

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
December 7, 2022
SPECIAL COUNCIL MEETING

Closed Session - 5:00 p.m.
Regular Meeting - 6:00 p.m.

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

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 848 9514 2239**
- 3. Passcode: 706913**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom details listed above. Once the presiding officer 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.

IN ACCORDANCE WITH ASSEMBLY BILL 361 AND IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS, THE LEGISLATIVE BODY WILL MEET IN-PERSON AND REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at [www.https://www.oxnard.org/city-meetings/](https://www.oxnard.org/city-meetings/).

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 remotely by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

- 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 legislative body 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 presiding officer 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 may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

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

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

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council, Community Development Commission Successor Agency, and Housing Authority.

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 (5:00 PM)

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)

Property: Oxnard Transportation Center, Fourth Street and Oxnard Boulevard (APNs 201021138, 201016012, 201016013, 201016011, 201016010, 201016009, 201016008, 201016007, 201021130, 201021104, 201021136, 201021122, 201021123, 201021115, 201021114, 201021113, 201021112, and 201021111)

Agency Negotiator: Emilio Ramirez, Housing Director; Ashley Golden, Assistant City Manager; Alex Nguyen, City Manager;

Negotiating Party: Hugo Martinez, WPH Holdings

Under Negotiation: Price and terms of payment

Legislative Body: City Council

CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)

Property: Plaza Park East (APNs 202010524, 202010522, 202010520, 202010512, 202010518, 202010523, 202010521, 202010519 and 202010517)

Agency Negotiator: Emilio Ramirez, Housing Director; Ashley Golden, Assistant City Manager; Alex Nguyen, City Manager;

Negotiating Party: Hugo Martinez, WPH Holdings

Under Negotiation: Price and terms of payment

Legislative Body: City Council

CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)

Property: Plaza Park North (APNs 202010121, 202010123, 202010120, 202010122, 202010143, 202010137, 202010135, 202010133, 202010131, 202010129, 202010127, 202010125, 202010136, 202010140 and 202010141)

Agency Negotiator: Emilio Ramirez, Housing Director; Ashley Golden, Assistant City Manager; Alex Nguyen, City Manager;

Negotiating Party: Vince Daly, The Daly Group

Under Negotiation: Price and terms of payment

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: Special Guest from the North Pole. (10 Minutes)

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. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the November 1, 2022 regular meetings as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Human Resources Department

SUBJECT: Memorandum of Understanding - Oxnard Public Safety Managers Association.

RECOMMENDATION: That the City Council of the City of Oxnard adopt the Resolution approving the successor Memorandum of Understanding between the City of Oxnard and the Oxnard Public Safety Managers Association and authorizing the City Manager or designee to take the necessary administrative actions to implement the agreement.

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

3. Housing Department

SUBJECT: Loan Agreement between the City of Oxnard and the Oxnard Housing Authority for the Acquisition of Oxnard Community Development Commission Successor Agency-owned property for the future development of affordable housing in the Meta Street area.

RECOMMENDATION: 1. That the City Council adopt a resolution approving and authorizing the City Manager or Designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Loan Agreement with Oxnard Housing Authority for the acquisition of property designated as Assessor Parcel Numbers 201-0-213-130 and 140 and 201-0-272-020 and 030 located in the City of Oxnard and other matters pertaining thereto;

2. That the Board of Commissioners of the Housing Authority of the City of Oxnard adopt a resolution approving and authorizing the Housing Director to take all needed actions in consultation with general counsel relative to entering into a Loan Agreement with the City of Oxnard for the acquisition of property designated as Assessor Parcel Numbers 201-0-213-130 and 140 and 201-0-272-020 and 030 located in the City of Oxnard and other matters pertaining thereto; and

3. The City Council approve a budget appropriation of \$212,740 from the Affordable Housing In-Lieu Fund.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on October 25, 2022.)

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

Legislative Body: Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

4. Housing Department

SUBJECT: Pleasant Valley Window Replacement Project for Public Housing Units located at Squires Drive and Trevino Terrace.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard:

Approve and authorize the Chairman to execute a firm-fixed price contract in the amount of \$1,017,512.98 with Newton Construction & Management (Agreement number A-8498) using funds appropriated from the 2022 Capital Fund grant to replace windows at the Pleasant Valley Village public housing site.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on October 25, 2022.)

Legislative Body: Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

5. Housing Department

SUBJECT: Oxnard Housing Authority's purchase of two multi-family residential properties, for one dollar, located at 2051 Mariposa Street and 1250 Azalea Street from the City of Oxnard.

RECOMMENDATION: 1. That the City Council:

- i. Adopt a resolution authorizing the City Manager or designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Purchase and Sale Agreement and a Regulatory Agreement and a Declaration of Restrictive Covenants by and between the City of Oxnard and the Housing Authority of the City of Oxnard for the sale of two multi-family residential properties located at 2051 Mariposa Street and 1250 Azalea Street;
- ii. Authorize the transfer of \$183,720.32 from Fund 219 to the Housing Authority of the City of Oxnard; and
- iii. Authorize the transfer of \$116,279.68 from the Inclusionary In-Lieu Fund (Fund Number 371) to the Housing Authority of the City of Oxnard

2. That the Board of Commissioners of the Housing Authority of the City of Oxnard:

- i. Adopt a resolution approving and authorizing its Executive Director or designee to execute and take all needed actions in consultation with Authority's General Counsel relative to entering into a Purchase and Sale Agreement and a Regulatory Agreement and a Declaration of Restrictive Covenants by and between the City of Oxnard and the Oxnard Housing Authority for the sale of two multi-family residential properties located at 2051 Mariposa Street and 1250 Azalea Street;
- ii. Accept the transfer of \$183,720.32 from Fund 219 from the City of Oxnard; and
- iii. Accept the transfer of \$116,279.68 from the Inclusionary In-Lieu Fund (Fund Number 371)

from the City of Oxnard.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on October 25, 2022.)

Legislative Body: Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

6. Fire Department

SUBJECT: Appropriation of Wildland Fire Reimbursement Revenue.

RECOMMENDATION: That City Council appropriate \$303,068 to the Fire Department to restore the Department's original training budget; to improve and expand training related to mutual aid response; and to acquire equipment and supplies needed for mutual aid response to wildland fire events.

(Finance and Governance Committee approved 3-0 on October 25, 2022.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

7. Fire Department

SUBJECT: Authorization to submit grant applications to Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (Matching requirement of up to \$153,622).

RECOMMENDATION: That City Council adopt a resolution:

1. Authorizing the submission of seven (7) grant applications to the FEMA Assistance to Firefighters Grant for \$1,689,842, including a 10% local match for the purpose of procuring ten (10) LUCAS devices, a Type 3 apparatus, an air compressor, paramedic school, and USAR, HazMat and Fire Prevention training;
2. Authorizing the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. Authorizing the Fire Chief or designee to submit non-financial reports.

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

8. Community Development Department

SUBJECT: Adoption of a Resolution Approving the Final Climate Action and Adaptation Plan.

RECOMMENDATION: That the City Council adopt a resolution approving the Addendum to 2030 General Plan Certified Program Environmental Impact Report (PEIR; SCH # 2007041024) and the Final Climate Action and Adaptation Plan (CAAP).

Legislative Body: City Council

Contact: Ashley Golden, (805) 385-7478

9. Finance Department

SUBJECT: Accounting and Financial Reporting Risk Assessment Update.

RECOMMENDATION: That the City Council receive the Risk Assessment Update regarding

accounting and financial reporting as part of the Internal Control Integrated Framework pursuant to City of Oxnard Finance Policy (FPOL) 1.05.

(Finance and Governance Committee approved 3-0.)

Legislative Body: City Council

Contact: Betsy George, (805) 200-5400

L. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: General Plan Amendment to the 2030 Safety & Hazards Chapter (Planning & Zoning Permit No. 22-620-01). (30 minutes)

RECOMMENDATION: That the City Council conduct a public hearing and approve a resolution (1) amending the Safety & Hazards Chapter (Chapter 6) and Implementation Chapter (Chapter 9) of the City's 2030 General Plan to make reference to the Local Hazard Mitigation Plan and (2) determining that the amendment is exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3).

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/N7wQYUqXISQ>

Legislative Body: City Council

Contact: Ashley Golden, (805) 385-7478

M. REPORTS

1. Community Development Department

SUBJECT: Project Name: Encanto Homes Affordable Housing In-Lieu Fee Request: Planning and Zoning (PZ) Permit No. 22-600-03 (Pre-Application) located at 1101 and 1111 West Second Street & 1101 West First Street. (20 minutes)

RECOMMENDATION: That the City Council allow the payment of the City's Affordable Housing In-Lieu Fee estimated at \$473,000 instead of constructing three low income affordable housing units onsite for an approved 27-unit residential project.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/ENxAOIEy7ok>

Legislative Body: City Council

Contact: Ashley Golden, (805) 385-7478

2. Public Works Department

SUBJECT: Second Amendment to Professional Services Agreement A-8294 with Brown and Caldwell for Primary Clarifiers and Activated Sludge Basins Improvement Project PW 21-17. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the execution of a Second Amendment to a Professional Services Agreement with Brown and Caldwell to increase the not to exceed amount from \$1,173,413 to \$1,212,473 for additional design work required for the Primary

Clarifiers & Activated Sludge Improvements.

(This item is categorically exempt from the California Environmental Quality Act pursuant to 14 C.C.R. § 15306)

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/jrff4X6KW-k>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

N. ADJOURNMENT



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

DATE: December 7, 2022
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the November 1, 2022 regular meetings as presented.

BACKGROUND

Approval of Minutes.

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

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 11 01 2022 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
November 1, 2022

A. ROLL CALL, POSTING OF AGENDA

At 4:31 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council (concurrently with the Community Development Commission Successor Agency), in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Stephen M. Fischer, City Attorney; Jason Benites, Police Chief; Jose Diaz, Police Commander; Alexander Hamilton, Fire Chief; Michael Wolfe, Public Works Director; Joseph Marcinko, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana B. Arnaout, P.E., City Engineer; Eric L. Storrie, CPRP - Special Districts Manager; Jeff Pengilley, P.E., CDD Assistant Director & Building Official; Emilio Ramirez, Housing Director; Adam Smith, Project Manager; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk.

Staff members Michelle (Elle) McCarron, Assistant City Attorney; Betsy George, Chief Financial Officer; and Anthony Miller, Special Districts Project Manager participated via videoconference.

Gerard Kapuscik and Glenn Shephard with the County of Ventura; Doug Books with Oakwood Communities, Andrew Yi with LSY Enterprise (in person); Todd Mooney, Successor Agency Counsel KBB Law; Christian Sprunger, Assistant Vice President at NHA Advisors also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and the Community Development Commission Successor Agency.

B. APPOINTMENT ITEMS (5:30 PM)

1. Public Works Department

SUBJECT: Presentation by the County of Ventura on the Santa Clara River (SCR) Levees 1 and 3 Update.

RECOMMENDATION: That the City Council receive a verbal report and presentation from the County of Ventura on the Santa Clara River (SCR) Levees 1 and 3 Update.
(Live presentation by the County of Ventura.)

Glenn Shephard, Watershed Protection Director and Gerard Kapuscik, Strategic Resiliency Group and Levee Certification Program Manager with the Ventura County Watershed Agency, and Doug Books, Vice President of Construction with Oakwood Communities provided an information status update presentation to Council on the Santa Clara River (SCR-3) and (SCR-1) levee rehabilitation projects. They discussed the work planned for the levees and answered Council's questions.

C. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

D. CEREMONIAL ITEMS

1. **SUBJECT:** Presentation of a Proclamation Designating November 11, 2022 as "Veterans Day" in the City of Oxnard.

Mayor Zaragoza read the proclamation and presented it to the Sal Gonzales, first lieutenant, US Army Veteran, Robert Cruz and Manuel Gonzales, Vietnam Veterans of Ventura County. He thanked our local Veterans for their bravery in defending our freedom. Mr. Gonzales made a few remarks. They invited the community to attend this year's Veterans Day Ceremony at Plaza Park to honor and remember all who have served our country.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Douglas D. Partello (City's financial position re: pensions), Lang Martinez (Statements of Economic Interest Form 700's), Tai Hartley (Manuel Herrera), Larry Stein (Public Records Requests, Housing Element), Mohammed Hasan (Re-election for the United Water Conservation District, Division 3), Reverend Greg Runyon (Election common ground among candidates), Unidentified (Police enforcement ignoring violations, speed humps); Manuel Herrera, Citizens for a Better Oxnard (Tai Hartley, Lang Martinez, and Doug Partello).

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. **Public Works Department**

SUBJECT: Resolution Ratifying Director Orders. (5 minutes)

RECOMMENDATION: That the City Council adopt a resolution ratifying orders issued by the Director of Emergency Services in response to the previously proclaimed water shortage emergency and mandatory water conservation measures and receive an update on the emergency and measures.

Public comments were received by Lawrence Stein.

There were no orders to ratify the Director Orders; no formal action was taken on this item.

2. **City Manager Department**

SUBJECT: Agreement to Fund Development of Future Ormond Beach Public Access Park. (15 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement No. A-8509 with Ormond Beach Power, LLC (GenOn) establishing a dedicated fund for the development of a future public access park at Ormond Beach if the State extends the operating life of Ormond Beach Generating Station.

(This item did not originate in Committee.)

City Manager Nguyen presented and answered questions.

Public comments were received from Lawrence Stein, Pat Brown, Doug Partello, and Kimball Lucine. Written comments were received and provided to Council. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza

voted in favor; motion passed 6-0.

3. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services.

RECOMMENDATION: That the City Council re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361 based on the following findings: (i) the current COVID-19 situation, particularly with its variants, is causing, and will continue to cause, imminent risks to the health and safety of persons within the City, including City Council members, City staff, appointed officials, and members of the public; (ii) state and local officials continue to impose or recommend measures to promote social distancing; and (iii) the Governor's COVID-19 State of Emergency is still in effect; and (iv) numerous public agencies throughout Ventura County are still operating in accordance with Assembly 361, for the reasons stated herein.

City Manager Nguyen presented this item and announced the Special Election to fill the vacancy for District 6 Councilmember seat on March 7, 2023. Nomination period opens on Monday November 14 and will run until Thursday, December 8, 2022. For more information, visit the City Clerk's Office website or call the office at (805) 385-7803. The City of Oxnard is continuing to make steady progress to improve Oxnard's S&P rating.

It was moved by Councilmember Teran, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

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

Councilmember Teran stated that during the October 18th Council meeting discussion about the March 2023 Special Election to fill the District 6 Councilmember seat vacancy, he was clear that he supported the special election. However, he voted "no" strictly around equity. He supports and stands for fair and equal treatment of the South Oxnard residents in District 6. He recently attended the Riverpark Neighborhood Council meeting. He wished his Grandmother Mary a very happy birthday.

Councilmember Basua addressed untrue and inappropriate comments posted about her on the Nextdoor app during her re-election campaign. She reminded everyone to be kind to one another at all times.

Councilmember Perello thanked all the residents and speakers that attend the public meetings in person and via the internet. He attended the Channel Islands Neighborhood Council (CINC) meeting. Police Chief Benites and Assistant Police Chief Shadinger were also in attendance. They were able to answer and address questions from the residents in attendance. Councilmember Perello also addressed comments made on social media during his re-election campaign.

Councilmember Madrigal has been attending the Channel Islands Raiders football games. He was impressed by the players' sportsmanship. After a long season, the players were still committed, they finished the season strong and did not quit.

Mayor Pro Tem MacDonald announced that it was the first time in over two years that he was able to

hand out candy (about 500-600 people in his neighborhood) for Halloween. He said everyone was very nice and polite; it was great to see the families walking around and trick-or-treaters visiting the neighborhood during Halloween night.

Mayor Zaragoza thanked Terrel Harrison, Cultural & Community Services Director and the Recreation & Community Services staff for their hard work and efforts in organizing the Inaugural Fall Festival held at Plaza Park in Downtown Oxnard. It was a fun filled event which included fall-themed activities including a Halloween carnival area, fun contests, food vendors, music and arts and crafts. It was really nice to see families get together and enjoy the event on a beautiful day in Oxnard. The Mayor announced that he attended several neighborhood meetings. He attended the Cal-Gisler Neighborhood Council, Tierra Vista Neighborhood Council, Bryce Canyon North Neighborhood Council, and the Bryce Canyon South Neighborhood Council meetings to talk about the priorities for the City. The Police Department received positive feedback from the residents. He stated that it has been very helpful to have staff from both the Police and Fire Departments available to answer questions from the residents at the neighborhood meetings. He once again thanked the Recreation and Community Services staff for the Dia de los Muertos altar, a giant display of photos of loved ones and offerings on the steps of the Carnegie Museum for the community to visit. He also announced that Senator Monique Limon will be presenting a \$1 million dollars to the California Police Activities League (PAL) to fund the Youth Apprenticeship Readiness Accelerator Program (YARA) which will provide Oxnard youth job training opportunities.

H. REVIEW OF INFORMATION/CONSENT AGENDA

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

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Pat Brown (J.6) and Douglas Partello (J.7).

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the September 20, 2022 and October 4, 2022 regular meetings as presented.

2. Public Works Department

SUBJECT: Additional Budget Appropriation for the Tree Mortality Grant – Round 1.

RECOMMENDATION: That the City Council approve and authorize the recognition of additional grant revenues and a budget appropriation in the amount of \$1,181 for additional grant funding received in the State/Local Grant Fund (210) for dead tree removal services. (This item did not originate in Committee.)

3. Public Works Department

SUBJECT: **Resolution #15,642** for SMART Grant Program from U.S. Department of Transportation.

RECOMMENDATION: That the City Council adopt **Resolution #15,642**:

1. Authorizing the City Manager to submit a grant application for an amount not to exceed

\$2,000,000 in Strengthening Mobility and Revolutionizing Transportation grant funds to be used for the City of Oxnard Citywide Mobility and Safety Enhancements Planning Project; and
2. Authorizing the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Director of Public Works or designee to submit non-financial reports.
(This item did not originate in Committee.)

4. Police Department

SUBJECT: Department of Alcoholic Beverage Control Local Enforcement Grant.

RECOMMENDATION: That the City Council adopt **Resolution #15,643** authorizing:

1. The City Manager to apply for \$35,000 in grant funds from the Department of Alcoholic Beverage Control to be used for overtime to conduct four (4) Minor Decoy Operations, four (4) Shoulder Tap Operations, and six (6) Holiday Enforcement operations.
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award.
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of ABC Grant funds.
4. The Chief of Police or designee to submit all program-related progress or status reports.
(This item did not originate in Committee.)

5. Housing Department

SUBJECT: Ratification of the Fourth Amendment to the Mercy House Shelter Agreement and Approval for Carryover of Measure O Funds for the Mercy House Shelter Operations.

RECOMMENDATION: That the City Council:

1. Ratify the Fourth Amendment to Agreement No. A-8194 with Mercy House, an immediate need amendment, for the provision of shelter and navigation center operations in Fiscal Year 2021-2022; and
2. Authorize the City Manager, or designee, to approve a carryover of Measure O funds in the amount of \$641,202.23 (Project M1908 - Homeless Program) from fiscal year 2021-2022 to the 2022-2023 fiscal year for the Homeless Shelter operations.
(This item did not originate in Committee.)

6. City Manager Department

SUBJECT: Exempt Surplus Land Declaration - Successor Agency Meta Street Parcels.

RECOMMENDATION: That the Oxnard Community Development Commission Successor Agency:

1. Adopt **CDCSA Resolution # 42** titled, "A Resolution Of The Oxnard Community Development Commission Successor Agency Declaring Successor Agency Owned Property, As Described Herein, To Be Exempt Surplus Land Pursuant To Government Code Section 54221(F)(1)(D) and Authorizing The Staff To Take Related Actions"; and
2. Enter into two separate Grant Deeds with the City for the transfer of two parcels from the Successor Agency, located at 6th Street and Meta Street in Downtown Oxnard

(APNs 201-0-272-170 and 201-0-272-200), to the City for governmental use for one dollar (\$1) each.

That the City Council:

1. Enter into two separate Grant Deeds with the Successor Agency for the transfer of two parcels from the Successor Agency, located at 6th Street and Meta Street in Downtown Oxnard (APNs 201-0-272-170 and 201-0-272-200), to the City for governmental use for one dollar (\$1) each.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

7. City Manager Department

SUBJECT: Professional Services Agreement A-8501 for Whistleblower Hotline Services.

RECOMMENDATION: That the City Council approve and authorize the execution of Agreement No. A-8501 with Syntrio, Inc. in the amount of \$30,500.00 for a duration of five years to provide whistleblower hotline services.

Consent Item J.6 – Oxnard Community Development Committee:

It was moved by Commissioner Teran, seconded by Commissioner Basua, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

Consent Items J.1 – J.7 – Oxnard City Council:

It was moved by Commissioner MPT MacDonald, seconded by Commissioner Perello, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

K. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: **Ordinance #3021** Regarding Building Regulations. (15 minutes)

RECOMMENDATION: That City Council approve the first reading by title only and subsequent adoption of Ordinance #3021 repealing and reenacting Articles II through XII, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, California Energy Code, Fire Codes, and Fire Sprinklers.

(This item did not originate in Committee.)

The City Clerk announced the affidavit of publication and stated that no written communications were received.

Jeff Pengilly, P.E., CDD Assistant Director & Building Official, presented and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. No public comments were received.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

City Attorney Fischer asked for the motion to be amended to include a waiver of further reading of the Ordinance.

It was moved by Councilmember Perello, seconded by Councilmember Basua, to approve the recommended action with additional language as amended. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

L. REPORTS

1. City Treasurer

SUBJECT: City Treasurer's Monthly Investment Report for the Period Ending September 30, 2022. (10 minutes)

RECOMMENDATION: That the City Council receive and file the report.

Phillip Molina, City Treasurer presented. No public comments were received. Report was received and filed, no formal action was required.

2. Finance Department

SUBJECT: Purchase and Financing of Two Fire Engines. (20 Minutes)

RECOMMENDATION: That the City Council:

1. Approve and authorize the execution of a Purchase Order with South Coast Emergency Fire Equipment for the purchase of two fire engines; and

2. Adopt **Resolution #15,644** approving and authorizing the execution of Equipment Schedule No. 26 to Agreement A-7667 Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp. in an amount not to exceed \$2.1 million to reimburse the City for the purchase of two Fire Engines; authorizing the execution and delivery of other documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)
(Presentation will be live upon consultant's request.)

Betsy George, Chief Financial Officer introduced Christian Sprunger, Assistant Vice President at NHA Advisors who presented and answered questions from Council. Public comments were received from Lawrence Stein. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

3. City Attorney Department

SUBJECT: Urgency Ordinance #3018 Amending Chapter 22, Article VIII of the Oxnard City Code Regarding Water Waste. (20 minutes)

RECOMMENDATION: That the City Council introduce for first reading by title only and adopt Urgency Ordinance #3018 pursuant to Government Code section 36937(b), amending certain sections of Article VIII of Chapter 22 of the Oxnard City Code and implementing water conservation measures that is entitled:

“AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 22, ARTICLE VIII OF THE OXNARD CITY CODE TO COMPLY WITH AND ENFORCE EMERGENCY DROUGHT-RELATED WATER USE RESTRICTIONS”.

(This item did not originate in Committee.)

Stephen M. Fischer, City Attorney; Michelle (Elle) McCarron, Assistant City Attorney; and Michael Wolfe, Public Works Director presented and answered questions from Council. Public comments were received from Lawrence Stein and Patricia Brown. Discussion ensued among the Council and staff.

It was moved by Councilmember Basua, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

4. City Attorney Department

SUBJECT: Ordinance #3019 Amending Chapter 22, Article VIII of the Oxnard City Code Regarding Water Waste (Non-Urgency). (20 minutes)

RECOMMENDATION: That the City Council introduce for first reading by title only Ordinance #3019 amending certain sections of Article VIII of Chapter 22 of the Oxnard City Code and implementing water conservation measures that is entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 22, ARTICLE VIII OF THE OXNARD CITY CODE TO COMPLY WITH AND ENFORCE EMERGENCY DROUGHT-RELATED WATER USE RESTRICTIONS”.

(This item did not originate in Committee.)

Stephen M. Fischer, City Attorney presented and answered questions. No public comments were received.

City Attorney Fischer asked for the motion to be amended to include a waiver of further reading of the Ordinance.

It was moved by Councilmember Perello, seconded by Councilmember Teran, to approve the recommended action with the additional language as amended. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

5. Public Works Department

SUBJECT: Recommended Speed Limits-2022 Engineering and Traffic Survey Results and Amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code. (15 minutes)

RECOMMENDATION: That the City Council:

1. Receive and comment on the 2022 speed limit survey results on 49 streets (175 roadway segments) in the City of Oxnard; and
 2. Approve introduction of the 2022 Speed Limit **Ordinance #3020** for the first reading by title only waiving further reading of the ordinance amending Section 8-2 of Article I of Chapter 8 of the Oxnard City Code.
- (Public Works and Transportation Committee approved 2-0.)

Michael Wolfe, Public Works Director introduced Andrew Yi with LSY Enterprise who presented and answered Council's questions. Jose Diaz, Police Commander was also available to answer questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilmember Basua, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

6. Public Works Department

SUBJECT: Amendment to Trade Services Agreement A-8171 with Garcia's Landscaping Maintenance Inc. for Landscape and Ballfield Maintenance in Riverpark CFD 5. (20 minutes)

RECOMMENDATION: That the City Council approve and authorize the execution of the First Amendment to Trade Services Agreement No. A-8171 with Garcia's Landscaping Maintenance, Inc. to increase the not to exceed amount from \$3,120,435 to \$4,300,607 and to extend the term from November 5, 2022 to November 5, 2023 for the performance of Landscape and Ballfield Maintenance in Riverpark CFD 5.

(Public Works and Transportation Committee approved 2-0.)

Eric L. Storrie, CPRP - Special Districts Manager presented and answered questions. Public comments were received from Tai Hartley. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

7. Public Works Department

SUBJECT: Update Report by Public Works Department Regarding Traffic Signal Improvement Projects. (15 minutes)

RECOMMENDATION: That the City Council receive and file a verbal report from the Public Works Department regarding traffic signal improvement projects.

(This item did not originate in Committee as it was a request at the September 20, 2022 City Council meeting.)

Tatiana B. Arnaout, P.E., City Engineer presented and answered Council's questions. Public comments were received from Patricia Brown. Report was received and filed, no formal action was required.

8. Public Works Department

SUBJECT: Grant Application for the 2022 Urban Community Drought Relief Grant Program. (10 minutes)

RECOMMENDATION: That the City Council adopt **Resolution #15,645**:

1. Authorizing the City Manager to submit a grant application for an amount not to exceed \$9,450,000 in 2022 Urban Community Drought Relief Grant Program funds to be used for Education, Outreach, Direct Installation Programs, Rebate Programs, and Other Activities to Increase Water Conservations and Large-Scale Turf Replacement Projects (matching requirement of up to \$2,400,000); and
 2. Authorizing the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims; and the Director of Public Works or designee to submit non-financial reports.
- (This item did not originate in Committee.)

Eric L. Storrie, CPRP, Special Districts Manager presented and answered questions. No public comments were received.

It was moved by Councilmember Basua, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-0.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 9:28 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



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

DATE: December 7, 2022

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Memorandum of Understanding - Oxnard Public Safety Managers Association.

RECOMMENDATION

That the City Council of the City of Oxnard adopt the Resolution approving the successor Memorandum of Understanding between the City of Oxnard and the Oxnard Public Safety Managers Association and authorizing the City Manager or designee to take the necessary administrative actions to implement the agreement.

BACKGROUND

The Oxnard Public Safety Managers Association (OPSMA) consists of 19 employees represented by 4 classifications within the Police Department and Fire Department. These classifications are: Police Commander, Assistant Police Chief, Battalion Chief and Assistant Fire Chief. OPSMA's MOU has already expired.

DISCUSSION

The City and OPSMA negotiated over the last year and have yielded the attached resolution with new terms and conditions of employment. This has resulted in changes the City was seeking, such as modifications to the City's health benefit, elimination of the wellness program, and settlement of an outstanding liability related to the *Flores vs. City of San Gabriel* case. In exchange, OPSMA received cost of living increases commensurate with their subordinate bargaining units and a market adjustment to salary ranges. The following provides a more detailed explanation of the changes that the City and OPSMA have tentatively agreed to pending City Council approval.

Health Benefit

In the most recent 2018 OPSMA contract, the City took the step to increase the City's contribution towards medical coverage. Prior to this change, it had been over ten years since the City had last made a change in this benefit, which left it severely lagging in the marketplace. The changes being recommended include an increase in the City's contribution of 15% in the first year and 5% for each subsequent year in each year of the contract, with the intent of providing a sufficient increase to cover a family plan in at least one medical plan option. These increases will help maintain a competitive position in the marketplace.

Currently, employees may receive cash payments related to their medical benefits in one of two ways: waive or cash back. The "waive" occurs when employees who are enrolled in medical coverage outside of the City can, with proof of credible coverage, receive the City contribution rather than the health benefit from the City. "Cash back" occurs when an employee enrolls in a medical plan with a premium less than the City contribution and then receives the excess contribution as cash.

Although the City is proposing to make increases in the contribution, it is decreasing cash back and waive amounts. To implement these changes, the City will create a two-level system in medical contributions that is intended to slowly wean

employees off of the waivers and cash back payments. New employees or employees who make changes in their medical plans will immediately move to the plan level that does not have any “cash back” payments and reduces the “waive” payment from \$900 to \$500. By reducing the payments employees receive from the “waive” and eliminating the “cash back,” the City is able to repurpose this money back into the plan, which offsets the City increasing its contribution towards the plan premiums. Also, this more clearly aligns with the purpose of the City providing affordable health care rather than unintended supplemental cash payments to City employees.

Cost of Living Adjustment

The City has agreed to provide the same cost of living adjustment (COLA) to the OPSMA as was provided to the employees they supervise who are members of the Oxnard Police Officers Association (OPOA). The norm in compensation is that the management bargaining unit should receive the same cost of living increases so that we do not create a compacted salary range between supervisors and their subordinates. In this case, OPOA received a 5% COLA following Council approval and ratification of the MOU and another 5% COLA in the first payperiod in July 2023.

Market Adjustment

Over the years, the bargaining groups subordinate to OPSMA, which are the police officers association and the firefighters association, have received additional pay that did not roll up to this bargaining unit. This has created a situation where compaction between supervisor and subordinates positions has been created. To address this compaction issue, and to bring these classifications more into alignment with comparable jurisdictions, we are increasing the pay range for the four classifications in this bargaining unit. Employees will not receive any immediate salary increase due to this change but will be eligible to experience more growth in salary as they continue to work for the City.

Administrative Leave

Employees in this bargaining unit are able to earn administrative leave based on the discretion of their relevant Chief. The City and the OPSMA have agreed to modify the terms of this benefit, eliminating the discretionary nature of the leave to one that they now receive at the start of each fiscal year. In exchange for this surety of leave, the employees are giving up the wellness program, which consists of a cash benefit that could be used to pay for gym memberships and equipment. The amount of leave the employee receives remains unchanged, and there continues to be no cash value for the leave should an employee leave City service prior to using all of the leave in this bank.

Flores Settlement

In order to settle existing litigation, the City has agreed to pay employees in the classification of Police Commander who were promoted into the OPSMA bargaining after 2014 a onetime sum of \$2,000 to settle this issue. This is the same litigation issue which was settled with OPOA in its MOU, which Council approved earlier this year.

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

Fiscal Impact

The total estimated cost of this package for OPSMA over the 3-year term is \$596,479. This amounts to approximately 12.97% of total compensation, or 4.32% per year. All of the increased costs from the OPSMA contract are paid from the City's General Fund.

Labor Costing Methodology vs. Budget Methodology

As staff has shown in prior MOU-related agenda reports, the financial impact may be depicted in two ways. One is a year-over-year cost increase, which is what is used predominantly in the labor relations field. There are jurisdictions within Ventura County that depict their employee costs in this manner. This methodology shows what the increased cost

is as compared to the previous year. Using this methodology, the impact in Year 1 will be \$0, the impact in Year 2 will be \$286,468, and the impact in Year 3 will be an additional \$310,012, for a total impact of \$596,479.

The other methodology is more common for budget and finance professionals, who compare all of the financial costs of the MOU to the year before the new MOU becomes effective (the “Base Year”). This methodology compounds the increased costs over the term of the entire contract. In the case of the MOU presented here, this would be comparing the increase in costs in Year 1 to the budgeted cost of the group in the Base Year, the increase in costs in Year 2 to the budgeted cost of the group still in the Base Year, and the increase in costs in Year 3 to the budgeted cost of the group once again in the Base Year. Using this methodology, the budget impact in Year 1 will be \$0, the impact in Year 2 will be \$286,468, and the impact in Year 3 will be \$596,479, for a total cumulative 3-year impact of \$882,947, as shown in the chart below:

Bargaining Group	FY 22-23	FY 23-24	FY 24-25	Total
OP SMA	\$ -	\$ 286,468	\$ 310,012	\$ 596,479
Labor Methodology	\$ -	\$ 286,468	\$ 310,012	\$ 596,479
% Increase	0.00%	6.23%	6.74%	12.97%
Budget Methodology	\$ -	\$ 286,468	\$ 596,479	\$ 882,947
% Increase	0.00%	6.23%	12.97%	

FINANCIAL IMPACT

Staff estimates that the City’s FY 2022-23 adopted budget has sufficient appropriations to cover the increased cost of the tentatively-agreed MOU.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. OPSMA MOU Reso 120622
2. OPSMA Tentative Agreement
3. CC Presentation OPSMA 120622

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OXNARD AND THE OXNARD PUBLIC SAFETY MANAGERS ASSOCIATION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTIONS NECESSARY TO IMPLEMENT THE AGREEMENT

WHEREAS, the Oxnard Public Safety Managers Association is the recognized representative for the Oxnard Public Safety Managers; and

WHEREAS, the City's memoranda of understanding with the Oxnard Public Safety Managers Association expired June 30, 2021; and

WHEREAS, representatives of the City met and conferred in good faith with representatives of the Oxnard Public Safety Managers Association concerning wages, hours, terms, and conditions of employment for employees in the bargaining unit consistent with their obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City has reached agreement with the Oxnard Public Safety Managers Association attached as Attachment 1 of this Resolution which sets forth the modified terms and conditions of employment for this bargaining unit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that the agreement is adopted and the City Manager and/or his designee is directed to perform all acts necessary to implement its terms, including but not limited to executing the Memorandum of Understanding on behalf of the City.

PASSED AND ADOPTED this 6th day of December 2022, 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

ATTACHMENT 1
Tentative Agreement

City of Oxnard/OPSMA Contract Negotiations
Total Tentative Agreement
October 20, 2022

The following is a comprehensive total tentative agreement between the City of Oxnard and the Oxnard Public Safety Managers Association. Unless otherwise stated, this total tentative agreement is prospective and is effective upon ratification by the bargaining unit and approval of the City Council.

Term:

3 Year term - July 1, 2021 through June 30, 2024

Modify Section 5 Health Care

Delete language and replace as follows:

The City will provide current active employees with a cafeteria payment as provided below:

The City offers affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible members. An eligible member is one who qualifies under the Look Back Measurement Safe Harbor (average of 30 hours per week), as adopted by Resolution and implemented under the City's implementation plan.

Medical - The City will establish a two level medical plan whereby the first level may only consist of employees who were employed with the City prior to January 1, 2023. All employees hired on or after January 1, 2023 shall only be eligible for the medical benefits described under level two. Employees will be able to make a change during the open enrollment period which commences in the fall of 2022. At that time, employees will be able to elect a change into one of the two levels.

Level One

The tier one plan shall have the City contribution frozen at \$1,543 per month for those employees who elect a medical plan. \$900 shall be provided to those employees who "waive" health insurance and provide proof of other coverage with a medical plan which does not consist of any plan contained in Medi-Cal or on the "Covered California" Exchange.

Employees who receive cash back will continue to receive this benefit. Cash back is defined as the difference between the premium for the plan the employee has chosen and the \$1,543 contribution the City makes. It is understood that by remaining in the level one program that this cash back will diminish as medical insurance premiums increase each year.

Provided that the employee has no changes in plan selection or level of plan, i.e. employee, employee plus one, or family, the employee may remain in the tier one plan. The following changes would prompt removal from tier one and placement into tier two:

1. An employee who experiences a change of family circumstances such as a marriage, divorce, birth, child aging out etc., which would change their level of coverage
2. An employee who elects to change their insurance carrier, i.e. changing from Kaiser to Blue Shield
3. The employee opts to waive coverage or drops coverage due to securing coverage elsewhere.

An employee will not be changed from level one to level two if the change of insurance carrier is due to no fault of their own, i.e. PERS discontinues the insurance carrier, or there is a death in the family.

Level Two

Employees who begin their employment with the City after January 1, 2023, or current employees who make any changes to their health care plan including a change in coverage level i.e., employee, employee plus one, family and/or a change in carrier will be placed into the level two medical plan. The specifics of this plan are as follows:

Single, Single plus one, and Family Plan – City contribution change is effective the first full pay period in January of the year specified

2023 – City contribution will increase by \$231 per month to \$1,774

2024 – City contribution will increase by 5% to \$1,863 per month

Effective the 2023 benefit plan year, employees who elect medical will not receive any cash back from the City's contribution if such contribution is in excess of the plan premium.

Employees who show proof of other qualifying coverage, which does not include any plans contained in Medi-Cal or on the "Covered California" exchange, are eligible to receive \$500/month for waiving coverage.

Dental

The City will maintain its contribution of \$30.83 per pay period to the dental program for those employees who opt to accept dental from the City.

Modify Section 17, "Wages" as follows:

Effective the first full pay period following ratification and Council approval, the City will provide a 5% COLA to all employees in the bargaining unit.

Effective the first full pay period of July 2023, the City will provide a 5% COLA to all employees in the bargaining unit.

Delete Section 9 and 10 and replace with a new Section 9 as follows:

Administrative Leave

Employees who work an administrative shift (40-hour), which for this section is defined as anyone not on a 24 hour fire suppression shift (56-hour), shall be entitled to 78 hours of administrative leave.

Employees on a suppression shift shall have two administrative leave banks established. The first bank shall consist of fifty-eight hours, the second bank shall consist of 48 hours. When an employee on a suppression shift transfers to an administrative shift, only the hours in the second bank, i.e. the bank with 48 hours, shall be converted to the administrative hour rate. This conversion is accomplished by multiplying the remaining hours in the bank by .417 for employees moving from suppression to admin and 2.4 for employees moving from admin to shift

All administrative leave as described above will be placed into the employees leave bank effective the first full pay period in July of each calendar year. Such leave may be used under the same conditions as annual leave, however there is no cash value to administrative leave, and the administrative leave may not be carried over from year to year. Any leave not used by June 30 of each calendar year shall be forfeit.

Modify Section 14. Paragraph 3 by deleting current language and adding the following:

Battalion Chiefs may be assigned to projects or training outside of their regularly assigned schedules. Such assignments, as approved by the Fire Chief, include shift coverage, mandatory/required training, employee development, projects, and special events. Personnel who work in an approved assignment will be compensated at their regular hourly rate.

Strike Section 16c. and replace as follows:

Employees occupying the classification of Police Commander will be allowed, under the following circumstances, to work overtime hours performing the assigned duties, and be compensated at the employee's regular hourly rate for such overtime work at straight time:

- a) Watch Commander shift coverage on Friday and Saturday evening shifts
- b) Watch Commander shift coverage, when regularly scheduled Sergeant coverage is not an available option, will be offered to Commanders for first right of refusal before being offered to a Sergeant
- c) SWAT deployments requiring an on-scene Commander
- d) Incidents involving unified command
- e) EOC activations
- f) Large-scale events or incidents requiring an incident commander, subject to the Police Chief's approval

Add New Sub-Section 17.a. "Market Adjustment"

The City will provide the following market adjustments to the pay ranges of Battalion Chief/Commander and Assistant Fire Chief/Assistant Police Chief. Employees will not receive automatic increases due to the market adjustment. The market adjustment is intended to increase the pay range only. Employees will receive their annual increase as described in the contract.

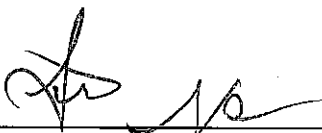
Title	Current Salary	Market Adjusted Salary	5% COLA Effective 2022	5% COLA July 2023
Commander	\$178,003	\$186,672	\$196,006	\$205,806
Assistant Police Chief	\$212,389	\$224,006	\$235,206	\$246,967
Battalion Chief	\$157,198	\$164,000	\$172,200	\$180,810
Assistant Fire Chief	\$187,566	\$196,800	\$206,640	\$216,972

Settlement of Flores Liability

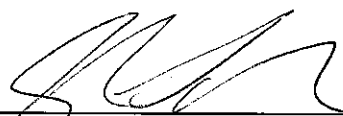
The City will agree to pay a one-time sum of \$2,000 with a release of any claims concerning "Flores" to employees in this bargaining unit who were members of the OPOA bargaining unit at any point between May 2015 and August 2022 and did not receive any compensation related to Flores while in the OPOA bargaining unit.

Elimination of Wellness Program

Delete Section 13 - Wellness program.



 For City of Oxnard



 For OPSMA

MEMORANDA OF UNDERSTANDING - Oxnard Public Safety Managers' Association

Presented to: City Council

Steve Naveau, Human Resources Director
Mike More, Human Resources Manager

December 6, 2022

- Purpose
 - To adopt successor Memoranda of Understanding (MOUs) with the Oxnard Public Safety Managers Association
 - This group represents 19 employees
 - Employees in this unit consist of Police Commanders, Assistant Police Chiefs, Battalion Chiefs, and Assistant Fire Chiefs

- Medical Plan Contributions
- Cost of Living Adjustments (COLAs)
- Market Adjustment
- Administrative Leave
- Flores Settlement

- **Medical Plan**
 - Philosophy – The City should contribute money to a medical insurance plan so that coverage is affordable & treat all bargaining groups the same
 - Intent is to provide sufficient dollar to allow employees to cover a family in at least one medical plan option
 - City contribution should keep pace with annual increases to maintain affordability
 - The medical plan should not be used to put cash directly into employee pockets
 - Cash back when electing medical coverage
 - Cash for waiving coverage

- **Cost of Living Adjustments (COLAs)**
 - It has been over seven years since employees' salary ranges have received COLA adjustments.
 - This has hindered the ability to recruit new talent to the organization, as a COLA is a standard component of public sector employee contracts.
 - The COLA adjustment schedule for this contract is:
 - 0% in fiscal year 21/22
 - 5% in fiscal year 22/23
 - 5% in fiscal year 23/24
- **Market Adjustment**
 - Subordinate positions in other bargaining units have previously received increase that this unit did not resulting in salary compaction.
 - Other local jurisdictions have consistently outpaced this group in salary.
 - Providing a market adjustment is a step in resolving both of these pay issues.

- **Administrative Leave**
 - Employees are eligible to receive this leave with department head discretion.
 - In the interest of maintaining parity with other bargaining units in the City, the City agreed to eliminate the discretion in exchange for the bargaining unit agreeing to eliminate the wellness benefit.
- **Flores Settlement**
 - This settlement is a result of a public agency losing an overtime settlement which now applies to all local jurisdictions.
 - The City reached settlement with the subordinate bargaining units (OPOA and IAFF) and now seeks to do the same with eligible employees in this bargaining unit.

- The total estimated cost of this package for OPSMA for the upcoming 3-year period is \$596,479
 - 12.97% of total compensation / 4.32% per year
 - 100% of costs are General Fund
- The first year of the OPSMA agreement is FY 21-22 and there is zero cost.
- CFO estimates that the City's FY 2022-23 adopted budget has sufficient appropriations.
- IAFF only remaining group still actively negotiating; may create need for additional appropriations.

Bargaining Group	FY 22-23	FY 23-24	FY 24-25	Total	
OPPSMA	\$ -	\$ 286,468	\$ 310,012	\$ 596,479	
Labor Methodology	\$ -	\$ 286,468	\$ 310,012	\$ 596,479	
% Increase	0.00%	6.23%	6.74%	12.97%	
Budget Methodology	\$ -	\$ 286,468	\$ 596,479	\$ 882,947	
% Increase	0.00%	6.23%	12.97%		

- The **Labor Methodology** illustrates the cost increase in each year independently as a percentage of base compensation.
- The **Budget Methodology** compounds the increased cost over the term of the entire contract as a percentage of base compensation.

- That the City Council of the City of Oxnard adopt the Resolution approving the successor Memorandum of Understanding between the City of Oxnard and the Oxnard Public Safety Managers Association and authorizing the City Manager or designee to take the necessary administrative actions to implement the agreement.



QUESTIONS



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.3

DATE: December 7, 2022

TO: Housing Authority

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

SUBJECT: Loan Agreement between the City of Oxnard and the Oxnard Housing Authority for the Acquisition of Oxnard Community Development Commission Successor Agency-owned property for the future development of affordable housing in the Meta Street area.

RECOMMENDATION

1. That the City Council adopt a resolution approving and authorizing the City Manager or Designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Loan Agreement with Oxnard Housing Authority for the acquisition of property designated as Assessor Parcel Numbers 201-0-213-130 and 140 and 201-0-272-020 and 030 located in the City of Oxnard and other matters pertaining thereto;
2. That the Board of Commissioners of the Housing Authority of the City of Oxnard adopt a resolution approving and authorizing the Housing Director to take all needed actions in consultation with general counsel relative to entering into a Loan Agreement with the City of Oxnard for the acquisition of property designated as Assessor Parcel Numbers 201-0-213-130 and 140 and 201-0-272-020 and 030 located in the City of Oxnard and other matters pertaining thereto; and
3. The City Council approve a budget appropriation of \$212,740 from the Affordable Housing In-Lieu Fund.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on October 25, 2022.)

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

BACKGROUND

On November 17, 2020, the Oxnard Community Development Commission Successor Agency (Successor Agency) authorized the Executive Director or designee to execute Agreement No. A-8247 with the Oxnard Housing Authority (OHA) for property located in the City of Oxnard at the northeast corner of 6th and Meta Streets and on 7th Street between Oxnard Blvd. and Meta Street (APNs 201-0-213-140, 201-0-272-030, 201-0-272-020, and 201-0-213-130) for the purpose of constructing affordable housing (the Properties). On October 5, 2021, staff presented the Successor Agency and the Board of Directors of the OHA with a Purchase and Sale Agreement (PSA) for the sale of the four Successor Agency owned properties, which was approved 7-0.

In order to move forward with the PSA, staff also had to seek approval from the Ventura County Consolidated Oversight Board and the California Department of Finance (DOF). Approval to enter into the PSA was received on October 27, 2021 from the Ventura County Consolidated Oversight Board and in a letter from the DOF dated November 19, 2021, the DOF provided no objection to the Successor Agency's request to enter into the PSA.

On July 28, 2022, the Board of Commissioners of the Housing Authority of the City of Oxnard and the Successor Agency upheld their prior decisions to enter into a PSA for the OHA's purchase of the Properties. On September 12, 2022, the Successor Agency and the OHA opened escrow as required by the PSA.

Under the terms of the PSA the OHA and the Successor Agency must close escrow by December 30, 2022 and all conditions required to close escrow must be satisfied by December 29, 2022. One of the conditions required to close escrow includes the OHA's deposit of \$212,740, the combined purchase price of the Properties, into an escrow account held by the escrow holder. The following table lists the Successor Agency's Long-Range Property Management Plan value of the Properties included in the PSA, as well as the sale price of each parcel:

APN	LRPMP Value	Purchase Price
201-0-213-140	\$36,500	\$36,500
201-0-213-130	\$90,260	\$90,260
201-0-272-030	\$42,990	\$42,990
201-0-272-020 (4)	\$42,990	\$42,990
	TOTAL PURCHASE PRICE	\$212,740

The October 5, 2021 Staff Report, indicated staff would return to the City Council and the Housing Authority Board of Commissioners prior to the required December 29, 2022 deadline to satisfy all escrow conditions to seek authorization to execute a Grant Agreement between the City and the OHA. The Grant Agreement was envisioned to be the tool to award the OHA the funds necessary to purchase the Properties.

DISCUSSION

Rather than a Grant Agreement, staff is now proposing a Loan Agreement for the purchase of the Properties because staff recommends imposing performance requirements, which require default protections such as recapture of the real property. The proposed loan will function similar to a grant because it will be forgivable and not require repayment. The proposed funding source for the loan is Affordable Housing In-Lieu funds in the amount of \$212,740.

The proposed terms of the Loan Agreement by and between the City and the OHA are summarized below. The Loan Agreement and related documents are provided in the attachments to this staff report.

The loan will be inclusive of the following documents:

1. Loan Agreement
2. Promissory Note
3. Deed of Trust

The proposed Loan would have 0% interest, require that the affordable housing that is constructed on the Properties be made available to households with annual incomes at or below 80% of the Area Median Income for Ventura County, and would be automatically forgiven on the date the OHA conveys the Properties to a developer for construction of affordable housing. If approved by Council, the Loan Agreement would be executed by the City Manager or designee and the Housing Director on behalf of OHA. The Promissory Note and Deed of Trust would be executed by the Housing Director on behalf of the OHA.

Once the Properties have been acquired by the OHA, it is the intent of the OHA to work closely with the Housing Department to develop a plan for constructing affordable housing on the Properties and then select a developer to construct affordable housing on the Properties. Selection of the developer will require the City's approval.

Next Steps

Once the Loan Agreement documents have been executed, the Deed of Trust to the Loan Agreement will need to be recorded when the property is conveyed to the OHA. In order to close escrow on time, the OHA will deposit \$212,740 with the escrow holder and the Grant Deed to the PSA will be executed by the City Manager or Designee and the Housing Director and be submitted to the escrow holder on or before to December 29, 2022 for recordation. Upon the close of escrow on December 30, 2022 the OHA will become the new owner of the properties.

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

Staff is requesting City Council approval of a budget appropriation of \$212,740 from the Other Dev. Fees Fund - Housing In-Lieu Fees (Fund 360, Org. 70508105, Obj. 53600 - Housing Assist Loan Grant, Project M23XX) to pay for the acquisition cost of the four properties that the OHA is purchasing from the Oxnard Community Development Commission Successor Agency. The current available Housing In-Lieu Fees fund balance (Sub-Fund 7050) is: \$2,337,941.

COMMITTEE OUTCOME

Most recently, the subject Loan Agreement between the City of Oxnard and the Oxnard Housing Authority for the Acquisition of Oxnard Community Development Commission Successor Agency-owned property was heard by the Community Services, Public Safety, Housing & Community Development Committee on October 25, 2022. The Committee recommended the Loan Agreement to the City Council by a 3-0 vote.

Previously, items related to the subject request have been heard by the Council Committee, Council, and OHA. Request for approval of the Exclusive Negotiating Agreement between the Successor Agency and the OHA was heard by the Housing and Economic Development Committee on November 10, 2020. The Exclusive Negotiating Agreement authorizing City staff to negotiate the Purchase and Sale Agreement was presented to the City Council on November 17, 2020, and approved by a 7-0 vote. Request for approval of the Purchase and Sale Agreement between the Successor Agency and the OHA was heard by the Community Services, Public Safety, Housing & Community Development Committee on September 14, 2021. The Committee recommended the Purchase and Sale Agreement to the City Council by a 3-0 vote. On October 5, 2021 the Successor Agency and the Board of Commissioners of the Oxnard Housing Authority unanimously approved to execute the Purchase and Sale Agreement by a vote of 7-0 from the Successor Agency and a vote of 8-0 from the Board of Commissioners of the Housing Authority of the City of Oxnard. On July 28, 2022, the Board of Commissioners of the Housing Authority of the City of Oxnard and the Successor Agency upheld their prior decisions to execute the Purchase and Sale Agreement by a 8-0 vote.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Loan Agreement
2. Promissory Note
3. Deed of Trust
4. Resolution (City Council)
5. Resolution (Housing Authority)

AFFORDABLE HOUSING LOAN AGREEMENT

This Affordable Housing Loan Agreement ("Loan Agreement") is made as of this 6th day of December, 2022, by and between the City of Oxnard, a municipal corporation ("Lender") and the Oxnard Housing Authority, a public body, corporate and politic ("Borrower").

RECITALS

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

B. Borrower has entered into that certain Purchase and Sale Agreement dated October 5, 2021, with the Oxnard Community Development Commission Successor Agency, a public body, corporate and politic for the acquisition of certain vacant real property located in the City of Oxnard, State of California and assigned assessor parcel numbers 201-0-213-130, 201-0-213-140, 201-0-272-020 and 201-0-272-030 and as more particularly described in Exhibit A attached hereto and incorporated by this reference (collectively the "Property").

C. Borrower intends to acquire the Property and to transfer the property to an affordable housing developer for the purpose of developing the Property with affordable housing ("Project").

D. Lender has "In Lieu Fees" collected by Lender pursuant to the provisions of City of Oxnard Ordinance Nos. 2721 and 2980 for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low income persons and families.

E. Lender desires to loan to Borrower a total of Two Hundred Twelve Thousand Seven Hundred Forty Dollars (\$212,740) of such funds to assist in the acquisition of the Property.

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

ARTICLE 1 DEFINITIONS

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

1.1 **"BORROWER"** is Oxnard Housing Authority, a public body, corporate and politic and its authorized representatives, assigns, transferees, or successors-in-interest thereto.

1.2 **"DEED OF TRUST"** is that certain deed of trust, assignment of rents, and security agreement placed on the Property and the improvements to be constructed thereon as

security for the Loan by Borrower as trustor with Lender as beneficiary attached hereto as Exhibit C. The terms of the Deed of Trust have been incorporated into this Loan Agreement.

1.3 **"EFFECTIVE DATE"** is December 6, 2022. If the Loan funds are not disbursed on or before April 30, 2023, this Loan Agreement and the Lender's commitment to loan funds to Borrower hereunder shall automatically terminate.

1.4 **"LOAN"** means the Loan of funds in the total amount of Two Hundred Twelve Thousand Seven Hundred Forty Dollars (\$212,740) from the Lender to the Borrower as provided in this Loan Agreement to provide funding for the acquisition of the Property.

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

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

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

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

1.9 **"HCD"** means the California Department of Housing and Community Development.

1.10 **"HOUSING AUTHORITY"** is Oxnard Housing Authority, a public body, corporate and politic and its authorized representatives, assigns, transferees, or successors-in-interest thereto.

1.11 **"INSURANCE REQUIREMENTS"** means the insurance coverage which must be in full force and effect during the term of the Regulatory Agreement, as specified in Exhibit D, unless otherwise waived by Lender.

1.11 **"LOW INCOME HOUSEHOLD"** means a household whose annual income (California Code of Regulations section 6914) does not exceed eighty percent (80%) of the Median Income.

1.12 **"MEDIAN INCOME"** means the median income for Ventura County Metropolitan Statistical Area as determined by HCD Official State Income Limits with adjustments for household size appropriate for the assisted unit as set forth in California Health and Safety Code sections 50079.5 and 50052.5 (h).

1.13 **"NOTE"** means the promissory note executed by the Borrower in favor of Lender in the amount of Two Hundred Twelve Thousand Seven Hundred Forty Dollars (\$212,740) to evidence the Loan substantially in the form attached hereto as Exhibit B.

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

1.15 **"PROJECT"** means the future development of affordable housing on the Property by an affordable housing developer selected by the Borrower.

1.16 **"PROPERTY"** means the real property located in the City of Oxnard, State of California and assigned assessor parcel numbers 201-0-213-130, 201-0-213-140, 201-0-272-020 and 201-0-272-030, as more particularly described in Exhibit A, which is incorporated into this Loan Agreement by this reference.

1.16 **"REGULATORY AGREEMENT"** means the regulatory agreement to be executed by the Borrower and the affordable housing developer selected by the Borrower, and recorded against the Property in the Official Records of Ventura County which regulates the use of the Property for affordable housing.

ARTICLE 2 TERMS OF THE LOAN

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

2.2 **AMOUNT.** The principal amount of the Loan shall be an amount not to exceed Two Hundred Twelve Thousand Seven Hundred Forty Dollars (\$212,740) and shall be evidenced by the Note.

2.3 **INTEREST.** Subject to the provisions of Section 2.4, the Note shall not bear interest.

2.4 **DEFAULT INTEREST.** In the event of a default by Borrower of Section 7.1 (A) under this Loan Agreement and expiration of applicable cure periods, Borrower shall pay to Lender interest on the outstanding principal of the Loan, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, from the date of the default until the date that the default is cured or the Lender is repaid in full.

2.5 **TERM OF LOAN.**

The principal of the Loan shall be automatically forgiven on the date that the Property is transferred to an affordable housing developer selected by the Borrower to complete the Project, subject to Lender's approval, which shall not be unreasonably withheld. The foregoing notwithstanding, the principal of the Loan shall be due and payable on the earlier of: (a) the date the Property is sold or otherwise transferred, except as expressly provided above, or (b) an event of default by Housing Authority, as defined below in Section 7.1, which has not been cured as provided for below in Section 7.2. In the event of default by Borrower, as defined below in Section 7.1, which has not been cured as provided for below in Section 7.2, the principal shall be due and payable in accordance with Section 7.3.

2.6 USE OF FUNDS. Loan proceeds shall be used for acquisition of the Property.

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

2.8 REPAYMENT OF THE LOAN. The principal shall be due and payable in accordance with the terms set forth in Section 2.5.

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

2.10 RECORDING. Concurrent with Borrower's acquisition of the Property, Escrow Holder shall record the Deed of Trust with the Recorder for the County of Ventura, and shall deliver conformed copies of the recorded documents to the Lender and Borrower.

ARTICLE 3 LOAN DISBURSEMENTS

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

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

B. Borrower has executed and delivered to lender all documents, instruments, and policies required under the Loan Documents, and the Deed of Trust, fully executed and in recordable form, has been delivered to Escrow Holder;

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

D. Borrower shall have provided Lender with three (3) days' written notice requesting the disbursement of the Loan; and

3.2 **DISBURSEMENT OF LOAN PROCEEDS.** Disbursement of Loan proceeds shall not exceed Two Hundred Twelve Thousand Seven Hundred Forty Dollars (\$212,740). The Housing Authority shall acquire a fee interest in the Property concurrent with the disbursement of the Loan.

ARTICLE 4 OPERATION

4.1 **OPERATION OF PROJECT.** Following the Borrower's selection of an affordable housing developer, Borrower and the selected affordable housing developer shall execute and record a Regulatory Agreement. The Project shall be operated and managed in full conformance with the terms of the Regulatory Agreement.

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

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

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

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

forms of assurance Lender in good faith from time to time determines appropriate to protect Lender from the consequences of the contest being unsuccessful.

ARTICLE 5 INDEMNITY AND INSURANCE

5.1 INDEMNITY AND INSURANCE. Borrower hereby agrees to defend, indemnify and save harmless the Lender and to procure and maintain insurance in accordance with the provisions of Exhibit D attached hereto and incorporated herein by reference, unless otherwise waived by Lender.

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

ARTICLE 7 HAZARDOUS MATERIALS

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

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

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

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

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

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

ARTICLE 7 DEFAULT AND REMEDIES

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

A. Monetary. Borrower's use of Loan funds for costs other than approved costs or for uses inconsistent with other terms and restrictions in the Loan Documents;

B. Operation. (1) Discrimination by Borrower on the basis of characteristics prohibited by applicable law or (2) the imposition of any encumbrances or liens on the Property

without Lender prior written approval that are prohibited under this Loan Agreement or that have the effect of reducing the priority of or invalidating the Deed of Trust;

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

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

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

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

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

7.2 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. For all Events of Default, Lender shall give written notice to Borrower of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the Default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall not be less than thirty (30) calendar days from the date of receipt of the notice or the date the notice was refused, by which such action to cure must be taken or if a cure is not possible within thirty (30) days, to begin such cure and diligently prosecute such to completion which shall, in any event, not exceed ninety (90) days from the date of receipt of the notice to cure. The Lender has the sole discretion to determine whatever additional reasonable time is needed to cure.

7.3 LENDER'S REMEDIES. Upon the happening of an Event of Default by Borrower and a failure to cure said Event of Default within the time specified in Section 7.2 above, Lender's obligation to disburse Loan proceeds shall terminate, and Lender may also, in

addition to other rights and remedies permitted by the Loan Documents or applicable law, proceed with the following remedy :

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

ARTICLE 8 GENERAL PROVISIONS

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

8.2 **CONFLICTS OF INTEREST.** Borrower covenants that:

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

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

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

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

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

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

8.7 **TIME.** Time is of the essence in these Loan Documents.

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

8.9 **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between Borrower and Lender shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Borrower and Lender as follows:

LENDER: City of Oxnard
City Manager's Office
300 West Third Street, Fourth Floor
Oxnard, CA 93030
Attn: City Manager

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

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

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

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

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

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

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

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

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

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

(Signatures appear on next page)

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

Lender

THE CITY OF OXNARD

Alexander Nguyen, City Manager

APPROVED AS TO FORM

Stephen Fischer, City Attorney

Borrower

OXNARD HOUSING AUTHORITY, a
public body, corporate and politic

Emilio Ramirez, Housing Director

APPROVED AS TO FORM

Price, Postel & Parma LLP
Special Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

For APN/Parcel ID(s): 201-0-213-130, 201-0-213-140, 201-0-272-020 and 2010-272-030

PARCEL 1: APN: 201-0-213-130

THE SOUTH 86.27 FEET OF LOTS 14 AND 15 BLOCK A, T.A. RICE TRACT, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1A PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: APN: 201-0-213-140

LOT 14 AND 15 BLOCK A, T. A. RICE TRACT, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1A, PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 15, RUNNING THENCE,

1ST: SOUTH ALONG THE WEST LINE OF SAID LOT 15, 27 FEET, 4 INCHES TO A POINT; THENCE,

2ND: EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 15, 12 FEET 5-1/2 INCHES TO A POINT THENCE,

3RD: SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 15, 11 INCHES TO A POINT; THENCE,

4TH: EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOTS 14 AND 15, 37 FEET AND 6-1/2 INCHES TO A POINT ON THE EAST LINE OF SAID LOT 14; THENCE,

5TH: NORTH ALONG THE EAST LINE OF SAID LOT 14, 28 FEET, 3 INCHES, MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 14; THENCE,

6TH: WEST ALONG THE NORTH LINE OF SAID LOTS 14 AND 15, 50 FEET MORE OR LESS TO THE POINT OF BEGINNING.

ALSO EXCEPT THE SOUTHERLY 86.27 FEET OF THE REMAINDER OF SAID LOTS.

PARCEL 3: APN: 201-0-272-020

LOT 15, IN BLOCK "D", OF T.A. RICE TRACT, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1-A PAGE 34, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALSO SHOWN AS PARCEL A, OF PARCEL MAP NO. 78-22, IN THE CITY OF OXNARD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 26 PAGES 81 AND 82, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED OR GRANTED IN DOCUMENTS OF RECORD.

PARCEL 4: APN: 201-0-272-030

LOT 16, IN BLOCK "D", OF T.A. RICE TRACT, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1-A PAGE 34, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALSO SHOWN AS PARCEL A, OF PARCEL MAP NO. 78-22, IN THE CITY OF OXNARD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 26 PAGES 81 AND 82, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED OR GRANTED IN DOCUMENTS OF RECORD.

EXHIBIT B

PROMISSORY NOTE

EXHIBIT C
DEED OF TRUST

EXHIBIT D

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS WITH ERRORS AND OMISSIONS REQUIREMENT

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No.
300 West Third Street, Suite 302
Oxnard, California 93030

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special**

Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

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

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

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

11/20

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE			ISSUE DATE (MM/DD/YY)		
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG . \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person)\$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				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: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard CA 93030			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> 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		

PROMISSORY NOTE

(Secured by Deed of Trust)

\$212,740

Oxnard, California
December ____, 2022

FOR VALUE RECEIVED, the undersigned, Oxnard Housing Authority, a public body, corporate and politic ("Borrower"), hereby promises to pay to the order of the City of Oxnard, a municipal corporation ("Lender"), the principal sum of Two Hundred Twelve Thousand Seven Hundred Forty Dollars (\$212,740). The term Loan as used herein, means the Loan evidenced by this Note. The Loan is made pursuant to the terms of an Affordable Housing Loan Agreement (the "Loan Agreement") dated as of December ____, 2022, executed concurrently herewith between Borrower and Lender.

All of the provisions of this Note are agreements which are secured by the Deed of Trust securing this Note. A default in observance of any of the provisions is a default with consequences under the Deed of Trust.

1. **DEFINITIONS.** Any term not defined herein shall have the meanings set forth in the Loan Agreement.

2. **AMOUNT AND TIME OF PAYMENT.** The principal of the Loan shall be automatically forgiven on the date that the Property is transferred to an affordable housing developer selected by the Borrower to complete the Project, subject to Lender's approval, which shall not be unreasonably withheld. The foregoing notwithstanding, the principal of the Loan shall be due and payable on the earlier of: (a) the date the Property is sold or otherwise transferred, except as expressly provided above, or (b) an event of default by Borrower, as defined in Section 7.1 of the Loan Agreement, which has not been cured as provided for in Section 7.2 of the Loan Agreement. In the event of default by Borrower, as defined in Section 7.1 of the Loan Agreement, which has not been cured as provided for in Section 7.2 of the Loan Agreement, the principal shall be due and payable in accordance with Section 7.3 of the Loan Agreement.

3. **DEFAULT INTEREST.** In the event of a default by Borrower of Section 7.1 (A) under the Loan Agreement and expiration of applicable cure periods, Borrower shall pay to Lender interest on the outstanding principal of the Loan, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, from the date of the default until the date that the default is cured or the Lender is repaid in full.

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

5. **ABSENCE OF USURY.** Borrower and Lender intend that the Loan be exempt from the restrictions contained in the California usury law, or if not exempt, that the Loan shall be in compliance with any applicable usury law. In furtherance thereof, Borrower and Lender agree that none of the terms

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

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

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

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

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

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

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

12. **NOTICES.** Notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Note shall be in writing and shall be given by personal delivery, mail or telegram or facsimile and addressed, if to Lender, City of Oxnard, 300 West Third Street, Fourth Floor, Oxnard, California 93030, Attn: City Manager, or if to Borrower, at Oxnard Housing Authority, 435 South D Street, Oxnard, California 93030, Attn: Housing Director. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the party for whom it is intended at the recipient's address. Notice by mail shall be deemed effective two (2) business days after depositing such notice, certified or registered mail, postage prepaid, properly stamped and sealed, with the United States Postal Service, properly addressed regardless of whether or when the notice is actually received by the addressee. Notice by telegram shall be deemed effective upon the transmission of the telegram, telegraph charges prepaid, to the party for whom it is intended at the recipient's address. Notice by facsimile shall be effective upon transmission. Notice by overnight guaranteed delivery service shall be deemed effective one (1) business day after depositing such notice with said service, charges prepaid and properly addressed. Either party may give notice of any change of address in accordance with the notice procedures described above.

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

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

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

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

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

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

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

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

21. **NONRECOURSE OBLIGATION.** Except as expressly provided in the second paragraph of this section, the Borrower, and the Borrower's officers, directors, employees and agents shall not have any

direct or indirect personal liability for payment of the principal of, or interest on, the Note or the performance of the covenants of the Trustor under the Deed of Trust securing the Note. The sole recourse of the Lender with respect to the principal of, or interest on, the Note shall be to the property securing the indebtedness evidenced by the Note. However, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Lender, or (b) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of the Note as demand for money within the meaning and 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, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of personal liability for (a) fraud or willful misrepresentation; (b) the failure to pay taxes, assessments or other charges (which are not contested by Trustor in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (c) the fair market value of any personal property or fixtures removed or disposed of by Trustor other than in accordance with the Deed of Trust; (d) the misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; and (e) payment to the Lender of any rental income or other income arising with respect to the Property received by the Borrower after the Lender has given notice to the Borrower of the occurrence of an Event of Default, subject to the rights of any lender providing a loan secured by the Property to which the Lender has subordinated the Deed of Trust.

**Oxnard Housing Authority, a public body, corporate
and politic**

By: Emilio Ramirez
Its: Housing Director

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY OF OXNARD

Housing Department

435 S D Street

Oxnard, CA 93030

Attention: Housing Director

No recording fee pursuant to California
Government Code Section 27383

APNs: 201-0-213-130
201-0-213-140
201-0-272-020
201-0-272-030

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

(This Deed of Trust contains an acceleration clause)

(Secures Promissory Note and Affordable Housing Loan Agreement)

This DEED OF TRUST (the "Deed of Trust") is made December __, 2022, between Oxnard Housing Authority, a public body, corporate and politic, herein called TRUSTOR, whose address is 435 S. D Street, Oxnard, CA 93030, to Chicago Title Company, a California corporation as trustee, herein called TRUSTEE, and the City of Oxnard, a municipal corporation (the "City"), herein called BENEFICIARY.

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

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

This loan is made for the purpose of securing the performance of each agreement of Trustor incorporated by reference or contained herein; and performance of that certain Affordable Housing loan Agreement dated December __, 2022, and Promissory Note dated December __, 2022, in the face amount of \$212,740 made by Trustor. This Deed of Trust secures all obligations of each of the foregoing agreements. Any default in the performance of obligations under any of such agreements is a default under each of the agreements and is a default hereunder, and entitles Beneficiary and Trustee to exercise all rights and remedies herein described.

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

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Madera	911	136	San Luis Obispo	1311	137
Alpine	3	130-31	Marin	1849	122	San Mateo	4778	175
Amador	133	438	Mariposa	90	453	Santa Barbara	2065	881

Butte	1330	513	Mendocino	667	99	Santa Clara	6626	664
Calaveras	185	338	Merced	1660	753	Santa Cruz	1638	607
Colusa	323	391	Modoc	191	93	Shasta	800	633
Contra Costa	4684	1	Mono	69	302	San Diego Series 5	1964	149774
Del Norte	101	549	Monterey	357	239	Sierra	38	187
El Dorado	704	635	Napa	704	742	Siskiyou	506	762
Fresno	5052	623	Nevada	363	94	Solano	1287	621
Glenn	469	76	Orange	7182	18	Sonoma	2067	427
Humboldt	801	83	Placer	1028	379	Stanislaus	1970	56
Imperial	1189	701	Plumas	166	1307	Sutter	655	585
Inyo	165	672	Riverside	3778	347	Tehama	457	183
Kern	3756	690	Sacramento	5039	124	Trinity	108	595
Kings	858	713	San Benito	300	405	Tulare	25300	108
Lake	437	110	San Bernardino	6213	768	Toulumne	177	160
Lassen	192	367	San Francisco	A-804	596	Ventura	2607	237
Los Angeles	T-3878	874	San Joaquin	2855	283	Yolo	769	16
						Yuba	398	693

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

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

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

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

(Signatures appear on following page)

SIGNATURE OF TRUSTOR

Oxnard Housing Authority, a public body, corporate and politic

By: Emilio Ramirez
Its: Housing Director

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

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

(Place Notary Seal Above)

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

For APN/Parcel ID(s): 201-0-213-130, 201-0-213-140, 201-0-272-020 and 2010-272-030

PARCEL 1: APN: 201-0-213-130

THE SOUTH 86.27 FEET OF LOTS 14 AND 15 BLOCK A, T.A. RICE TRACT, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1A PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: APN: 201-0-213-140

LOT 14 AND 15 BLOCK A, T. A. RICE TRACT, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1A, PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 15, RUNNING THENCE,

1ST: SOUTH ALONG THE WEST LINE OF SAID LOT 15, 27 FEET, 4 INCHES TO A POINT; THENCE,

2ND: EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 15, 12 FEET 5-1/2 INCHES TO A POINT THENCE,

3RD: SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 15, 11 INCHES TO A POINT; THENCE,

4TH: EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOTS 14 AND 15, 37 FEET AND 6-1/2 INCHES TO A POINT ON THE EAST LINE OF SAID LOT 14; THENCE,

5TH: NORTH ALONG THE EAST LINE OF SAID LOT 14, 28 FEET, 3 INCHES, MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT 14; THENCE,

6TH: WEST ALONG THE NORTH LINE OF SAID LOTS 14 AND 15, 50 FEET MORE OR LESS TO THE POINT OF BEGINNING.

ALSO EXCEPT THE SOUTHERLY 86.27 FEET OF THE REMAINDER OF SAID LOTS.

PARCEL 3: APN: 201-0-272-020

LOT 15, IN BLOCK "D", OF T.A. RICE TRACT, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1-A PAGE 34, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALSO SHOWN AS PARCEL A, OF PARCEL MAP NO. 78-22, IN THE CITY OF OXNARD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 26 PAGES 81 AND 82, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED OR GRANTED IN DOCUMENTS OF RECORD.

PARCEL 4: APN: 201-0-272-030

LOT 16, IN BLOCK "D", OF T.A. RICE TRACT, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1-A PAGE 34, OF

MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALSO SHOWN AS PARCEL A, OF PARCEL MAP NO. 78-22, IN THE CITY OF OXNARD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 26 PAGES 81 AND 82, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED OR GRANTED IN DOCUMENTS OF RECORD.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AND AUTHORIZING CITY MANAGER OR DESIGNEE TO EXECUTE AND TAKE ALL NEEDED ACTIONS IN CONSULTATION WITH CITY ATTORNEY RELATIVE TO ENTERING INTO A LOAN AGREEMENT WITH OXNARD HOUSING AUTHORITY FOR THE ACQUISITION OF PROPERTY DESIGNATED AS ASSESSOR PARCEL NUMBERS 201-0-213-130 AND 140 AND 201-0-272-020 AND 030 LOCATED IN THE CITY OF OXNARD AND OTHER MATTERS PERTAINING THERETO

WHEREAS, the City Council hereby finds and declares that it is necessary, essential and a public purpose for the City to enter into a variety of agreements with the Oxnard Housing Authority, a public body, corporate and politic (“Housing Authority”) to facilitate the Housing Authority’s acquisition of certain vacant real property located in the City of Oxnard, State of California and assigned assessor parcel numbers 201-0-213-130, 201-0-213-140, 201-0-272-020 and 201-0-272-030 (collectively the “Property”) and the development of an affordable housing project on the Property (“Project”); and

WHEREAS, in furtherance of the acquisition of the Property and the development of the Project, the City Council desires to approve a loan agreement in the amount of \$212,740 from In Lieu Fees collected by the City pursuant to the provisions of City of Oxnard Ordinance Nos. 2721 and 2980 and authorizes the City Manager or designee to execute an (i) Affordable Housing Loan Agreement; (ii) Promissory Note; and (iii) Deed of Trust with Assignment of Rents(collectively “Loan Documents”) by and between City and Housing Authority; and

WHEREAS, the City Council has determined that the approval of this Resolution and the acts authorized therein are exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code of Regulations section 15280 and Public Resources Code sections 21159.21 and 21159.23; and

WHEREAS, the City Council hereby finds and declares that this Resolution is being adopted by the City pursuant to the powers granted to the City.

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

1. The City Council hereby finds and declares that the above recitals are true and correct.
2. The City Council further approves and authorizes the City Manager or designee to take all needed actions and execute all requisite documents on behalf of the City in consultation with the City Attorney relative to (i) Loan Documents; and (ii) any other agreements for the purpose of developing, maintaining and operating the Project.
3. That the City Clerk is directed to prepare and file a Notice of Exemption with the County Clerk.
4. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this . day of _____, 2022, 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

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING AND AUTHORIZING THE HOUSING DIRECTOR TO TAKE ALL NEEDED ACTIONS IN CONSULTATION WITH GENERAL CONSEL REALTIVE TO ENTERING INTO A LOAN AGREEMENT WITH THE CITY OF OXNARD FOR THE ACQUISITION OF PROPERTY DESIGNATED AS ASSESSOR PARCEL NUMBERS 201-0-213-130 AND 140 AND 201-0-272-020 AND 030 AND LOCATED IN THE CITY OF OXNARD AND OTHER MATTERS PERTAINING THERETO.

WHEREAS, the Housing Authority of the City of Oxnard (the “Authority”) is authorized by Chapter 1 (commencing with Section 34200) of Part 2 of Division 24 of the Health and Safety Code of the State of California, as amended (the “Act”) to prepare, carry out, acquire, lease, finance and operate housing projects for persons of low income and to enter into agreements for the purpose of developing and providing financing for the development of multifamily rental housing facilities located within the jurisdiction of the Authority; and

WHEREAS, the Authority hereby finds and declares that it is necessary, essential and a public purpose for the Authority to enter into a variety of agreements to facilitate the acquisition of vacant real property located in the City of Oxnard, State of California and assigned assessor parcel numbers 201-0-213-130, 201-0-213-140, 201-0-272-020 and 201-0-272-030 (collectively the “Property”) and the development of an affordable housing project on the Property (“Project”); and

WHEREAS, in furtherance of the acquisition of the Property and the development of the Project, the Authority desires to enter into a loan agreement in the amount of \$212,740 with the City from In Lieu Fees collected by the City pursuant to the provisions of City of Oxnard Ordinance Nos. 2721 and 2980 and further authorizes the Housing Director or designee to execute an (i) Affordable Housing Loan Agreement; (ii) Promissory Note; and (iii) Deed of Trust with Assignment of Rents (collectively “Loan Documents”) by and between City and Housing Authority; and

WHEREAS, the Authority has determined that the approval of this Resolution and the acts authorized therein are exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code of Regulations section 15280 and Public Resources Code sections 21159.21 and 21159.23; and

WHEREAS, the Authority hereby finds and declares that this Resolution is being adopted by the Authority pursuant to the powers granted under the Act.

NOW, THEREFORE, BE IT RESOLVED by the Oxnard Housing Authority, as follows:

1. The Authority hereby finds and declares that the above recitals are true and correct.
2. The Authority hereby approves and authorizes Authority’s Housing Director or designee to take all needed actions and execute all requisite documents on behalf of the Authority in consultation with Authority’s General Counsel relative to (i) Loan Documents; and (ii) any other agreements for the purpose of acquiring the Property and developing, maintaining and operating the Project.
3. That the Housing Director is directed to prepare and file a Notice of Exemption with the County Clerk.

Passed and adopted this . day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, Secretary Designate

APPROVED AS TO FORM:

Stephen Fischer, General Counsel



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

DATE: December 7, 2022

TO: Housing Authority

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

SUBJECT: Pleasant Valley Window Replacement Project for Public Housing Units located at Squires Drive and Trevino Terrace.

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard:

Approve and authorize the Chairman to execute a firm-fixed price contract in the amount of \$1,017,512.98 with Newton Construction & Management (Agreement number A-8498) using funds appropriated from the 2022 Capital Fund grant to replace windows at the Pleasant Valley Village public housing site.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on October 25, 2022.)

BACKGROUND

The Pleasant Valley Village public housing site has 100 units. In recent years, a majority of the residents have reported issues with their windows, including condensation and difficulty with opening and closing. In addition, some of the replacement parts necessary to repair the windows are no longer available. Based on the condition of the existing windows and lack of parts needed for repairs, staff recommends replacing all windows. The proposed project involves replacing all of the windows with energy-efficient vinyl windows (approximately 950 windows).

This project was included in the current Capital Fund Program Five-Year Action Plan of the Housing Authority of the City of Oxnard.

ANALYSIS

The City of Oxnard and the Housing Authority of the City of Oxnard are members of Sourcewell (formerly known as the National Joint Powers Alliance), which competitively bids construction tasks with pre-set unit prices and specifications for general construction services including materials, equipment, and labor costs. The California Government Code authorizes public agencies to participate in cooperative purchasing agreements like those established by Sourcewell, while still complying with the local procurement policies. This project is subject to wage requirements of the Davis-Bacon and Related Acts (29 CFR Part 5) and the Section 3 Act of 1968 (24 CFR Part 75).

The Housing Authority of the City of Oxnard engaged Gordian, which is a service consultant authorized by Sourcewell, to procure a general contractor for the proposed project.

Newton Construction & Management submitted a proposal in the amount of \$1,017,512.98. The proposed scope of work includes:

1. Remove and dispose of all existing windows

2. Replace all windows with Milgard, or equivalent
3. Provide onsite storage container
4. Provide and install sealant and interior trim for each window
5. Provide and install insect screens for each window installed
6. Clean windows once installed

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

The funding for this item will be from the Housing Authority Capital Fund Grant of 2022. The Capital Fund allocation to the Housing Authority of the City of Oxnard was \$2,535,857. After deducting debt service, management fees and the cost of this agreement the remaining fund balance will be \$866,617. There is no impact to any City Fund.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on October 25, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Agreement Number A-8498

CAPITAL IMPROVEMENT CONTRACT

Contract No: **A-8498**

Name of Contractor: Newton Construction & Management Inc.

Address: 2436 Broad Street, San Luis Obispo, CA 93401

Project description: Pleasant Valley Window Replacement (CAL 31-4)

This Capital Improvement Contract ("**Contract**") is made at Oxnard, California, as of this 23rd day of September 2022 between the City of Oxnard Housing Authority, called herein the "**Authority**", and the above-named contractor ("**Contractor**") for the construction of the capital improvement project described herein. The parties hereto agree as follows:

I. Type of Contract

This contract is a firm-fixed price contract as defined by 2CFR Part 200 and the Department of Housing and Urban Development (HUD) Handbook 7460.8, Rev. 2.

2. Contract Price

Contractor shall perform the scope of work per the Final Detailed Scope of Work submitted for the Pleasant Valley Window Replacement Project. Authority shall pay Contractor, as described in **Exhibit A**, attached hereto and incorporated herein by this reference, in full payment for said work, the following sum: **\$1,017,512.98**.

The above sum includes all taxes and the costs of any required bonds.

3. Payment Schedule

Authority shall pay Contractor no later than 30 calendar days after Authority accepts Contractor's invoices and Authority shall make final payment no later than 60 calendar days after Authority has issued and approved a certificate of completion for the work contemplated herein, provided that the Authority may withhold from progress payments an amount equal to 5 percent of the progress payment and may withhold from final payment an amount sufficient to protect the Authority from disputes equivalent to 150 percent of the value of any disputed amount of work.

4. Scope of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work described in the approved plans.

5. Contract Documents

The complete Contract consists of all the following, which are specifically incorporated herein by reference:

- a. Change Orders
- b. Contract Amendments –
- c. This Contract
- d. Amendments to HUD Form 5370-C
- e. HUD Form 5370 General Conditions for Non-Construction Contracts – Public Housing Programs
- f. Specifications
- g. Plans
- h. Permits
- i. Contractor's bid proposal and list of subcontractors (if applicable).
- j. Performance and payment bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent of the Contract price.
- k. Insurance as required by the specifications and applicable law.
- l. All applicable wage determinations, safety and health regulations, non-discrimination provisions, labor standards, and requirements if the Contract is federally assisted. This includes but is not limited to such items enumerated in the specifications and addenda thereto.

6. Indemnity

Contractor agrees to indemnify, hold harmless and defend Authority, its Commission, and each member thereof, and every officer, employee, representative or agent of Authority, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Contractor or its agents, employees, Subcontractors, Contractors, and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Contractor or its agents, employees, subcontractors, consultants and other persons acting on Contractor's behalf would be held strictly liable.

7. Time for Performance

The time limit for the completion of the work is **120 working days** from material delivery.

Contractor shall not perform any work until the Authority issues a Notice to Proceed. Work will be completed within the time limit specified above and in the Notice to Proceed.

8. Acknowledgement

Contractor by signing hereunder acknowledges that he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

CITY OF OXNARD
HOUSING AUTHORITY

John C. Zaragoza
Chairman

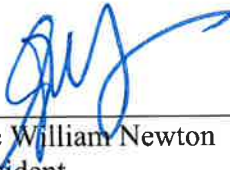
APPROVED AS TO FORM:

Stephen M. Fischer,
Housing General Counsel

APPROVED AS TO COMPLIANCE:

Rhonda Hodge
Contract Administrator

NEWTON CONSTRUCTION &
MANAGEMENT INC.



Eric William Newton
President

APPROVED AS TO INSURANCE:

Rhonda Hodge
Housing Finance Officer

GENERAL CONDITIONS

Work Hours:

From 8:00 AM to 5:00 PM max. Including 1-hour lunch.

No work is allowed Saturdays, Sundays and during any official holidays.

Safety and Security:

The contractors are required to secure the work area during the work hours, lunch hours, weekends, and holidays. The contractors shall secure and render safe the entire construction area at the end of each working day. Work areas must be well barricaded and flagged, and all precautions should be taken to avoid injury or damage to any person or property and shall protect and indemnify the Housing against any claim or liability arising from or based on the lack of proper safeguards or negligence whether by it or its agents, employees or Subcontractors.

Compliance with all Laws:

The contractors shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the contractors perform pursuant to the contract documents.

Project Schedule:

The contractor is expected to complete the job in not to exceed one hundred-sixty **(120) working days**.

Construction Debris:

Due to the nature of the job, the contractor is responsible for hauling away debris.

Storage Bin

The contractor shall provide bins and/or containers for temporary storage.

Warranty:

The contractor shall warranty the work for a period of **One (1) year** against workmanship and a full lifetime warranty for the windows by the manufacturer.

Final Walkthrough, and Sign off:

The contractor is required to call for a final walk through with the project manager and/ or the Housing Authority staff after completion of each unit at the job site. Upon approval, the contractor may partially bill the Housing Authority for that completed unit. All the payments will be pending obtaining a final sign off from the City inspector and turning in those permits.

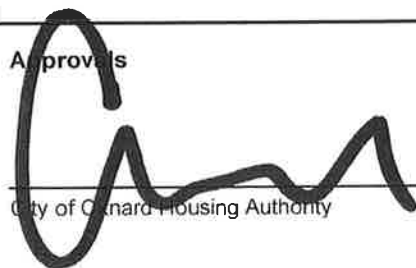
EXHIBIT A



Work Order Signature Document

EZIQC Contract No.: CA-R7-GB01-123021-NCM			
☒ New Work Order		☐ Modify an Existing Work Order	
Work Order Number.: 106782.00		Work Order Date: 08/01/2022	
Work Order Title: Oxnard Housing - Pleasant Valley Window Replacement			
Owner Name: City of Oxnard Housing Authority		Contractor Name: Newton Construction & Management	
Contact: Fredi Contreras		Contact: Darin Terrazas	
Phone: 805-890-8319		Phone: 805-544-5583	
Work to be Performed			
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R7-GB01-123021-NCM.			
<u>Brief Work Order Description:</u>			
Window replacement			
Time of Performance		Estimated Start Date:	
		Estimated Completion Date:	
Liquidated Damages		Will apply: ☐ Will not apply: ☒	
Work Order Firm Fixed Price: \$1,017,512.98			
Owner Purchase Order Number:			

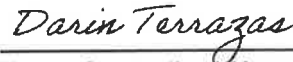
Approvals



City of Oxnard Housing Authority

8/3/2022

Date



Newton Construction & Management

09/01/2022

Date

Detailed Scope of Work

To: Darin Terrazas
Newton Construction & Management
2436 Broad St
San Luis Obispo, CA 93401
805-544-5583

From: Fredi Contreras
City of Oxnard Housing Authority
1470 E Colonia Rd
oxnard, CA 93030
805-890-8319

Date Printed: August 01, 2022

Work Order Number: 106782.00

Work Order Title: Oxnard Housing - Pleasant Valley Window Replacement

Brief Scope: Window replacement

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Pleasant Valley Window Replacement

- Contractor to Demo/remove and dispose of all existing windows, and replace with Milgard, or equivalent. Submittals for Owner approval will be provided. Approximately 950 windows, however a supplemental job order will be issued to handle any additional or descoped window quantities.
- Contractor to provide onsite storage containers for storage of materials.
- Contractor to provide and install sealant and interior trim for each window.
- Contractor to provide and install insect screens for each window installed.
- Contractor to clean windows upon completion of installation for each window.

Clarifications and Exclusions

1. Work to be performed during normal working hours, does not include after hours or weekend/Holiday work.
2. Moving furniture is not included in this proposal.
3. Oxnard Housing Authority to coordinate with tenants to have 3' clearance in front of all windows prior to installation.
4. Coordination and notification to tenants is the responsibility of Oxnard Housing Authority. Contractor will provide updated schedules to allow for proper notifications.

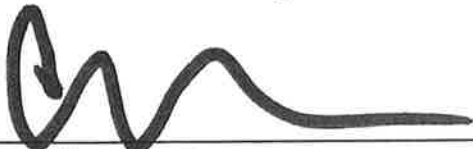
Subject to the terms and conditions of JOC Contract **CA-R7-GB01-123021-NCM**.



Newton Construction & Management

09/01/2022

Date



City of Oxnard Housing Authority

8/3/2022

Date

Contractor's Price Proposal - Summary

Date: August 01, 2022

Re: IQC Master Contract #: CA-R7-GB01-123021-NCM
Work Order #: 106782.00
Owner PO #:
Title: Oxnard Housing - Pleasant Valley Window Replacement
Contractor: Newton Construction & Management
Proposal Value: \$1,017,512.98

Bond	\$21,903.41
Dumpster	\$8,419.64
Hauling	\$36,057.40
Mobilization	\$631.28
Scaffold	\$71,769.16
Screen	\$45,393.23
Storage	\$929.78
Trim	\$143,256.96
Window	\$689,152.12
Proposal Total	\$1,017,512.98

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: August 01, 2022

Re: IQC Master Contract #: CA-R7-GB01-123021-NCM
 Work Order #: 106782.00
 Owner PO #:
 Title: Oxnard Housing - Pleasant Valley Window Replacement
 Contractor: Newton Construction & Management
 Proposal Value: \$1,017,512.98

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Bond					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$21,903.41
				Quantity Unit Price Factor = Total	
			Installation	19,912.19 x 1.00 x 1.1000 = 21,903.41	
			2% Bond Fee		
Subtotal for Bond					\$21,903.41
Dumpster					
2	01 74 19 00 0016		EA	40 CY Dumpster (5 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$8,419.64
				Quantity Unit Price Factor = Total	
			Installation	9.00 x 809.97 x 1.1550 = 8,419.64	
			Approx. 106 windows per load.		
Subtotal for Dumpster					\$8,419.64
Hauling					
3	01 22 23 00 1391		MO	1-1/2 Ton Capacity, 8' To 10' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$36,100.68
				Quantity Unit Price Factor = Total	
			Installation	2.00 x 15,628.00 x 1.1550 = 36,100.68	
			Used for transporting new windows to closest parking area for each housing unit. Used modifier to account for time that vehicle goes unused.		
4	01 22 23 00 1391 0039		MOD	For Equipment Without Operator, Deduct	-\$16,134.74
				Quantity Unit Price Factor = Total	
			Installation	1.00 x -13,969.47 x 1.1550 = -16,134.74	
5	01 66 19 00 0047		CY	Transfer Delivered Materials Distances Greater Than 125'. Per CY Of Material Per 125'	\$8,045.73
				Quantity Unit Price Factor = Total	
			Installation	1,080.00 x 6.45 x 1.1550 = 8,045.73	
			Hauling materials from Flat Bed Truck to housing units. 360 CY material x 375 FT.		
6	01 66 19 00 0073		CY	Transfer Demolition Debris Distances Greater Than 125'. Per CY Of Material Per 125'	\$8,045.73
				Quantity Unit Price Factor = Total	
			Installation	1,080.00 x 6.45 x 1.1550 = 8,045.73	
			Hauling demolished materials from housing units to dumpster. 360 CY material x 375 FT		
Subtotal for Hauling					\$36,057.40
Mobilization					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 106782.00

Work Order Title: Oxnard Housing - Pleasant Valley Window Replacement

Mobilization

7	01 71 13 00 0002	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.						\$631.28
			Installation	Quantity		Unit Price		Factor	Total
				2.00	x	273.28	x	1.1550	631.28
			Equipment + scaffolding mobilization/demob						

Subtotal for Mobilization

\$631.28

Scaffold

8	01 54 23 00 0005	CCF	Scaffolding With Bracing Accessories - Area Based On 3' Wide Sections (CCF / Month)						\$2,923.07
			Installation	Quantity		Unit Price		Factor	Total
				60.00	x	42.18	x	1.1550	2,923.07
			30 CCF per month for 2 months.						
9	01 54 23 00 0007	CCF	Up To 20' Height Scaffolding Initial Erection And Final Dismantling, Per CCF Of Scaffolding And Accessories						\$68,846.09
			Installation	Quantity		Unit Price		Factor	Total
				1,332.00	x	44.75	x	1.1550	68,846.09
			37 2-story units(2-sides = 74). 40 LF x 15 Ft. x 3 Ft. = 1800 CF or 18 CCF. 74 x 18 CCF = 1332						

Subtotal for Scaffold

\$71,769.16

Screen

10	08 53 66 00 0003	EA	>6 To 9 SF, Insect Screen For Vinyl Windows						\$45,393.23
			Installation	Quantity		Unit Price		Factor	Total
				950.00	x	41.37	x	1.1550	45,393.23
			950 New insect screens.						

Subtotal for Screen

\$45,393.23

Storage

11	01 52 13 00 0031	MO	8' x 8' x 20' Storage Container						\$929.78
			Installation	Quantity		Unit Price		Factor	Total
				4.00	x	201.25	x	1.1550	929.78
			Storage of windows, per owner 2 containers for 2 months						

Subtotal for Storage

\$929.78

Trim

12	06 65 00 00 0042	LF	3/4" x 3/4" Quarter Round Trim, Plastic Molding						\$143,256.96
			Installation	Quantity		Unit Price		Factor	Total
				16,150.00	x	5.74	x	1.1550	107,069.66
			Demolition	Quantity		Unit Price		Factor	Total
				16,150.00	x	1.94	x	1.1550	36,187.31
			Trim at interior of windows. Average 17 LF of trim per window, 950 windows						

Subtotal for Trim

\$143,256.96

Window

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 106782.00**Work Order Title:** Oxnard Housing - Pleasant Valley Window Replacement**Window**

13	08	53	13	00	0547	EA	>93" To 101" UI, Horizontal Sliding Premium Vinyl Window (Pella 350)					\$389,554.36
							Quantity	Unit Price	Factor	=	Total	
						Installation	550.00	x	550.86	x	1,1550	349,933.82
						Demolition	550.00	x	62.37	x	1,1550	39,620.54
						Demo/Remove 550 old windows. Install 550 new windows.						
14	08	53	13	00	0548	EA	>101" To 110" UI, Horizontal Sliding Premium Vinyl Window (Pella 350)					\$299,597.76
							Quantity	Unit Price	Factor	=	Total	
						Installation	400.00	x	581.49	x	1,1550	268,648.38
						Demolition	400.00	x	66.99	x	1,1550	30,949.38
						Demo/Remove 400 old windows. Install 400 new windows.						

Subtotal for Window**\$689,152.12****Proposal Total****\$1,017,512.98**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (without maintenance) greater than \$250,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach thereof of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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. 1701u (section 3). 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 CFR Part 75, 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 75 regulations.
- (c) 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 CFR Part 75. 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 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

form HUD-5370-C (01/2014)

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: December 7, 2022

TO: Housing Authority

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

SUBJECT: Oxnard Housing Authority's purchase of two multi-family residential properties, for one dollar, located at 2051 Mariposa Street and 1250 Azalea Street from the City of Oxnard.

RECOMMENDATION

1. That the City Council:

- i. Adopt a resolution authorizing the City Manager or designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Purchase and Sale Agreement and a Regulatory Agreement and a Declaration of Restrictive Covenants by and between the City of Oxnard and the Housing Authority of the City of Oxnard for the sale of two multi-family residential properties located at 2051 Mariposa Street and 1250 Azalea Street;
- ii. Authorize the transfer of \$183,720.32 from Fund 219 to the Housing Authority of the City of Oxnard; and
- iii. Authorize the transfer of \$116,279.68 from the Inclusionary In-Lieu Fund (Fund Number 371) to the Housing Authority of the City of Oxnard

2. That the Board of Commissioners of the Housing Authority of the City of Oxnard:

- i. Adopt a resolution approving and authorizing its Executive Director or designee to execute and take all needed actions in consultation with Authority's General Counsel relative to entering into a Purchase and Sale Agreement and a Regulatory Agreement and a Declaration of Restrictive Covenants by and between the City of Oxnard and the Oxnard Housing Authority for the sale of two multi-family residential properties located at 2051 Mariposa Street and 1250 Azalea Street;
- ii. Accept the transfer of \$183,720.32 from Fund 219 from the City of Oxnard; and
- iii. Accept the transfer of \$116,279.68 from the Inclusionary In-Lieu Fund (Fund Number 371) from the City of Oxnard.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on October 25, 2022.)

BACKGROUND

In 2009, the City applied for and received a \$2,015,000 Neighborhood Stabilization Program grant from the California Department of Housing and Community Development. The purpose of the Neighborhood Stabilization Program grant was to purchase and rehabilitate single-family homes which had been foreclosed upon in the wake of the financial crisis of 2008, which were in turn to be sold to eligible purchasers for owner-occupancy.

In 2010 and 2011, utilizing the Neighborhood Stabilization Program grant funding, a total of six foreclosed homes were purchased by the City of Oxnard, rehabilitated, and sold to six low-income families from Oxnard. The City of Oxnard applied for authorization to reinvest the proceeds from the sales of those homes to increase the supply of affordable housing. On March 2, 2011, the State of California approved the City of Oxnard's request to utilize grant program income funds for redevelopment activities, including the acquisition of vacant or demolished properties, redevelopment, and rental properties.

In accordance with the State's March 2, 2011 approval, in December of 2011 and March of 2012, respectively, the City of Oxnard purchased two multi-family properties, totaling six units, in the Orchard neighborhood. The property located at 1250 Azalea Street was purchased for \$345,236. The property located at 2015 Mariposa Street was purchased for \$348,446 (together referred to as the "Properties"). Title to the Properties is held in the name of the City of Oxnard. Pursuant to Neighborhood Stabilization Program regulations, the six rental units must be maintained affordable to low-income households until the year 2042.

Both of the Properties underwent substantial rehabilitation to bring them into compliance with federal Housing Quality Standards. Since 2012, the six units have been rented out to low-income families under the Housing Choice Voucher program. While some of the rental income has been expended on property maintenance costs, and some on program administration, a reserve fund has a current balance of available funds in the amount of \$183,720.32.

DISCUSSION

The Housing Authority of the City of Oxnard has primary responsibility for the operation and management of city-financed affordable housing developments and programs. State regulations permit Neighborhood Stabilization Program grantees, which are municipal entities holding title to affordable housing properties purchased under the program, to transfer title to another entity during the period in which affordability restrictions apply, provided that the new titleholder assumes responsibility for maintaining the affordable housing requirements and for all liabilities attaching to the property.

Given the Oxnard Housing Authority's expertise and experience in managing affordable housing developments, staff proposes to transfer the Properties from the City of Oxnard to the Housing Authority of the City of Oxnard. The transfer of the Properties allows greater flexibility in how the rent revenue from the six units can be used to further affordable housing. The proposed Purchase and Sale Agreement (Attachment Number 1), if approved by the City Council and the Board of Commissioners, will effectuate such a transfer. Legal counsel has also drafted a Regulatory Agreement and Declaration of Restrictive Covenants (Attachment Number 2) which will meet the Neighborhood Stabilization Program requirements to ensure continued affordability as required by regulations.

Based on the condition of the Properties and projected future maintenance needs, staff projects a cost of \$300,000 to meet existing deferred maintenance and future improvement needs. To meet these maintenance needs, staff is recommending a total appropriation in the amount of \$300,000 (\$183,721 from the existing accrued net rent revenue collected in Fund 219 and \$116,279.68 from fund balance of Inclusionary In-Lieu Fund 371) to be paid to the Oxnard Housing Authority for anticipated maintenance of the properties.

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

To meet the existing deferral maintenance estimated at \$300,000, the Housing Authority is recommending an appropriation in the amount of \$183,721 from existing rent revenues from the fund balance of Fund 219 and an appropriation in the amount of \$116,279 from the fund balance of the Inclusionary In-Lieu Fund 371. The total appropriation of \$300,000 will be appropriated to the respective fund's contribution to other agencies for the maintenance of the Properties.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on October 25, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Purchase and Sale Agreement
2. Regulatory Agreement and Declaration of Restrictive Covenants
3. Resolution of the City Council of the City of Oxnard
4. Resolution of the Housing Authority of the City of Oxnard

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “Agreement”), dated as of _____, 2022 (the “Effective Date”), is entered into by and between the CITY OF OXNARD, a municipal corporation (“Seller”), and the HOUSING AUTHORITY OF THE CITY OF OXNARD, a public body, corporate and politic (“Buyer”).

1. **Purchase and Sale.** Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms, covenants and conditions set forth herein, the following real properties:
 - a. That certain real property located in the County of Ventura, State of California, commonly known as 2051 Mariposa Street, Oxnard, CA 93036, APN: 139-0-091-045, and legally described in Exhibit A attached hereto (“Mariposa”).
 - b. That certain real property located in the County of Ventura, State of California, commonly known as 1250 Azalea Street, Oxnard, CA 93036, APN: 139-0-095-125, and legally described in Exhibit B attached hereto (“Azalea”, and collectively with Mariposa, the “Properties”).
2. **Purchase Price; Escrow.**
 - a. Purchase Price. The purchase price (the “Purchase Price”) for the Properties shall be One Dollar (\$1.00), payable in accordance with this Agreement.
 - b. Escrow. Escrow shall be opened (the “Escrow”) with [*Escrow Officer name*] at [*address/contact info*] (the “Escrow Holder”). Within two (2) business days following the Effective Date, Seller shall deliver a copy of this Agreement to Escrow Holder. Buyer and Seller will execute joint escrow instructions consistent with the terms of this Agreement (the “Escrow Instructions”).
 - c. Payment of Purchase Price. Buyer agrees to pay, or cause to be paid, the Purchase Price to Seller through the Escrow Holder by depositing cash or a certified or cashier’s check payable to the Escrow Holder, or by electronic transfer of immediately available funds, which must be delivered to the Escrow Holder at least three (3) days before the Closing Date.
 - d. As-Is Condition of Properties. Buyer hereby accepts the Properties on an “AS IS WITH ALL FAULTS” basis, in its existing condition and with all faults, and assumes the risk of any and all latent or patent defects in the condition of the Properties. Buyer is not relying on any representation, warranty, covenant or agreement of any kind whatsoever, express or implied, from Seller or any other governmental authority or public agency, or their respective agents or employees, as to any matters concerning the Properties, including without limitation: (i) the quality, nature, adequacy or physical condition and aspects of the Properties; (ii) the quality, nature, adequacy and physical condition of soils, geology and groundwater; (iii) the existence, quality, nature, adequacy and physical condition of utilities services or roadways serving the Properties; (iv) the development potential of the Properties, and the use, habitability, value or adequacy of the Properties for any particular purpose; (v) the zoning or other legal status or entitlement or lack thereof of the Properties with any applicable codes, laws, rules, regulations, statutes, resolutions, ordinances, covenants, conditions and restrictions of any governmental entity or of any other person or entity; (vi) the presence of any underground storage tank or hazardous materials on, under or about the Properties or the adjoining or neighboring property; (vii) roads and access; or (viii) the economics of the operation of the Properties.
 - e. Buyer’s Assumption of Risk. Buyer represents and warrants that prior to entering into this Agreement, Buyer has had the opportunity to perform all investigations of the Properties

that Buyer deems to be necessary or appropriate, including: (i) soils and environmental investigations; (ii) zoning, utilities and drainage investigations; (iii) physical site inspections and investigations; (iv) a thorough review of all entitlements and materials relating to the potential development of the Properties; (v) market and economic feasibility investigations; and (vi) information regarding public agencies or authorities having jurisdiction over the Properties, as necessary. Buyer acknowledges that it has satisfied itself as to the suitability, feasibility and all other matters relating to the Properties based solely on its own investigations and analyses and not in reliance on the accuracy or completeness of any information provided by Seller or any of its agents, consultants or contractors.

f. Title. Buyer represents and warrants that it has reviewed and approves all matters relating to the title to the Properties, including the following matters:

- i. As to Mariposa, all matters disclosed by that certain preliminary title report dated July 15, 2020, issued by First American Company, a copy of which is attached hereto as Exhibit C. As to Azalea, all matters disclosed by that certain preliminary title report dated July 20, 2020, issued by First American Company, a copy of which is attached hereto as Exhibit D. Buyer may obtain, at Buyer's sole cost and expense, ALTA surveys of the Properties, in form sufficient to satisfy the requirements of First American Title Company for the issuance of an ALTA owner's policy of title insurance, and copies of which, as well as copies of any updates thereof or supplements thereto, shall be provided by Buyer to Seller promptly upon Buyer's receipt thereof.
- ii. All matters relating to any governmental and other legal requirements relating to the Properties, such as taxes, assessments, zoning and building codes.
- iii. The physical condition of the Properties, including all physical and functional aspects of the Properties, and including an investigation as to the presence of hazardous materials on or under the Properties and the compliance of the Properties with all hazardous materials laws.

g. Release and Indemnity

- i. Effective as of Closing, Buyer waives its right to recover from Seller and forever releases, covenants not to sue and discharges the Seller and related parties from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Properties, including, but not limited to, the presence of any hazardous materials on, in, under or about the Properties, except for any liability of Seller for any breach of any representation or warranty set forth in this agreement.
- ii. Effective as of Closing, Buyer shall indemnify, defend and hold Seller harmless from and against any and all suits, actions, proceedings, investigations, demands, claims, liabilities, fines, penalties, liens, judgments, losses, injuries, damages, expense or costs whatsoever arising from, relating to, or occasioned in any way by the physical condition of the Properties, including, but not limited to, the presence of any hazardous materials on, in, under or about the Properties, except for any liability of Seller for any breach of any representation or warranty set forth in Section 2.8 below.
- iii. The release and indemnity set forth in this agreement, includes claims, liabilities and other matters of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect

Buyer's willingness to enter into the release and indemnification of the Seller. In this connection and to the fullest extent permitted by law, Buyer hereby agrees, represents and warrants that Buyer understands and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the release and indemnification set forth in Sections 2.7(a) and 2.7(b) have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller and related parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses, except for any liability of Seller for any breach of any representation or warranty set forth in Section 2.8 below.

- iv. The provisions of this section shall survive the Closing.

California Civil Code Section 1542 provides as follows:

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

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

Buyer's Initials: _____

- h. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

- i. Seller has the power and authority to enter into this Agreement and convey the Properties to Buyer and to execute and deliver the other documents referred to herein and to perform hereunder and thereunder on behalf of Seller. This Agreement has been duly authorized, executed and delivered by Seller.
- ii. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, nor the compliance with the terms and conditions hereof will violate, in any material respect, any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restrictions of any government, governmental agency or court to which Seller is subject.
- iii. Seller has not granted to any third person an option to purchase all or any portion of the Properties.

- i. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

- i. Buyer has the power and authority to enter into this Agreement and to execute and deliver the documents referred to herein and to perform hereunder and thereunder on behalf of Buyer. This Agreement has been duly authorized, executed and delivered by Buyer.
- ii. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated by this Agreement, nor the compliance with the terms

and conditions hereof will violate, in any material respect, any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restrictions of any government, governmental agency or court to which Buyer is subject.

- iii. Buyer shall comply with all requirements of the Neighborhood Stabilization Program, including but not limited to all obligations set forth in that certain Regulatory Agreement and Declaration of Restrictive Covenants (City of Oxnard NSP Funds) (“Regulatory Agreement”) in favor of Seller, which shall be delivered by Buyer at Closing and recorded concurrently with the Grant Deeds as set forth in this agreement.

3. Conditions to Closing

- a. Buyer’s Closing Conditions. All obligations of Buyer under this Agreement are, before or at the Closing, subject to each of the following conditions precedent (“Buyer’s Closing Conditions”). Buyer’s Closing Conditions are solely for Buyer’s benefit and any or all of Buyer’s Closing Conditions may be waived in writing by Buyer in whole or in part without prior notice.
 - i. Title. On the Closing Date, Seller shall convey to Buyer through Escrow Holder marketable fee simple title to the Properties by execution and delivery of the Grant Deeds, and cause to be delivered to Buyer from the title company two ALTA Owner’s Extended Coverage Policies of Title Insurance (or equivalent form acceptable to Buyer) with liability in the amounts of \$_____ for Mariposa, and \$_____ for Azalea, insuring title to the Properties in Buyer, together with such endorsements as may be reasonably requested by Buyer (the “Title Policies”).
 - ii. Closing Documents. Seller must have delivered to Escrow Holder the documents and funds it is required to deliver through Escrow at Closing.
 - iii. Physical Condition. The physical condition of the Properties must be substantially the same on the Closing Date as on the Effective Date.
 - iv. Consents. All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by Seller to Buyer, including approval by Seller’s governing body.
- b. Seller’s Closing Conditions. Seller’s obligation to sell the Properties is expressly conditioned on the fulfillment of each of the following conditions precedent at or before the Closing (“Seller’s Closing Conditions”). Seller’s Closing Conditions are solely for Seller’s benefit and any of Seller’s Closing Conditions may be waived in writing by Seller in whole or in part without prior notice.
 - i. Purchase Price. Buyer must have delivered the Purchase Price to Escrow Holder.
 - ii. Delivery of Closing Documents and Funds. Buyer must have delivered to Escrow Holder the documents and funds specified in this agreement.

4. Closing.

- a. Escrow. Buyer and Seller, upon Escrow Holder’s request, agree to execute such Escrow Instructions as are reasonably required to consummate the transaction contemplated by this Agreement.
- b. Closing Definitions. The “Closing” means the exchange of money and documents as described herein and will be deemed to have occurred when Seller’s Grant Deeds to Buyer have been recorded concurrently with the Regulatory Agreement, the title company is

irrevocably and unconditionally committed to issue the Title Policies, and Buyer has delivered the Purchase Price in immediately available funds to Escrow Holder.

- c. Closing Date. Seller and Buyer agree that the Closing will occur no later than thirty (30) days after the Effective Date.
- d. Seller's Deposit of Documents and Funds. Seller must deposit into Escrow the following documents duly executed by Seller and in form and substance reasonably satisfactory to Buyer:
 - i. Deeds. The duly executed and acknowledged grant deeds conveying the Properties to Buyer (the "Grant Deeds"); and
 - ii. Additional Documents. Such additional documents, including the Escrow Instructions, and funds, as may be required by Escrow Holder, or as necessary to convey the Properties in accordance with this Agreement.
- e. Buyer's Deposit of Documents and Funds. Buyer must deposit into Escrow the following funds and documents duly executed by Buyer in form and substance reasonably satisfactory to Seller:
 - i. Purchase Price. The Purchase Price;
 - ii. Regulatory Agreement. The duly executed and acknowledged Regulatory Agreement described in the is agreement; and
 - iii. Additional Documents. Such additional documents, including signed written Escrow instructions consistent with this Agreement, as may be required by Escrow Holder, or as necessary to convey the Properties in accordance with this Agreement.
- f. Closing. When the Escrow Holder receives all documents and funds identified in this Article 4, and the title company is ready, willing, and able to issue the Title Policies, the Escrow Holder will close Escrow by:
 - i. Recording the Grant Deeds;
 - ii. Recording the Regulatory Agreement;
 - iii. Issuing the Title Policies to Buyer; and
 - iv. Paying the Purchase Price to Seller.
- g. Closing Costs. Closing costs shall be allocated as follows:
 - i. Escrow Fees. Paid equally by Seller and Buyer.
 - ii. Cost of Title Policies. Paid by Buyer.
 - iii. Cost of Recording Grant Deeds and All Applicable Documentary Transfer Taxes. Paid by Buyer.
 - iv. Other Costs, Charges, and Expenses. Borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with the custom in the county where the Properties are located.
- h. Possession. Seller will deliver exclusive right of possession of the Properties to Buyer on the Closing Date.
- i. No Broker's Commission. No broker is being used in this transaction and no broker's commission is due.

5. **Survival.** The obligations of Seller and Buyer under this Agreement shall survive the Closing.
6. **Default.** In the event of default, the non-breaching party hereunder shall be entitled: (i) to enforce its rights under this Agreement specifically, which right of specific performance is appropriate based upon the unique nature of the Property; (ii) to recover damages and costs by reason of any breach of any provision of this Agreement; and (iii) to exercise all other rights granted by law to such non-breaching party. The parties further agree and acknowledge that the non-breaching party may, in its sole and absolute discretion, exercise any and all other remedies available to it at law or in equity.
7. **Notices**
- a. Any and all notices and other communications required or permitted to be given under this Agreement shall be in writing and either: (i) personally delivered, in which case notice shall be deemed delivered upon receipt; (ii) sent by facsimile, in which case notice shall be deemed delivered upon the sender's receipt of confirmation of transmission of such facsimile notice produced by the sender's facsimile machine; (iii) sent by any national recognized overnight courier service with provisions for proof of delivery, in which case notice shall be deemed delivered on the next business day after the sender deposits the same with such delivery service; or (iv) sent by United States Postal Service, postage prepaid, certified mail, return receipt requested, in which case notice shall be deemed delivered on the date of delivery as shown on the return receipt or the date of the addressee's refusal to accept delivery as indicated by the United States Postal Service, and in any case such notices or other communication shall be addressed to the following addresses:
- Buyer:*
- Housing Authority of the City of Oxnard
435 South "D" Street
Oxnard, CA 93030
Attn: Brenda Lopez
- Seller:*
- City of Oxnard
305 W. 3rd Street
Oxnard, California 93030
Attn: Elsa Brown
- b. Either party may change its address for notice from time to time by notice to the other party in writing to the other in the manner aforesaid; provided that any such notice of change of address shall only be effective upon actual receipt by the other party.

8. **Miscellaneous**

- a. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.
- b. Construction
- i. No provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.
- ii. As used herein, the terms "include," "including" and similar terms shall be construed as if followed by the phrase "but not limited to." The terms "hereof,"

“herein” and “hereunder” and words of similar import, shall be construed to refer to this Agreement as a whole, and not to any particular article or provision, except as expressly so stated.

- iii. It is the intent of the parties that all indemnification obligations of either party set forth in this Agreement shall apply without regard to whether or not (i) the indemnifying party is negligent or otherwise at fault in any respect with regard to the existence or occurrence of any of the matters covered by any such indemnification obligation, or (ii) the indemnifying party otherwise caused or created, or is claimed to have caused or created, the existence or occurrence of any of the matters covered by any such indemnification obligation, whether through its own acts or omissions or otherwise.
- c. Business Days; Deadlines. As used in this Agreement and any document executed by any party hereto to another party hereto at the Closing, the term “business days” means all days of the year except Saturdays, Sundays, and the holidays recognized by the Federal Reserve Bank of San Francisco. If a deadline provided in this Agreement or any document executed by any party hereto to another party hereto at the Closing falls on a day other than a business day, such deadline shall be extended until the first business day thereafter.
- d. Entire Agreement. This written Agreement, including all Exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained or merged herein. The Exhibits attached hereto are hereby incorporated in and made part of this Agreement.
- e. Recording. The parties agree that this Agreement shall not be recorded. If Buyer causes this Agreement or any notice or memorandum thereof to be recorded, this Agreement shall be null and void at the option of Seller.
- f. No Continuance. Buyer acknowledges that there shall be no assignment, transfer or continuance of Seller’s insurance coverage after the Closing.
- g. Time of Essence. Time is of the essence in this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is not a business day, in which case the period shall be deemed to run until the next day which is a business day.
- h. Original Document. This Agreement may be executed by all parties in electronic counterparts in which event each shall be deemed an original, and all of which shall constitute one and the same agreement.
- i. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California with venue in Ventura County.
- j. Amendment. This Agreement may be amended or modified only by written agreement subsequently executed by Buyer and Seller.
- k. Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.
- l. Assignment. Neither party may assign its rights under this Agreement without the prior written consent of the other party.

[Signatures appear on following page.]

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

SELLER: CITY OF OXNARD, a municipal corporation

By: _____
Alexander Nguyen, City Manager

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

BUYER: HOUSING AUTHORITY OF THE CITY OF OXNARD, a public body, corporate and politic

By: _____
Emilio Ramirez, Director

EXHIBIT A

MARIPOSA LEGAL DESCRIPTION

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

LOT 28, TRACT NO. 1341, IN THE CITY OF OXNARD, AS PER MAP RECORDED IN BOOK 31, PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON OR MINERAL SUBSTANCES IN, ON AND UNDER SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, OR THE SUBSURFACE THEREOF TO A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, FOR THE PURPOSES OF EXPLORING FOR DRILLING, BORING, MARKETING OR REMOVING SUCH SUBSTANCES.

APN: 139-0-091-045

EXHIBIT B

AZALEA LEGAL DESCRIPTION

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

LOT 169 OF TRACT 1341, IN THE CITY OF OXNARD, AS PER MAP RECORDED IN BOOK 31, PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS LYING BELOW A DEPTH OF 500 FEET, WITH NO RIGHTS OF SURFACE ENTRY IN SAID PROPERTY.

APN: 139-0-095-125

EXHIBIT C

MARIPOSA PRELIMINARY TITLE REPORT

EXHIBIT D

AZALEA PRELIMINARY TITLE REPORT

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

City of Oxnard, Housing Department
Attn: Housing Director
435 South D Street
Oxnard, CA 93030

Request recording without fee. Record for the
benefit of the City of Oxnard pursuant to
Government Code Section 27383

(Space above this line for Recorder's use only)

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS
(City of Oxnard NSP Funds)

This Regulatory Agreement and Declaration of Restrictive Covenants (City of Oxnard NSP Funds) (this "Agreement") is made as of this ____ day of ____, 2022 by and between the City of Oxnard, a municipal corporation (the "City"), and the Housing Authority of the City of Oxnard, a public body, corporate and politic (the "Owner").

RECITALS

- I. In November 2009, the City received Neighborhood Stabilization Program funds (the "NSP Funds") from United States Department of Housing and Urban Development ("HUD") through the California Department of Housing and Community Development ("HCD") under Division B, Title III of the Housing and Economic Recovery Act of 2008 ("HERA"). The NSP Funds must be used by the City in accordance with 75 F.R. 64322 (Notice of Formula Allocations and Program Requirements for Neighborhood Stabilization Program Formula Grants) (the "NSP Regulations"). Together, HERA and the NSP Regulations are referred to herein as the "NSP Requirements."
- II. Except as otherwise prescribed by the NSP Requirements, the statutory and regulatory provisions that govern the Community Development Block Grant ("CDBG") program under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301, *et seq.*), as amended (including those at 24 CFR part 570) (the "CDBG Regulations"), apply with equal force to the NSP Funds. The Home Investment Partnerships Act ("HOME") program standards at 24 C.F.R. Part 92 (the "HOME Regulations") define the affordable rents, continued affordability standards, and enforceability mechanisms governing the use of the NSP Funds.
- III. The City used the NSP Funds to purchase and renovate several single-family houses. The City subsequently sold the renovated houses to low-income families, and in 2011 and 2012 the City used net proceeds from the sales to purchase and renovate two triplexes, one located at 2051 Mariposa Street, Oxnard, CA 93036, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Mariposa"), and one located at 1250 Azalea Street, Oxnard, CA 93036, as more particularly described in Exhibit B attached hereto and incorporated herein by this reference ("Azalea", and collectively with Mariposa, the "Properties"). Because the Properties were purchased using income from the NSP Funds, they remain subject to the NSP Requirements, the CDBG Regulations and the HOME Regulations.

- IV. Concurrently with the recording of this Agreement, the City is transferring title to the Properties to the Owner for a purchase price of one dollar (\$1), subject to the terms and conditions of this Agreement and the NSP Requirements, including but not limited to the CDBG Regulations and the HOME Regulations.
- V. As further consideration for the sale of the Properties and to further obligation of the City to ensure compliance with the NSP Requirements, the Owner has agreed to enter into and record this Agreement. The purpose of this Agreement is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Properties. The covenants in this Agreement are intended to run with the land and be binding on the Owner and its successors and assigns in the Properties.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the aforementioned sale of the Properties, the Owner and the City hereby agree as follows:

1) DEFINITIONS

- a) “Actual Household Size” means the actual number of persons in the applicable household.
- b) “Adjusted Income” means the total anticipated annual income of the Tenant as calculated pursuant to 24 C.F.R. 92.203(b)(1).
- c) “LMMH Units” means the Units which, pursuant to Section 3.1 below, may be occupied by Low-, Moderate-, and Middle-Income Households.
- d) “Low-, Moderate-, and Middle-Income Household” means a Tenant with an Adjusted Income that does not exceed 120 percent (120%) of Median Income, as defined in the NSP Regulations.
- e) “Median Income” means the median gross yearly income, adjusted for Actual Household Size, in the County of Ventura, California, as published from time to time by HUD.
- f) “Qualifying Household” means a Tenant that qualifies as a Low-, Moderate- and Middle-Income Household, or Very Low-Income Household, as defined herein.
- g) “Qualifying Rent” means the total monthly charges for Rent, which shall not exceed, as the case may be:
 - i) “Low HOME Rent”, defined as Rent that does not exceed 30 percent (30%) of the Adjusted Income of a Tenant whose annual income equals fifty percent (50%) of the Median Income; or
 - ii) “High HOME Rent”, defined as Rent that does not exceed 30 percent (30%) of the Adjusted Income of a Tenant whose annual income equals sixty-five percent (65%) of the Median Income.
- h) “Rent” means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by Owner which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or

charges for use of the land or associated facilities and assessed by a public or private entity other than Owner, and paid by the Tenant.

- i) “Tenant” means a household that occupies a Unit in one of the Properties.
- j) “Term” means the period beginning on the date of this Agreement and ending on the fifteenth (15th) anniversary thereof.
- k) “Unit(s)” means one or more of the residential units in the Properties.
- l) “Very Low-Income Household” means a household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, as defined in 24 C.F.R 92.2.
- m) “Very Low-Income Units” means the Units which, pursuant to Section 3.1 below, are required to be occupied by Very Low-Income Households.

2) TERM AND COMPLIANCE

- a) COMPLIANCE WITH NSP REQUIREMENTS. The Owner’s actions with respect to the Properties shall at all times be in full conformity with all of the NSP Requirements, including but not limited to the CDBG Regulations and the HOME Regulations.
- b) TERM OF AGREEMENT. This Agreement shall commence upon the date of this Agreement and terminate fifteen (15) years thereafter. The requirements of this Agreement shall apply throughout the Term without regard to the term of any loan or mortgage, or any transfer of ownership of the Properties.

3) OCCUPANCY AND RENTS

- a) OCCUPANCY OF UNITS. During the Term of this Agreement, the Owner shall take all reasonable steps to ensure all that six (6) Units in the Properties are occupied by Qualifying Households. Of the six (6) Units, at least two (2) Units must be occupied by Very Low-Income Households whose rents do not exceed Low HOME Rent limits, and the remaining four (4) Units may be occupied by Low-, Moderate-, and Middle-Income Households whose rent does not exceed High HOME Rent limits.
- b) COMPLIANCE WITH FAIR HOUSING AND DISABILITY LAWS. The Properties shall be maintained and operated to comply with all applicable federal, state, and local requirements for access for disabled persons, including but not limited to Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as amended, and with implementing regulations at 24 CFR, Part 8, and the Fair Housing Act (42 USC 3601-3619), implemented at 24 CFR Part 100, Subpart D.
- c) MAXIMUM RENTAL CHARGES. Subject to the provisions of Section 3.5 below, the Rent paid by Tenants of Very Low-Income Units may not exceed the Low HOME Rent, and the Rent paid by Tenants of LMMH Units may not exceed the High HOME Rent.
- d) INCOME CERTIFICATION. The Owner shall obtain, complete, and maintain on file, immediately prior to initial occupancy, and annually thereafter, income certifications from each Tenant renting any of the Units. The Owner shall make a good faith effort to verify the accuracy of the income provided by the applicant or Tenant, as the case may be, in an income certification. To verify the information, the Owner shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year;

(iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant or Tenant receives assistance from either of such agencies; or (vi) if the applicant or Tenant is unemployed and does not have a tax return, obtain another form of independent verification. Copies of Tenant income certifications are to be made available to the City upon request.

e) RENT INCREASES; INCREASES IN TENANT INCOMES.

- i) Rent Increases. Annual increases in Qualifying Rents shall be calculated based on the change in Median Income published annually by HUD. At least sixty (60) calendar days prior to increasing Qualifying Rents on any Unit, the Owner shall submit to the City for review and approval a written request for such increase. Tenants shall be given at least thirty (30) days written notice prior to any increase in Qualifying Rents, consistent with state law. The City shall approve such request if the increased Qualifying Rents will comply with all applicable NSP Requirements, including but not limited to CDBG Regulations and HOME Regulations.
- ii) Increases in Qualifying Household Incomes. In the event that recertification of a previously-Qualifying Household's Annual Income indicates that the Annual Income exceeds the maximum designated for a particular Unit, the Owner may increase rents on such Unit only as permitted by HUD in accordance with regulations regarding "over-income tenants" at 24 CFR 92.252(i).

4) LEASING THE PROPERTIES

- a) TENANT LEASES. In newly leasing the Units, the Owner shall use a form of lease which must not contain any provision which is prohibited by 24 C.F.R. Section 92.253(b), must comply with all requirements of this Agreement, and must, among other matters:
 - i) Provide for termination of the lease for failure to: (i) provide any information required under this Agreement or reasonably requested by the Owner to establish or recertify the Tenant's qualification as a Qualifying Household, or, as applicable, (ii) qualify as a Qualifying Household as a result of any material misrepresentation made by such Tenant with respect to the income computation.
 - ii) Be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and the Owner, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of the Owner and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 3.5 above.
 - iii) Provide that any termination of a lease or refusal to renew a lease for a Unit must be in conformance with 24 C.F.R. 92.253(c), and must be preceded by not less than thirty (30) days written notice to the Tenant by the Owner specifying the grounds for the termination.
- b) TENANT SELECTION. Tenant selection must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d) and any modifications thereto.
- c) NONDISCRIMINATION. The Owner shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of Units on the basis of race, color, ancestry, national origin, religion, sex, gender, gender identity or expression, sexual preference, age, marital status, family status, source of income, military or veteran status, physical or mental disability,

medical condition, genetic information, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any basis prohibited by law. The Owner shall include a statement in all advertisements, notices and signs for the availability of Units for rent to the effect that the Owner is an Equal Housing Opportunity Provider.

- d) **MARKETING PLAN.** The Owner shall adopt a plan for marketing the Units, including procedures for affirmative marketing efforts in compliance with fair housing laws and the City's affirmative fair marketing guidelines.

5) PROPERTY MANAGEMENT

- a) **MANAGEMENT RESPONSIBILITIES.** The Owner is responsible for all management functions with respect to the Properties, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Properties.
- b) **APPROVAL OF MANAGEMENT POLICIES.** The Owner shall submit its written management policies with respect to the Properties to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement, and the NSP Requirements, as the same may be amended from time to time.
- c) **INSPECTION AND RECORDS.** The Owner shall maintain records which clearly document the Owner's performance of its obligations to operate the Properties under the terms of this Agreement. The Owner shall submit all requested records to the City within ten (10) business days of the City's request. The Owner shall permit the City to enter and inspect the Properties for compliance with Owner's obligations under this Agreement at all reasonable times upon twenty-four (24) hours advance notice of such visit by the City to the Owner and to Tenants of any Units. The Owner must include provisions in Tenant leases that allow for City inspections of Units.
- d) **COMPLIANCE MONITORING.** The Owner shall operate the Properties in full compliance with this Agreement and the NSP Requirements, and the same as may be amended from time to time, and shall remain in compliance therewith throughout the Term of this Agreement. The Owner shall permit the City to conduct annual compliance monitoring, including performing on-site records review and inspections of the Properties, as required by regulation or reasonably requested by City.
- e) **ANNUAL REPORT.** The Owner shall annually submit to the City a report in a form approved by City for the preceding period of January 1st through December 31st or portion thereof, containing the information requested by City so as to allow the City to determine the Owner's compliance with this Agreement. The report shall also state the date the tenancy commenced for each Unit and such other information as the City may be request. Within thirty (30) days after receipt of a written request, Owner shall submit any other information or completed forms requested by the City in order to comply with reporting requirements of HUD, HCD, or the City. The City shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to the Properties or any Unit to determine compliance with this Agreement.
- f) **FEES, TAXES, AND OTHER LEVIES.** The Owner shall be responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Properties, and shall pay such charges prior to delinquency.

- g) **PROPERTY TAX EXEMPTION.** The Owner shall not apply for any property tax exemption for the Properties under any provision of law other than California Revenue and Taxation Code Section 214(g) without the City's prior written consent.
- h) **MAINTENANCE OF EXISTING STRUCTURES.** Owner shall maintain the Properties in good condition, in good repair, ordinary wear and tear excepted, and in a decent, safe, sanitary, habitable and tenantable condition. All Units in the Properties must meet the standards set out in 24 CFR 92.251(f) throughout the Term of this Agreement. Owner shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Properties. City shall have no responsibility over maintenance of the Properties.

6) GENERAL PROVISIONS

- a) **SUBORDINATION.** This Agreement shall be senior and not be subordinate to any deed of trust, note, or agreement, and may be subordinated in priority only as to liens and encumbrances otherwise approved in writing by the City in its sole and absolute discretion.
- b) **DEFAULT AND REMEDIES** In the event of any breach of any agreement or obligation under this Agreement by the Owner, the City shall provide written notice to the Owner of such breach. The Owner shall have an opportunity to cure such breach within thirty (30) days from the Owner's receipt of such written notice or such longer period of time as the City determines is necessary to cure the breach if the Owner diligently undertakes to cure such breach. If the Owner fails to perform a timely cure of the specified breach, the City may proceed with any or all of the following remedies upon the Owner's failure to cure:
 - i) Bring an action in equitable relief seeking the specific performance by the Owner of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;
 - ii) Enter upon, take possession of, and manage the Properties, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Properties;
 - iii) After notice provided for herein, make such repairs or replacements to the Properties as are necessary and provide for payment thereof; or
 - iv) Pursue any other remedy allowed at law or in equity.
- c) **GOVERNING LAW.** This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.
- d) **TIME.** Time is of the essence in this Agreement.
- e) **CONSENTS AND APPROVALS.** Any consent or approval of the City required under this Agreement shall not be unreasonably withheld. Any approval must be in writing and executed by an authorized representative of the City.
- f) **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between the Owner and the City shall be sufficiently given and shall not be

deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of the Owner and the City as follows:

City:

Housing Authority of the City of Oxnard
435 South "D" Street
Oxnard, CA 93030
Attn: Brenda Lopez

Owner:

City of Oxnard
305 W. 3rd Street
Oxnard, California 93030
Attn: Elsa Brown

- g) **BINDING UPON SUCCESSORS.** This Agreement shall be recorded and all provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of the Owner, and the City, and shall run with the land for the full Term of this Agreement, regardless of any conveyance or transfer of the Properties or portion thereof.
- h) **RELATIONSHIP OF PARTIES.** The relationship of the Owner and the City during the Term of this Agreement shall not be construed as a joint venture, equity venture, or partnership.
- i) **WAIVER.** Any waiver by the City of any obligation 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 the Owner or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to the Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of Owner's obligations under this Agreement. Consent by the City to any act or omission by the Owner shall 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.
- j) **AMENDMENTS AND MODIFICATIONS.** Any amendment to or modification of this Agreement must be in writing, and shall be made only if executed by both the Owner and the City.
- k) **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, City and Owner have caused this Agreement to be executed by their respective duly authorized officers.

CITY: CITY OF OXNARD, a municipal corporation

By: _____
Alexander Nguyen, City Manager

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

OWNER: HOUSING AUTHORITY OF THE CITY OF OXNARD, a public body, corporate and politic

By: _____
Emilio Ramirez, Housing Director

APPROVED AS TO FORM:

By: _____
Stephen Fischer, General Counsel

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Place Notary Seal Above)

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Place Notary Seal Above)

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Place Notary Seal Above)

Exhibit A

Legal Description of Mariposa

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

LOT 28, TRACT NO. 1341, IN THE CITY OF OXNARD, AS PER MAP RECORDED IN BOOK 31, PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON OR MINERAL SUBSTANCES IN, ON AND UNDER SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, OR THE SUBSURFACE THEREOF TO A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, FOR THE PURPOSES OF EXPLORING FOR DRILLING, BORING, MARKETING OR REMOVING SUCH SUBSTANCES.

APN: 139-0-091-045

Exhibit B

Legal Description of Azalea

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

LOT 28, TRACT NO. 1341, IN THE CITY OF OXNARD, AS PER MAP RECORDED IN BOOK 31, PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON OR MINERAL SUBSTANCES IN, ON AND UNDER SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, OR THE SUBSURFACE THEREOF TO A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, FOR THE PURPOSES OF EXPLORING FOR DRILLING, BORING, MARKETING OR REMOVING SUCH SUBSTANCES.

APN: 139-0-091-045

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NUMBER _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AND AUTHORIZING THE HOUSING DIRECTOR OR DESIGNEE TO EXECUTE AND TAKE ALL NEEDED ACTIONS IN CONSULTATION WITH CITY ATTORNEY RELATIVE TO ENTERING INTO A PURCHASE AND SALE AGREEMENT AND A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS BY AND BETWEEN THE CITY OF OXNARD AND THE HOUSING AUTHORITY OF THE CITY OF OXNARD FOR THE SALE OF THE RESIDENTIAL REAL PROPERTIES LOCATED AT 2051 MARIPOSA STREET AND 1250 AZALEA STREET

WHEREAS, the City Council hereby finds and declares that it is necessary, essential and a public purpose for the City to enter into a variety of agreements to facilitate the sale of two residential real properties currently owned by the City of Oxnard (the “City”) located at 2051 Mariposa Street and 1250 Azalea Street (the “Properties”) to the Housing Authority of the City of Oxnard (the “Housing Authority”) and to ensure that the Properties will be rented to very low-, low-, and moderate-income individuals and families as required by the rules and regulations established by the Neighborhood Stabilization Program (“NSP Requirements”); and

WHEREAS, in furtherance of the sale of the Properties the City Council desires to approve and authorize the Housing Director, or designee, to execute a Purchase and Sale Agreement (“PSA”) by and between the City and the Housing Authority wherein the City will sell the Housing Authority the Properties in consideration of one dollar (\$1); and

WHEREAS, in furtherance of the sale of the Properties the City Council desires to approve and authorize the Housing Director, or designee, to execute a Regulatory Agreement and Declaration of Restrictive Covenants (City of Oxnard NSP Funds) (“Regulatory Agreement”) by and between the City and the Housing Authority wherein the Housing Authority shall agree to own and operate the Properties in compliance with the NSP Requirements; and

WHEREAS, in furtherance of the sale of the Properties the City Council desires to approve and authorize the Housing Director, or designee, to execute two Grant Deeds transferring ownership of the Properties to the Housing Authority concurrently with the recordation of the Regulatory Agreement; and

WHEREAS, the City Council has determined that the approval of this Resolution and the acts authorized therein is covered by the General Rule Exemption set forth in Section 15061(b)(3) of Division 6 of Title 14 of the California Code of Regulations that exempts those projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. As such, the approval of this Resolution is exempt from preparing an environmental document pursuant to the California Environmental Quality Act; and

WHEREAS, the City Council hereby finds and declares that this Resolution is being adopted by the City pursuant to the powers granted to the City.

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

1. The City Council hereby finds and declares that the above recitals are true and correct.
2. The City Council approves and authorizes the City’s Housing Director or designee to take all needed actions and execute all requisite documents on behalf of the City in consultation with the City Attorney relative to (i) the PSA; (ii) the Regulatory Agreement; (iii) the Grant Deeds; and (iv) any

other agreements for the purpose of selling the Properties and ensuring the Housing Authority's ongoing compliance with the NSP Requirements.

3. That the City Clerk is directed to prepare and file a Notice of Exemption with the County Clerk.

4. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2022, 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

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NUMBER _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING AND AUTHORIZING ITS EXECUTIVE DIRECTOR OR DESIGNEE TO EXECUTE AND TAKE ALL NEEDED ACTIONS IN CONSULTATION WITH AUTHORITY'S GENERAL COUNSEL RELATIVE TO ENTERING INTO A PURCHASE AND SALE AGREEMENT AND A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS BY AND BETWEEN THE CITY OF OXNARD AND THE HOUSING AUTHORITY OF THE CITY OF OXNARD FOR THE PURCHASE OF THE RESIDENTIAL REAL PROPERTIES LOCATED AT 2051 MARIPOSA STREET AND 1250 AZALEA STREET

WHEREAS, the Housing Authority of the City of Oxnard (the "Authority") is authorized by Chapter 1 (commencing with Section 34200) of Part 2 of Division 24 of the Health and Safety Code of the State of California, as amended (the "Act") to prepare, carry out, acquire, lease, finance and operate housing projects for persons of low income and to enter into agreements for the purpose of developing and providing financing for the development of affordable rental housing facilities located within the jurisdiction of the Authority; and

WHEREAS, the Authority hereby finds and declares that it is necessary, essential and a public purpose for the Authority to enter into a variety of agreements necessary to purchase two residential real properties currently owned by the City of Oxnard (the "City") located at 2051 Mariposa Street and 1250 Azalea Street (the "Properties") and to ensure that the Properties will be rented to very low-, low-, and moderate-income individuals and families as required by the rules and regulations established by the Neighborhood Stabilization Program ("NSP Requirements"); and

WHEREAS, in furtherance of the purchase of the Properties, the Authority deems it necessary to (i) enter into a Purchase and Sale Agreement ("PSA") by and between the City and the Authority, wherein the City will sell the Authority the Properties in consideration of one dollar (\$1); and (ii) a Regulatory Agreement and Declaration of Restrictive Covenants (City of Oxnard NSP Funds) ("Regulatory Agreement") by and between the City and the Authority, wherein the Authority shall agree to comply with the NSP Requirements; and

WHEREAS, the PSA and the Regulatory Agreement have been placed on file with the Authority prior to this meeting and are available for public inspection and review; and

WHEREAS, the Authority has determined that the approval of this Resolution and the acts authorized therein is covered by the General Rule Exemption set forth in Section 15061(b)(3) of Division 6 of Title 14 of the California Code of Regulations that exempts those projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. As such, the approval of this Resolution is exempt from preparing an environmental document pursuant to the California Environmental Quality Act; and

WHEREAS, the Authority hereby finds and declares that this Resolution is being adopted by the Authority pursuant to the powers granted under the Act.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the City of Oxnard, as follows:

1. The Authority hereby finds and declares that the above recitals are true and correct.

2. The Authority hereby approves the purchase of the Properties and authorizes Authority's officers to take all needed actions in consultation with Authority's General Counsel relative to (i) the PSA, (ii) the Regulatory Agreement, and (iii) any other agreements for the purpose of purchasing and operating the Properties.

3. That the Executive Director is directed to prepare and file a Notice of Exemption with the County Clerk.

Passed and adopted this ____ day of _____, 2022, by the following vote:

AYES:

NAYS:

ABSENT:

John C. Zaragoza, Chairman

ATTEST:

Rose Chaparro, Secretary Designate

APPROVED AS TO FORM:

Stephen Fischer, General Counsel



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6

DATE: December 7, 2022

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Appropriation of Wildland Fire Reimbursement Revenue.

RECOMMENDATION

That City Council appropriate \$303,068 to the Fire Department to restore the Department's original training budget; to improve and expand training related to mutual aid response; and to acquire equipment and supplies needed for mutual aid response to wildland fire events.

(Finance and Governance Committee approved 3-0 on October 25, 2022.)

BACKGROUND

The Oxnard Fire Department has played an increasingly important role in responding to large-scale wildland incidents around the state in the last five years. This has been due, in part, to the size of the wildland incidents within California. The Thomas Fire that started in 2017, was the largest fire in the state's history, and now ranks eleventh in largest fires. Eleven of the twenty largest fires in California history have started since the Thomas Fire. As of October 3, 2022, a total of 6,739 wildfires had been recorded killing 9 people, destroying 880 structures and burning 365,895 acres for the 2022 calendar year.

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

The CFAA provides reimbursement for the Fire Department that includes all personnel costs, vehicle costs, travel costs (food and accommodation) as well as an administrative fee. The administrative fee is adjusted every year and this year it is set at 18.85% of total reimbursed expenses.

DISCUSSION

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

The State or Federal reimbursement arrives months after the incident has been resolved, with the revenue credited to the General Fund, but without a corresponding increase in appropriations, leaving the Fire Department's operating budget depleted. As of the posting of this staff report, \$21,984 of the Fire Department training budget has been consumed by reimbursable costs for mutual aid assignments for FY22/23.

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

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

In addition to investing in professional development, the Department will invest funds in supplies and equipment that will enhance the mutual aid program, improve response capabilities and increase firefighter safety.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

On March 30, 2021 and January 18, 2022, City Council unanimously approved Budget Appropriations reimbursing the Fire Department all direct travel and personnel costs incurred for mutual aid while allowing the Department to reinvest the reimbursement for indirect costs (vehicle costs and administrative surcharge) back in to the mutual aid program through training and the purchase of equipment designed for wildland fire response. For Fiscal Year 22/23 the Department is requesting an appropriation prior to the completion of the wildland season. As staff are currently on assignment and the need for mutual aid response continues, the Department will request a second appropriation of funds later in the fiscal year.

The proposed allocation of CFAA reimbursements will allow the Fire Department to reimburse the General Fund for overtime and benefits incurred during mutual aid; to restore the training budget; and to purchase supplies, equipment and certifications.

CFAA Reimbursement	Amount	Fund	Purpose
Personnel costs	\$629,139.01	1012501-50200, 50220 & 51160 – OT & Employee Benefits	Reimburse budgeted General Fund costs for overtime and benefits incurred during mutual aid
Travel costs*	\$21,984.10	1012501-52310 – Training	Restore Fire Department training budget for travel costs charged to it during mutual aid
Engine hours/Vehicle reimbursement*	\$133,147.17	1012501-56040 – Machinery and Equip New	Procurement of equipment to support fire response
Administrative surcharge (18.85%)*	\$147,936.74	1012501-52400 – Minor Eqp - Shop/Field	Procurement of supplies to support fire response
Total	\$932,207.01	1012501-47700 - Other Reimbursements	

* Included in appropriation request totaling \$303,068.01

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on October 25, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

1. BA Wildland Fire Reimbursement 2022

REQUEST FOR BUDGET APPROPRIATION

Department: Fire
Project/Program _____
Manager: Hamilton

Date: December 6, 2022

Phone: x7700

Reason for Appropriation:

To appropriate \$303,068 of wildland reimbursement revenue to the Fire Department for training, supplies, equipment purchases, and certifications.

Accounts and Descriptions

AMOUNT

Fund: **101 - GENERAL FUND**

Expenditures/Transfers Out

FIRE SUPPRESSION (2501)

1012501-52310	TRAINING/WORKSHOP/MTNGS	21,984
1012501-52400	MINOR EQP/SHOP AND FIELD	147,937
1012501-56040	MACHINERY AND EQUIP NEW	133,147
	Sub-total Expenditures	<u>303,068</u>

Net Change to Fund Balance **(303,068)**

Net Appropriation Change **303,068**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: December 7, 2022

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Authorization to submit grant applications to Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (Matching requirement of up to \$153,622).

RECOMMENDATION

That City Council adopt a resolution:

1. Authorizing the submission of seven (7) grant applications to the FEMA Assistance to Firefighters Grant for \$1,689,842, including a 10% local match for the purpose of procuring ten (10) LUCAS devices, a Type 3 apparatus, an air compressor, paramedic school, and USAR, HazMat and Fire Prevention training;
2. Authorizing the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. Authorizing the Fire Chief or designee to submit non-financial reports.

BACKGROUND

The City of Oxnard and surrounding agencies are eligible to submit grant applications to FEMA for consideration of federal funds totaling \$1,689,842. Fire departments are eligible to apply for the FEMA Fiscal Year 2022 Assistance to Firefighters Grant (AFG) to obtain critically needed resources necessary for protecting the public and emergency personnel from fire and related hazards. The FY2022 AFG Program has three activities: Operations and Safety, Vehicle Acquisition, and Regional Projects. Within the Operations and Safety category there are sub-categories of training and equipment. Successful AFG submissions are awarded on an annual basis. The grant funds, if awarded, will fund ten (10) LUCAS devices, a Type 3 apparatus, an air fill station, Paramedic School, and USAR, HazMat and Fire Prevention training.

DISCUSSION

This report is being published in anticipation of seven (7) grant applications to be submitted to FEMA in December 2022. The solicitation period in 2021 was November 8 through December 17, 2021, due to Measure E this item is being presented prior to confirmation of the funding required by the regional partners; Ventura County Fire Protection District, Ventura City Fire and Fillmore Fire Department, on the Oxnard regional application for USAR training. This will impact the total request, but not the amount required for the City of Oxnard or the local match as requested in this report.

The City of Oxnard will submit three (3) applications specifically for the Oxnard Fire Department. These are to send three (3) firefighters to paramedic school for a cost of \$385,722, for the purchase of an air fill station to fill self-contained breathing apparatus (SCBAs) in the amount of \$100,000 and a Type 3 wildland apparatus in the amount of \$650,000. A specialized air compressor is required for the filling of SCBA bottles, the Fire Department is aiming to replace a 25 year old air fill station at Fire Station #1. The current unit is becoming expensive to repair and parts are increasingly hard to

source. It is imperative that our air fill stations provide clean breathing air for us while working in Immediately Dangerous to Life and Health (IDLH) environments. The Type 3 apparatus is a smaller, more nimble fire engine that contains up to 500 gallons of water. This unit is being requested as was identified within the Fire Department 5 year strategic plan to diversify the equipment fleet to better handle our changing risk profile. As the Department increasingly fights fires in areas of open land in the north, west and south of the city, there is a growing need to use vehicles that can more readily gain access to these areas. Additionally, this apparatus will be used for local emergencies as well as deployed to mutual aid assignments; the City receives cost recovery for use of the apparatus on mutual aid assignments.

One (1) regional application for Urban Search and Rescue (USAR) training will be submitted by the City of Oxnard. The application will pay for overtime and backfill for suppression personnel to attend Rope Rescue Technician, Structural Collapse Tech 1 and 2, Confined Space Rescue Tech, Regional Tech Search Specialist, and Regional Task Force Leader courses. The Oxnard Fire Department request for funds will be \$124,495, the total grant application request is unknown at the time of publication while regional partners confirm their funding request. The additional request for regional partners will not affect the local match for the City of Oxnard.

Ventura County Fire Protection District will submit a regional application for LUCAS mechanical cardiopulmonary resuscitation (CPR) devices. The Oxnard Fire Department is requesting ten (10) devices LUCAS chest compression systems in the amount of \$200,000. The Department currently has ten (10) devices assigned to frontline apparatus, the additional devices will allow all standardization of life saving equipment in all response vehicles.

A regional application for Hazardous Materials Tech 1 class will be submitted on behalf of the region by Ventura City Fire Department. If funded, \$113,414 will pay the overtime and backfill for twelve (12) Oxnard Firefighters to attend the 160 hour course.

The final regional grant request will be submitted by Fillmore Fire Department. The request is a comprehensive list of training for multiple Fire Prevention personnel to receive qualifications and certifications required by the State of California to be qualified as State Fire Marshal Inspectors. The request for Oxnard will cover all training costs including instructor fees, travel expenses and overtime. Oxnard Fire Department has reviewed the outstanding certifications for Prevention staff and has requested \$116,210 in funding.

If awarded, the grant period for AFG funding is May 1, 2023 to April 30, 2025. As of the time of this report the grant solicitation has not been posted by FEMA, however the posting is anticipated to be posted prior in November 2022 with a submission deadline of December 2022.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is a matching funds requirement of 10% for each AFG grant, if awarded. Expenditures are anticipated to begin in FY 2023-2024. The grant funding and local match will be requested in the proposed Fiscal Year's 2023-2024 and 2024-2025 budgets with local sources mainly coming from the General Fund. The grant term is projected to end April 30, 2025.

Application Request	Federal Share	Local Match	Total
USAR Training	113,177.45	11,317.75	124,495.20
Paramedic School	350,656.66	35,065.67	385,722.33
Air Compressor	90,909.09	9,090.91	100,000.00
Type 3 Apparatus	590,909.09	59,090.91	650,000.00
HazMat Training	103,104.00	10,310.40	113,414.40
10 LUCAS Devices	181,818.18	18,181.82	200,000.00
Prevention Training	105,645.45	10,564.55	116,210.00
Total	1,536,219.94	153,621.99	1,689,841.93

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on October 25 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

1. Resolution AFG FY22 Apps

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
SUBMITTAL OF FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT
APPLICATION

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

WHEREAS, the Fire Department has requested that City Council ratify the approval for submission of seven applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant in the amount of \$1,689,842, including a local match of 10%, for the purpose of purchasing procuring ten (10) LUCAS devices, a Type 3 apparatus, an air fill station, paramedic school, and USAR, HazMat and Fire Prevention training.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for Fire Department enhancement. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations during FY 2023-2025 for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 6th day of December 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



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8

DATE: December 7, 2022

TO: City Council

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

SUBJECT: Adoption of a Resolution Approving the Final Climate Action and Adaptation Plan.

RECOMMENDATION

That the City Council adopt a resolution approving the Addendum to 2030 General Plan Certified Program Environmental Impact Report (PEIR; SCH # 2007041024) and the Final Climate Action and Adaptation Plan (CAAP).

BACKGROUND

On October 18, 2022, the City Council heard a presentation regarding the City's Draft CAAP document and approved the Draft CAAP with recommended edits. Council directed staff to produce the Final CAAP reflecting edits summarized within the October 18th staff report.

Staff is recommending that the City Council adopt a resolution approving the CAAP document in the event future State and Federal funding is available. This action demonstrates City Council's support for the CAAP and CAAP related projects.

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.

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, promote safe neighborhoods, encourage community engagement, and support our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is no fiscal impact associated with adoption of the CAAP resolution of approval.

COMMITTEE OUTCOME

This item did not originate in Committee and is a follow up action to the City Council's approval of the CAAP on October 18, 2022.

Prepared by: Ashley Golden, Assistant City Manager

ATTACHMENTS

1. City Council Resolution of Approval for CAAP

RESOLUTION NO. 2022 – ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE ADDENDUM TO THE 2030 GENERAL PLAN CERTIFIED PROGRAM ENVIRONMENTAL IMPACT REPORT (PEIR; SCH # 2007041024) AND THE CLIMATE ACTION AND ADAPTATION PLAN (CAAP). FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the State of California Senate Bill 32 (SB 32) calls for a statewide reduction of Greenhouse Gas (GHG) emissions to 40 percent below 1990 levels by 2030; and

WHEREAS, the State of California SB 379 requires for the City to identify the threats the City faces with climate change and provide a list of recommended strategies to address climate change; and

WHEREAS, the City of Oxnard 2030 General Plan was adopted on October 11, 2011; and the operative documents of the Oxnard 2030 General Plan consist of the (1) Background Report (2006), and the (2) Goals and Policies (2011); and

WHEREAS, in 2011 the City of Oxnard City Council certified the 2030 General Plan Program Environmental Impact Report (SCH #2007041024); and

WHEREAS, pursuant to the California Quality Act Guidelines Section 15164, the City has prepared an Addendum affirming that the analysis contained in the 2030 General Plan PEIR adequately addresses the potential environmental impacts associated with implementation of the Final CAAP; and

WHEREAS, the City of Oxnard 2030 General Plan includes a Sustainable Community (SC) Element that draws from SB32 and directs the development of a CAAP with the following Goals:

- SC-1.2 – Support Statewide Global Warming and Climate Change Mitigation: Continue to monitor and support the efforts of the California Air Resources Board and other agencies as they formulate Global Warming and Climate Change adaptation and mitigation strategies and programs.
- SC-1.3 – Develop a Climate Action and Adaptation Plan (CAAP) That Supports the Regional SB 375 Sustainable Communities Strategy: Develop a Climate Action and Adaptation Plan that implements requirements adopted by the California Air Resources Board and/or the Ventura County APCD that establishes a GHG emissions qualitative and quantitative threshold of significance, establishes GHG reduction targets, and supports the regional SB 375 Sustainable Communities Strategy.

See -

<https://www.oxnard.org/wp-content/uploads/2017/06/Oxnard-2030-General-Plan-Addendum-06.2017-SM.pdf> (page 44 of pdf - Page 2-11 of 2030 General Plan document); and

WHEREAS, proposed CAAP has been developed to align with California’s statewide target mandated of SB 32, which requires the State of California to reduce GHG emissions 40 percent below 1990 levels by 2030; and

WHEREAS, since 2021, City Staff held rounds of virtual stakeholder meetings with participants to discuss global climate change concerns, including vulnerable communities, and actions to consider for reducing GHGs in Oxnard. Six stakeholder group meetings were held during this time frame. Virtual public workshops (conducted in both English and Spanish, including translation of PowerPoints) were conducted on May 17 and 22, 2021 asking a series of questions regarding the CAAP to identify the climate change impacts of most concern to the community and to gather ideas about the best ways to reduce GHGs in the community. Approximately 60 members of the public participated during these two public workshops. Staff also released an online survey from May 1, 2021 through May 31, 2021 in English and Spanish to request public input on key CAAP questions. These engagement efforts helped identify climate impacts of concern in the community vulnerability assessment, and to identify effective CAAP strategies and actions for improving community resilience and reducing greenhouse gas emissions; and

WHEREAS, on January 25, 2022, City Staff presented a report to the Community Services, Public Safety, Housing & Development Committee (“Committee”) on the City’s CAAP including identification of a reduction percentage in compliance with State law. The report summarizes GHG reduction strategies, and provided the Committee with an update on stakeholder and community input; and

WHEREAS, on January 26, 2021, and January 27, 2021, City Staff held a second round of Virtual Stakeholder meetings with 40 to 50 participants to: (1) Gather input on community vulnerabilities to climate change and potential strategies to address vulnerably; and (2) improve the understanding of community experience with climate change hazards and social vulnerability and equity. Five stakeholder group meetings were held during this time; and

WHEREAS, the City prepared a draft CAAP that was made available to the public for initial review and comment between April 26, 2022 and June 1, 2022; and

WHEREAS, on May 5, 2022 staff conducted a virtual public workshop where the Draft CAAP was reviewed. Members of the City’s CAAP stakeholder group provided verbal comments on the document along with written comments; and

WHEREAS, on May 9, 2022 staff conducted virtual drop in office hours where community members were encouraged to “drop by” at any time to receive information and ask questions; and

WHEREAS, on May 14, 2022 staff held a virtual community workshop where the Draft CAAP was presented and participants were able to provide input; and

WHEREAS, the Planning Commission held a public meeting on July 7, 2022 to review and provide input on the CAAP. At the July 7th meeting, the Planning Commission received a presentation from the City’s CAAP consultant on the Draft CAAP document; received public comments on the Draft CAAP document; and provided feedback on the Draft CAAP document; and

WHEREAS, the Planning Commission held a public meeting on September 1, 2022 to consider approving a resolution recommending that the City Council of the City of Oxnard approve an Addendum to the 2030 General Plan Program Environmental Impact Report (PEIR; SCH # 2007041024 - Addendum No. 1), including recommended changes to the Draft CAAP document (see Exhibit A) and adopted Resolution No. 2022-32, on file with the Planning Division.

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

Section 1. The foregoing recitals are true and correct and are hereby incorporated into the operative provisions of this Resolution.

Section 2. The City Council approves the CAAP with amendments identified in Exhibit A of the Planning Commission's September 1, 2022 resolution of approval No. 2022-32. Incorporating these edits and amendments to the CAAP document as recommended by City Staff and will constitute the Final CAAP.

Section 3. The City Council approves an Addendum (see Exhibit A) to the 2030 General Plan Program Environmental Impact Report (SCH # 2007041024).

Section 4. The City Council supports the near term, mid term, and long term related projects identified in the Final CAAP in an effort to achieve, and exceed the State of California Senate Bill 32 (SB 32) statewide reduction of Greenhouse Gas (GHG) emission goal to achieve a 40 percent reduction in GHG emissions below 1990 levels by 2030.

PASSED AND ADOPTED by the City Council on this 7th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

John Zaragoza, Mayor

ATTEST: _____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

Addendum to the 2030 General Plan Program
Environmental Impact Report (SCH # 2007041024).

Draft

**City of Oxnard General Plan Update
Addendum to the Program
Environmental Impact Report
SCH # 2007041024**

Prepared for
City of Oxnard

August 2022



Draft City of Oxnard General Plan Update Addendum to the PEIR SCH # 2007041024

Prepared for
City of Oxnard

August 2022

Prepared by

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SCH # 2007041024 prepared for the City of Oxnard General Plan Update

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- A. Draft City of Oxnard Climate Action and Adaptation Plan

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ADDENDUM TO THE CITY OF OXNARD 2030 GENERAL PLAN PROGRAM EIR

I. Introduction and Background

This document is an Addendum to the Certified Final Program Environmental Impact Report (PEIR) (SCH #20070410241) prepared for the City of Oxnard 2030 General Plan Update, which was completed in 2009 and certified by City Council in 2011. The PEIR analyzed the environmental impacts of implementing the General Plan. Since then, addenda environmental evaluations have been prepared for subsequent General Plan amendments. In accordance with the California Environmental Quality Act (CEQA), this Addendum analyzes the impacts associated with the Draft Climate Action and Adaptation Plan (CAAP) for the City of Oxnard (City) to determine whether the CAAP will result in any new significant environmental impacts or cause a substantial increase in the severity of impacts identified in the PEIR.

As no specific development projects were proposed as part of the General Plan, the PEIR was prepared on a programmatic level. The General Plan proposed an increase in residential land uses, agricultural land, open space, schools, public utility/energy facility, and industrial land uses and a decrease in commercial land, public/semi-public, and other/unclassified land uses pursuant to the proposed land use policy. The PEIR considered the buildout of the General Plan through 2030.

The Sustainable Communities Element of the General Plan included the following policy;

SC-1.3 *Develop a Climate Action and Adaptation Plan that Supports the Regional SB 375 Sustainable Communities Strategy:* Develop a Climate Action and Adaptation Plan that implements requirements adopted by the California Air Resources Board and/or the Ventura County APCD that establishes a GHG emissions qualitative and quantitative threshold of significance, establishes GHG reduction targets, and supports the regional SB 375 Sustainable Communities Strategy.

The CAAP implements this General Plan policy and has two major objectives: 1) to reduce the City's greenhouse gas (GHG) emissions that contribute to climate change, and 2) to increase the community's ability to recover from and adapt to the anticipated impacts of climate change. By implementing the CAAP the City intends to align with the State of California's mandated GHG reduction targets, and be better prepared for impacts related to hazard events associated with climate change, such as rising temperatures, extended droughts, wildfire, floods and sea level rise, as well as slow changes that affect agricultural, forestry, and fisheries productivity; ecosystem structure and function; and public health. The CAAP outlines goals, strategies, and actions for reducing emissions and for increasing community resilience to climate change. The CAAP is

designed to ensure that the City does its part to contribute to the goals of California's Global Warming Solutions Act of 2006 (Assembly Bill [AB] 32) and its successor legislation Senate Bill (SB) 32, while remaining consistent with the City's General Plan vision for future growth. The reduction of GHG emissions can ultimately establish the City as a leader in addressing the root causes of climate change within its own community. The CAAP is also designed to help the City comply with the requirements of the Sustainable Communities and Climate Protection Act of 2008, also known as Senate Bill [SB] 375, and SB 379 (2016) by identifying the threats the City faces with climate change and providing a list of recommended adaptation and resiliency strategies to address climate change in the next update to the City's Safety Element of the General Plan.

II. CEQA Authority for the Addendum Analysis Document

As indicated above, this document is an Addendum to the 2030 General Plan Certified PEIR (SCH # 2007041024) and addresses the proposed CAAP. The PEIR included all statutory sections required by CEQA, comments received on the Draft EIR, responses to comments on the Draft EIR, and supporting technical appendices. CEQA establishes the type of environmental documentation required when changes to a project occur after an EIR is certified. Specifically, CEQA Guidelines Section 15164(a) states that:

The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

In order to give a degree of finality to EIR documentation, Section 15162 of the CEQA Guidelines requires that a Subsequent EIR need only be prepared if:

1. Substantial changes are proposed in the project, which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration,
 - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR,

- c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative, or
- d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Likewise, California Public Resources Code (PRC) Section 21166 states that unless one or more of the following events occur, no subsequent or supplemental environmental impact report shall be required by the lead agency or by any responsible agency:

1. Substantial changes are proposed in the project which will require major revisions of the environmental impact report;
2. Substantial changes occur with respect to the circumstances under which the project is being undertaken which will require major revisions in the environmental impact report; or
3. New information, which was not known and could not have been known at the time the environmental impact report was certified as complete, becomes available.

As demonstrated by the analysis herein, implementation of the CAAP would not result in any additional significant impacts, nor would it substantially increase the severity of previously anticipated significant impacts. Rather, all of the impacts associated with the implementation of the CAAP would be within the envelope of impacts addressed in the PEIR and would not constitute a new or substantially increased significant impact. Based on this determination, the CAAP does not meet the requirements for preparation of a Subsequent EIR pursuant to Section 15162 of the CEQA Guidelines.

III. Project Description

A. Project Location and Setting

The City of Oxnard is a coastal community located in Ventura County on the central coast of California (see **Figure 1**). The City is located along the Pacific coastline approximately 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara. Oxnard's Mediterranean climate, fertile topsoil, adequate water supply, and long harvest season combine to provide favorable agricultural conditions in the surrounding Oxnard plain. As the largest city in Ventura County, Oxnard is a coastal destination, business center, coastal residential community and the center of a regional agricultural industry.

The General Plan Planning Area encompasses all of the land inside the City Limits, the existing City Urban Limits Boundary (CURB), and additional unincorporated land areas that may influence future planning efforts. The Planning Area covers an area consisting of approximately 44,000 acres. The Pacific shoreline forms the city's entire western and southwestern boundaries. The western boundary extends north along the Pacific Ocean Coast from the northern boundary of the Ventura County Naval Base, around the City of Port Hueneme, to the Santa Clara River.

The northern boundary begins at the coast and extends east-northeast along the Santa Clara River. Approximately one mile east-northeast of Wells Road, the boundary heads directly east across the Santa Clara River for approximately three miles before the boundary turns south (City of Oxnard, 2009).

Figure 1 City of Oxnard Planning Area

B. Purpose and Objectives

The CAAP is a plan for reducing greenhouse gas (GHG) emissions that contribute to global climate change and for adapting to the anticipated effects of climate change. The CAAP has two primary objectives:

1. To reduce GHG emissions through the implementation of reduction measures to meet or exceed reduction targets mandated by the State of California; and
2. To enhance the community's resilience to the impacts of a changing climate by addressing the vulnerabilities and risks that are expected to occur as a result of those impacts.

C. Relationship to Other Plans

The CAAP is informed and guided by the goals and policies in the City of Oxnard 2030 General Plan. Specifically, the CAAP represents implementation of General Plan Policy SC-1.3 (see below). The 2030 General Plan sets out a vision to guide future development in the City to the year 2030. Five of the City's General Plan elements—Sustainable Community, Community Development, Infrastructure and Community Services, Environmental Resources, and Safety and Hazards—include policies that are directly related to climate change and the reduction of GHG emissions. The Sustainable Community (SC) Element of the General Plan was developed to better understand and provide a vision for addressing climate change, sea level rise, and energy conservation. This element states the City's commitment to supporting implementation of SB 375 (Sustainable Communities Strategy Bill), the state's primary legislation related to local planning for reducing GHG emissions (AB 32). The policies contained within this element focus on the conservation of energy, water and natural resources, improvements for local infrastructure and water systems, and planning for renewable and alternative energy production as critical issues related to long-term sustainable development. Two policies in particular from the Sustainable Communities Element inform and guide the development of this CAAP:

- SC-1.2 – Support Statewide Global Warming and Climate Change Mitigation: Continue to monitor and support the efforts of the California Air Resources Board and other agencies as they formulate Global Warming and Climate Change adaptation and mitigation strategies and programs.
- SC-1.3 – Develop a Climate Action and Adaptation Plan (CAAP) That Supports the Regional SB 375 Sustainable Communities Strategy: Develop a Climate Action and Adaptation Plan that implements requirements adopted by the California Air Resources Board and/or the Ventura County APCD that establishes a GHG emissions qualitative and quantitative threshold of significance, establishes GHG reduction targets, and supports the regional SB 375 Sustainable Communities Strategy.

The 2030 General Plan also includes the following policies regarding environmental justice (consistent with the CAAP 2nd objective) and sea level rise:

- SC-1.4 – Awareness of Environmental Justice. Advise other agencies regarding and incorporate environmental justice within City planning, policies, programs, projects, and operations.
- SC-2.3 – Sea Level Rise Consideration in Decision-Making. Ensure that all planning, public works, and related decisions take rising sea level into consideration and take steps to reduce risk of damage or loss of life and property.

The CAAP is consistent with Southern California Association of Government’s 2016 Regional Transportation Plan/Sustainable Communities Strategy (SCAG’s 2016 RTP/SCS), which is the region’s comprehensive long-range transportation plan for implementation of SB 375. The RTP/SCS establishes mechanisms for the development of regional targets for reducing GHG emissions from passenger vehicles and encourages public policy decisions that will result in balanced investments for a wide range of multimodal transportation improvements. The RTP/SCS is intended to achieve the goals of SB 375, and consists of strategies to guide new policies and infrastructure development based on recent household and job growth forecasts, market demand and economic studies, and transportation studies. The RTP/SCS addresses both Transit Priority Areas (TPAs) and High Quality Transit Corridors (also called *High Quality Transit Areas*, or HQTAs) to align regional transportation, land use, housing, and GHG emissions planning through the SCS, which illustrates how SCAG would meet a GHG emissions reduction target for passenger vehicles established by California Air Resources Board (CARB). As defined in SB 743,¹ a *TPA* is an area within 0.5 mile of high-quality transit (such as a rail stop or a bus corridor) that provides or will provide at least 15-minute frequency service during peak hours by the year 2035, and an *HQT corridor* means a corridor with fixed-route bus service with service intervals no longer than 15 minutes during peak commute hours.

D. Relationship to Statewide Emissions Targets

The 2030 City-wide GHG emissions target in the CAAP reflects the statewide GHG reduction goal outlined in SB 32, which calls for a statewide reduction of GHG emissions to 40 percent below 1990 levels by 2030. The legislation requires that the CARB prepare a Scoping Plan that describes the approach California will take to reduce GHGs to achieve the goal of SB 32. The latest adopted Scoping Plan for SB 32, developed and implemented by CARB in 2017, identifies specific measures to achieve these reductions and recommends that local governments establish GHG reduction targets for both their municipal operations and the community that are consistent with those of the State.

¹ To further the state’s commitment to the goals of the Sustainable Communities and Climate Protection Act of 2008 (SB 375), the California Global Warming Solutions Act of 2006 (AB 32), and the California Complete Streets Act of 2008 (AB 1358), SB 743 added Chapter 2.7, *Modernization of Transportation Analysis for Transit-Oriented Infill Projects*, to CEQA (Public Resources Code Section 21099). Key provisions of SB 743 reformed the CEQA methodology for analyzing the impacts of urban infill projects to aesthetics and parking and eliminated the measurement of auto delay, including level of service, as a metric for use in measuring traffic impacts in “transit priority areas.”

The City's CAAP also has an aspirational goal to achieve carbon neutrality by 2045, a goal that the City will revisit during the next CAAP update, which will occur after CARB has adopted its next Climate Change Scoping Plan update.

The State of California, through Governor's Executive Orders, has also set longer-term goals of reducing statewide emissions to 80 percent below 1990 levels by 2050 (Executive Order S-03-05); and achieving statewide carbon neutrality by the year 2045 (Executive Order B-55-18). CARB is currently updating the Scoping Plan to assess progress toward the statutory 2030 target and laying out a path to achieving carbon neutrality no later than 2045. The Draft 2022 Scoping Plan Update focuses on outcomes needed to achieve carbon neutrality by assessing paths for clean technology, energy deployment, natural and working lands, and others, and is designed to meet the State's long-term climate objectives and support a range of economic, environmental, energy security, environmental justice, and public health priorities.

While it is important that the City, and the State in general, achieve demonstrable progress toward these longer-term emissions reduction goals, it would be speculative to say with any certainty how they can be achieved with the information known today. While setting goals beyond 2030 is important to provide long-term objectives, it is difficult to establish targets beyond a 10-year time frame for which defensible reduction assumptions can be made. CARB's currently adopted Scoping Plan Update (CARB, 2017) focuses on meeting the 2030 reduction target, as directed in SB 32. As acknowledged by CARB in its draft 2022 Scoping Plan Update (CARB, 2022), meeting the State's long-term 2045 and 2050 goals would require significant improvements in the availability and/or cost of near-zero and zero-emissions technology, along with a concerted statewide effort to increase carbon sequestration across forests and working lands, as well as potential increased reductions from ongoing state and Federal legislative actions that are currently unknown. New methods may become available to quantify measures that are currently unquantifiable, and new state and federal regulations may further reduce emissions in sectors currently addressed primarily by local City measures. The City chooses not to use the Executive Order reduction goals for 2045 and 2050 as a threshold of significance because they do not represent adopted GHG reduction plans within the meaning of CEQA Guidelines Section 15064.4(b)(2) and because the City's role in achieving this target is uncertain and likely small. The CAAP aligns with the state in proposing measures to meet the 2030 target and puts the City on a path to achieving deeper reductions consistent with the long-term goals represented by Governor's Orders S-3-05 and B-55-18.

Consistent with national and international agreements, California uses 1990 as the baseline year for tracking and reducing statewide GHG emissions. However, for local planning, most local jurisdictions select an appropriate baseline year determined by the availability of data. Accordingly, the City has chosen 2010 as its baseline year, consistent with available records and the City Council approved Energy Action Plan (April 2013), which also uses 2010 as a baseline.²

² For Oxnard, like most communities, accurately quantifying 1990 emissions is not possible due to the lack of historical data. Thus, deriving a local state-aligned target for 2030 (40 percent below 1990 levels) requires making an adjustment for emissions growth that has occurred between 1990 and the City's 2010 baseline inventory.

To develop the GHG reduction strategies in the CAAP, the City developed a baseline 2010 GHG emissions inventory and determined future scenarios for emissions to estimate how emissions can be reduced through City-directed actions. The CAAP aims to reduce community-wide emissions to approximately 499,894 metric tons of carbon dioxide equivalents (MTCO₂e) per year by 2030, which is 50 percent below 2010 levels and considered approximately equivalent to 40 percent below 1990 levels for the City of Oxnard.³

The CAAP demonstrates how the City can achieve its 2030 target by accounting for actions taken by state agencies that will reduce emissions in the city (also known as “regulations and standards”) and identifies several sector-based strategies and GHG reduction measures that can be adopted and implemented locally by the City or others. These prescriptive GHG measures would achieve GHG reductions needed to meet or exceed the City’s 2030 community-wide GHG target. The CAAP also includes implementation and monitoring procedures to ensure progress is being made towards achieving the objectives and specific GHG reduction measures.

The CAAP also provides a range of adaptation strategies as an additional component to climate action planning. The CAAP describes how, due to a changing climate, the City can expect more-extreme heat events, sea level rise, more intense storm and flooding events, worsening air quality, and severe droughts that will strain already constrained water supplies, and how vulnerable communities experience heightened risk and increased sensitivity to climate change and have less capacity and fewer resources to cope with climate impacts. The CAAP identifies the impacts and vulnerabilities faced by the community, as well as adaptation strategies that will help Oxnard’s neighborhoods, natural systems, and infrastructure withstand the effects of climate change.

The City has also developed a CAAP Consistency Review Checklist, in conjunction with the CAAP, to provide a streamlined review process for proposed new development projects that are subject to discretionary review and trigger environmental review pursuant to CEQA. As discussed in Chapter 5, “Implementation and Monitoring,” new developments that are consistent with growth projections and applicable GHG reduction measures are eligible for streamlining under State CEQA Guidelines Section 15183.5 and 15064.4. The CAAP Consistency Review Checklist (referred to as the “CAAP Checklist”), along with instructions for its use, is provided as Appendix G to the CAAP.

E. Contents of the Climate Action and Adaptation Plan

The CAAP contains an executive summary and five chapters, as well as Appendices A through G, which provide additional detail on topics covered in the CAAP.

3 To account for the global warming potential of different GHGs, emissions are often quantified and reported as carbon dioxide equivalents (CO₂e). For example, methane is a much more potent GHG than carbon dioxide (CO₂) with 28 times the global warming potential as CO₂; i.e., one ton of methane (CH₄) is equivalent to 28 tons of CO₂e in terms of warming potential over the same time frame.

- **Executive Summary:** The executive summary includes a synopsis of the CAAP, including the plan’s organization and a summary of the City’s GHG emissions inventory and target, and the CAAP’s strategies for reducing emissions and adapting to climate change.
- **Chapter 1—Introduction and Background:** This chapter provides an overview of the document, the purpose and scope of the CAAP, the basic science behind climate change, and the importance of considering equity when taking action. In addition, Chapter 1 provides a brief explanation of potential impacts of climate change in the City of Oxnard, the community benefits of taking action, the process for engaging with the community and stakeholders, and a discussion of the state and local actions to reduce GHG emissions.
- **Chapter 2— Understanding Oxnard’s Greenhouse Gas Emissions.** This chapter presents a summary of GHG emissions being generated by the community and by municipal operations. It provides an understanding of where GHG emissions are originating from, including trends and forecasts, and what can be done to reduce them. Finally, Chapter 2 establishes Oxnard’s GHG reduction target.
- **Chapter 3— Reducing Greenhouse Gas Emissions.** This chapter describes the GHG reduction strategies and actions the City will implement at the local level regarding energy use, transportation and land use, solid waste management, and water consumption. Chapter 3 addresses each of these sectors, summarizing their contribution to total citywide emissions and describing the strategies and actions that will be implemented to reduce emissions from each category over time.
- **Chapter 4— Community Resilience and Adaptation.** This chapter presents an overview of the impacts the City of Oxnard is expected to experience due to projected changes in the climate, and what the City can do to begin preparing for them. It describes expected local impacts and vulnerabilities, and potential adaptation planning strategies.
- **Chapter 5— Implementation and Monitoring.** This chapter outlines recommended steps for implementing the GHG-reduction strategies described in Chapters 3 and 4, and for monitoring the progress of implementation. It identifies funding sources and assigns implementation and monitoring responsibility to specific City departments, presenting a schedule for implementation.
- **Appendix A— Community and Stakeholder Engagement Reports:** This appendix includes summaries of community and stakeholder engagement activities supporting CAAP development.
- **Appendix B— Major Climate Policies and Regulations in California as of 2022:** This appendix summarizes the key statewide policies and regulations that affect GHG emissions across the state and at the local level.
- **Appendix C— Greenhouse Gas Quantification Methods:** This appendix provides details on how GHG emissions were quantified for the City’s inventories and reduction strategies.
- **Appendix D— City of Oxnard Social Vulnerability Index:** This appendix describes how a social vulnerability index was created for evaluating the vulnerability of Oxnard’s residents to climate change hazards.

- **Appendix E—Partnering Organizations:** This appendix lists the businesses, community-based organizations, and local, state, and federal partners that could potentially work with the City to implement the strategies and actions in the CAAP.
- **Appendix F—Funding Sources:** This appendix provides information on available funding programs that are relevant to CAAP implementation.
- **Appendix G—CAAP Consistency Review Checklist:** This appendix includes the consistency review checklist for new development.

Greenhouse Gas Inventories

A community GHG emissions inventory is an estimate of a defined set of GHGs emitted to the atmosphere from local or regional sources that contribute to climate change. The CAAP is based on the inventory of these GHG emissions,⁴ which identifies and quantifies the sources and amounts of GHG emissions that are generated from activities within the City in one calendar year (i.e., annual emissions). The CAAP establishes a baseline inventory of community GHG emissions from which future changes in emissions are forecasted, and from which the 2030 GHG reduction target is established. The CAAP also presents an inventory of emissions from municipal operations, which forms a subset of community emissions over which the City has direct control.

The CAAP includes GHG inventories for the years 2010 and 2018, which were developed using well-recognized protocols published by International Council for Local Environmental Initiatives (ICLEI) and adhere to national standards. The Community inventory utilizes the methodology prescribed by the “U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions”, whereas the Municipal inventory, which largely comprises a subset of the Community inventory, utilizes ICLEI’s “Local Government Operations Protocol”.

The 2010 inventory serves as the baseline year from which the City determined its GHG reduction target. The 2010 baseline year was chosen as it was the earliest calendar year for which complete and reliable emissions source and activity data was available. The 2018 inventory represents the most recent calendar year for which complete activity data was available at the time the CAAP was developed. The inventory is organized into GHG Emissions Sectors, which represent a distinct subset of activities that produce emissions. The eight GHG emissions sectors are shown below in order of their contribution (refer to Appendix C for a more detailed discussion of the emissions inventory methods, data sources, and assumptions).

- On-Road Transportation - Emissions from cars and trucks that travel local roads and highways and consume fossil fuels and electricity;
- Electricity - Emissions from the generation of electricity that is used in residential and non-residential buildings;
- Natural Gas - Emissions from the combustion of natural gas used by buildings and industry;

⁴ GHGs included in the GHG inventory are carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O).

- Solid Waste - Emissions from the decomposition of waste sent to landfills;
- Off-Road Equipment - Emissions from operation of construction and other off-road equipment;
- Wastewater - Emissions from the electricity used to pump wastewater, as well as direct fugitive emissions resulting from wastewater treatment processes and local septic tanks;
- Passenger Rail – local emissions from regional passenger rail (Amtrak and MetroLink); and
- Water - Emissions from the electricity used for treatment and distribution of potable water in the City, as well as building electricity used in water service facilities (e.g., lights, cooling, etc.).

Table 1 summarizes the results for the 2010 and 2018 community-wide inventories, listed by sector and showing the percent contribution of each sector.

In both 2010 and 2018, on-road transportation contributed the most to the community inventory, followed by electricity, natural gas, and solid waste. Combined, these sectors represent approximately 96 percent of the 2010 inventory and 95 percent of the 2018 inventory. Emissions from off-road equipment (e.g., equipment used for construction and landscaping), wastewater, passenger rail, and water use make up the rest of the inventory. Overall, annual GHG emissions have dropped by over 100,000 MTCO₂e from 2010 to 2018, a difference of approximately 12 percent.

TABLE 1
CITY OF OXNARD COMMUNITY GHG EMISSIONS INVENTORIES ^a

Sector	2010	2010 %	2018	2018 %
On-road Transportation	428,030	43%	389,079	44%
Electricity	252,511	25%	207,472	24%
Natural Gas	215,922	22%	165,692	19%
Solid Waste	64,564	6%	68,411	8%
Off-Road Equipment	28,394	3%	37,310	4%
Wastewater	6,432	1%	4,769	1%
Passenger Rail	2,353	<1%	2,137	<1%
Water	1,583	<1%	1,271	<1%
Total Emissions	999,788	100%	876,140	100%

NOTES:

a. Units in MTCO₂e = metric tons of carbon dioxide equivalent, the standard measurement of the GHG emissions produced and released into the atmosphere.

Greenhouse Gas Emissions Forecasts

The CAAP includes a business-as-usual (BAU) forecast of community emissions, based on the expected growth in the City's population, employment, and housing through 2050. Growth forecasts for 2030 and 2050 are based on the socioeconomic data (SED) obtained from the

Ventura County Transportation Model, which was used to model future vehicle miles traveled (VMT) for the CAAP, and which is consistent with the SED used in the 2016 SCAG RTP/SCS.⁵ The BAU forecast indicates that Oxnard's emissions would increase in the absence of State regulations (e.g., renewable energy and vehicle fuel efficiency standards) and if no additional actions were taken by the City to reduce emissions. However, State regulations are expected to reduce emissions considerably over the next 10 to 30 years. These regulations include the California Energy Commission's 2019 and 2023 Title 24 building energy efficiency requirements, the Renewable Portfolio Standards (SB 350), the Pavley and Advanced Clean Car Standards (AB 1493), and the Low Carbon Fuel Standards (EO S-01-07).

Table 2 summarizes the BAU forecasts for 2030 and 2050, as well as the Adjusted BAU forecasts for 2030 and 2050 that account for these state regulations. The Adjusted BAU forecast shows that by 2030, annual community GHG emissions are expected to be approximately 727,099 MTCO₂e, a 27 percent reduction from the 2010 baseline. By 2050, annual community GHG emissions are expected to be approximately 633,399 MTCO₂e, representing a 37 percent reduction from the 2010 baseline. Additional detail regarding the emissions forecasts methods is provided in Appendix C of the CAAP.

TABLE 2
CITY OF OXNARD COMMUNITY GHG EMISSIONS FORECASTS ^a

Sector	BAU Forecast		Adjusted BAU Forecast	
	2030	2050	2030	2050
On-road Transportation	421,902	476,608	297,561	289,819
Electricity	227,193	260,068	132,019	0
Natural Gas	183,175	220,400	183,175	220,400
Solid Waste	74,182	83,801	74,182	83,801
Off-Road Equipment	34,264	36,216	34,264	36,216
Wastewater	5,171	5,841	3,515	1,376
Passenger Rail	1,581	1,786	1,581	1,786
Water	1,378	1,556	801	0
Total Emissions	948,847	1,086,277	727,099	633,399

NOTES:

a. units in MTCO₂e = metric tons of carbon dioxide equivalent

Greenhouse Gas Emissions Targets and Goals

The City of Oxnard selected GHG emissions targets and goals for the CAAP that represent the City's commitment to doing its fair share and meeting its requirements to help California achieve its ambitious statewide GHG targets, as summarized in **Table 3, State of California Greenhouse Gas Targets**.

⁵ Southern California Association of Government's 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), available at: <https://scag.ca.gov/sites/main/files/file-attachments/f2016rtpscs.pdf?1606005557>

TABLE 3
STATE OF CALIFORNIA GREENHOUSE GAS TARGETS

Target Year	GHG Emissions Target	Corresponding Legislation
2020	1990 levels	Assembly Bill 32, the California Global Warming Solutions Act (2006)
2030	40% below 1990 levels	Senate Bill 32, the Global Warming Solutions Act (2006)
2045	Carbon neutrality	Executive Order B-55-18 (2018)
2050	80% below 1990 levels	Executive Order S-3-05 (2005)

NOTES:

GHG = greenhouse gas

- a. *Carbon neutrality* means “net zero” emissions of GHGs. In other words, it means that GHG emissions generated by sources such as transportation, power plants, and industrial processes must be less than or equal to the amount of carbon dioxide that is stored, both in natural sinks and through mechanical sequestration.

The CAAP's 2030 target of 499,894 MTCO₂e per year was selected based on guidance provided in the 2017 Scoping Plan Update for local land use development to contribute their "fair share" of emissions reductions to the statewide GHG target for 2030, and was developed to demonstrate consistency with the statewide 2030 target shown in Table 3. The CAAP's 2030 target is 50 percent below 2010 baseline levels, which is approximately equivalent to 40 percent below the City's emissions in 1990. As explained above, the City is not using the Executive Order reduction goals for 2045 and 2050 as a threshold of significance because they do not represent adopted GHG reduction plans within the meaning of CEQA Guidelines Section 15064.4(b)(2) and because the City's role in achieving this target is uncertain and likely small. In addition, CARB's currently adopted Scoping Plan Update focuses on meeting the 2030 reduction target, as directed in SB 32. Therefore, the CAAP aligns with the state in proposing measures to meet the 2030 target and puts the City on a path to achieving deeper reductions consistent with the long-term goals represented by Governor's Orders S-3-05 and B-55-18.

Greenhouse Gas Reduction Strategies and Actions

The CAAP relies on continued implementation of state mandates, as well as local actions for achieving the 2030 target. The Adjusted BAU forecast accounts for implementation of state regulations and standards, as discussed above. Based on the City's 2018 inventory as shown in Table 2, and accounting for the Adjusted BAU forecast shown in Table 3, achieving the City's 2030 target of 499,894 MTCO₂e per year would require reductions of at least 210,615 MT CO₂e per year from local actions by the year 2030 to achieve the 2030 target.

Local actions in the CAAP are organized into the following seven categories containing one to five strategies each.

- Clean Energy (E)
- Green Buildings (B)
- Transportation (T)
- Land Use (L)
- Water Conservation and Reuse (W)
- Waste Reduction and Recycling (R)
- Nature-Based Solutions (N)

The strategies and actions in the CAAP are summarized in **Table 4** below. Additional details for the GHG reduction and actions are provided in the CAAP. Chapter 3 of the CAAP provides a detailed description of each strategy, along with one or more performance objectives, and multiple implementing actions. Information is also provided regarding the co-benefits of implementing the strategy and each strategy's alignment with relevant state and regional initiatives. Implementing actions include new ordinances, policies, resolutions, programs,

incentives, and outreach and education activities, which together would achieve the GHG reductions needed to achieve the 2030 target. Chapter 5 provides an implementation framework, including tracking metrics for each strategy, and a table of implantation details for each action that identifies a general timeline (short-term, medium-term, and long-term), a lead City department, potential implementation partners, and funding sources.

The nine strategies included in the CAAP that would result in GHG reductions by 2030 are listed here in order of their contribution:

- **Strategy E1: Procure Zero-Carbon Electricity:** The City will partner with Clean Power Alliance (CPA), or equivalent, to maintain at least 95 percent community participation in a 100 Percent renewable electricity offering through 2030. This strategy would reduce citywide emissions by approximately 109,983 MTCO₂e per year by 2030.
- **Strategy R1: Recycling and Organic Waste Diversion:** The City will increase diversion of recyclable materials from landfills through ordinances, service improvements, education and outreach, and promoting product stewardship and markets for material reuse. This strategy would reduce citywide emissions by approximately 55,637 MTCO₂e per year by 2030.
- **Strategy B1: Improve Efficiency of Existing Buildings:** The City will partner with interested stakeholders and existing agencies such as CPA, 3C-REN, SoCalREN, and/or the Ventura County Regional Energy Alliance (VCREA) to promote and take advantage of local programs for improving the energy efficiency of existing community and municipal buildings, especially older buildings that are the least efficient and present the biggest opportunity for improvement. This strategy would reduce citywide emissions by approximately 28,518 MTCO₂e per year by 2030.
- **Strategy T1: Expand Zero-Emissions-Vehicle (ZEV) Charging and Fueling Infrastructure:** The City will develop a citywide ZEV Master Plan with a goal to increase the number of publicly-accessible EV charging stations throughout the city to 1,500 by 2030. The City will also look for opportunities to expand its hydrogen fueling infrastructure, in partnership with the Port of Hueneme and others, as the need for green alternatives to diesel-powered trucking increases. This strategy would reduce citywide emissions by approximately 8,389 MTCO₂e per year by 2030.
- **Strategy L1: Support Transit-Oriented and Mixed-Use Development:** The City will implement the 2021–2029 Oxnard Housing Element, and through the forthcoming General Plan update, identify areas within the city where development should be focused to increase density and diversity of land use to achieve reductions in vehicle miles traveled (VMT). In addition, this strategy will be supported through the development of vehicle miles traveled (VMT) metrics and thresholds related to compliance with SB 743. This strategy would reduce citywide emissions by approximately 6,669 MTCO₂e per year by 2030.
- **Strategy W1: Increase Water Conservation and Reuse:** The City will support water conservation by promoting the use of recycled water or graywater for agricultural and for irrigation at all large new developments, and to create the necessary infrastructure to utilize 100 percent of output from the City’s Advanced Water Purification Facility (AWPF). The City will also update the existing City Landscaping Standards to list a selection of pre-approved native, drought-tolerant, and California-friendly plant species and trees to be used

for City landscaping projects. This strategy would reduce citywide emissions by approximately 1,404 MTCO₂e per year by 2030.

- **Strategy T2: Transition City Fleet to Greener Alternatives:** The City will replace all remaining diesel trucks in the City's Environmental Resource Division to alternative fuel vehicles by 2030. The City will also develop a ZEV Master Plan for the City fleet that evaluates costs, budget needs and infrastructure needs for the short and long term, including optimal EV charging locations, funding opportunities, and opportunities for public-private partnerships. This strategy would reduce citywide emissions by approximately 240 MTCO₂e per year by 2030.
- **Strategy T5: Expand Car and Bike Sharing:** Through implementation of the forthcoming Sustainable Transportation Plan (STP), the City will identify support for and/or ways to expand access to e-bikeshare and neighborhood EVs, to ultimately enable their use in the public right-of-way. In addition, the City may introduce an e-bikeshare, and/or EV carshare program that incentivizes third-party providers to locate in Oxnard, and consider updates to the TDM Ordinance to require the development of TDM plans for all major developments or facility expansions to encourage ridesharing and other shared mobility improvements, thereby reducing vehicle trips. This strategy would reduce citywide emissions by approximately 238 MTCO₂e per year by 2030.
- **Strategy T3: Expand Infrastructure for Pedestrians, Bikes, and Micro-mobility Solutions:** The City will adopt the forthcoming Sustainable Transportation Plan (STP), which will include projects that expand the reach of the pedestrian and bicycle network throughout the city and provide comfortable opportunities to use active transportation. This strategy would reduce citywide emissions by approximately 121 MTCO₂e per year by 2030.

**TABLE 4
GREENHOUSE GAS REDUCTION STRATEGIES**

CAAP Strategies	Implementing Actions
Clean Energy (E)	
E1: Procure Zero-Carbon Electricity	E1.1 – Invest City staff time and financial resources in maintaining a minimum 95 percent community participation rate in CPA's 100 Percent Green option, or equivalent, through the year 2030 E1.2 – Work with the CPA to develop an educational campaign targeted to businesses and residents on the importance of subscribing to the CPA's 100 Percent Green level E1.3 – Partner with CPA to promote Power Share, which provides disadvantaged communities residents with a 20 percent discount and 100 percent renewable energy E1.4 – Request a rate analysis from CPA at least annually and compare to SCE rates, to determine the financial impact of returning all municipal accounts currently enrolled with CPA to 100 Percent Green option E1.5 – Chart and annually revise an implementation plan for returning municipal accounts to CPA's 100 Percent Green option or equivalent
E2: Increase Local Solar Energy Generation	E2.1 – Partner with interested developers to create Community Solar projects in the CPA program, or equivalent Community Renewables program offered by SCE E2.2 – Partner with CPA and community-based organizations to promote CPA customer awareness and enrollment in the Community Solar program, or equivalent Community Renewables program offered by SCE E2.3 – Partner with CPA and/or electric utility to develop and distribute information to residents interested in rooftop solar to take advantage of programs like CPA's Solar Marketplace, which provides access to quotes from multiple, pre-screened local installers E2.4 – Incentivize CPA customers with existing rooftop solar to register for CPA's Net Energy Metering (NEM) Program, which pays customers for net energy production on an annual basis E2.5 – Through meetings and coordination, facilitate partnerships and information sharing between local construction/roofing contractors and solar companies that increase consumer choice as well as business referrals E2.6 – Increase local participation in SCE's Community Renewables Program, which connects customers with solar developers so that they can purchase renewable electricity from certified community solar projects E2.7 – Identify existing municipal facilities, city-owned public spaces, and associated parking lots with potential for rooftop solar installation and/or solar canopies; identify potential solar PV projects with consideration to fiscal resources, and Capital Improvement Plan timeframes and feasibility E2.8 – Assess solar PV procurement financial models to reduce up-front capital costs and increase long-term savings (e.g., State and Federal Incentives, Power Purchase Agreement, Net Metering, etc.) and adopt financing plan E2.9 – Secure funding, cost and bid solar PV projects; Interconnect and install solar projects
E3: Develop Energy Storage/ Microgrids	E3.1 – Partner with CPA to develop their Power Response Program, which offers incentives to commercial and residential customers for the installation of energy storage to enable load-shifting during times of peak demand E3.2 – Promote enrollment in SCE's Smart Energy Program, Summer Discount Plan, and SCE-advertised third-party demand response programs E3.3 – Identify potential partnerships, funding, or financing sources for installing storage and microgrids in the community E3.4 – Develop a community energy map that identifies opportunities for deploying distributed energy resources and microgrids to improve energy security and resiliency in the community E3.5 – Partner with CPA to perform feasibility assessment to determine the potential of microgrid projects on City buildings E3.6 – Partner with CPA and develop municipal facility microgrid project scoping to include: goal of the project, background information, site selection, assessment of opportunities and risks, community involvement and feedback, partnerships, project team development, performance requirements, and ownership

TABLE 4 (CONTINUED)

GREENHOUSE GAS REDUCTION STRATEGIES

CAAP Strategies	Implementing Actions
	E3.7 – Meet with Regional Energy Network (REN) to determine the availability of technical services and/or funding for municipal facility energy storage and microgrids E3.8 – Meet with CPA to determine the availability of incentives and/or funding for municipal facility energy storage and microgrid projects E3.9 – Perform conceptual design and cost estimates of municipal energy storage and microgrid projects E3.10 – Secure funding, cost and bid on municipal energy storage and microgrid projects; Build projects
Green Buildings (B)	
B1: Improve Efficiency of Existing Buildings	B1.1 – Partner with existing agencies such as CPA, 3C-REN, SoCalREN, and/or the Ventura County Regional Energy Alliance (VCREA) to promote and take advantage of local programs; meet with these agencies on a quarterly basis B1.2 – Launch educational campaign targeted at City residents and businesses to let them know what energy efficiency improvement offerings are available B1.3 – Launch educational campaign for multifamily building owners and managers on the programs and incentives offered by the RENs and the local utilities B1.4 – Engage local school districts to participate in the CalSHAPE (AB 841) program to improve plumbing and ventilation in schools; set up an introduction to a service provider to assist schools with program applications B1.5 – Engage local school districts to enroll in (if not already enrolled) and participate in SoCalREN; set up introductory meetings to a service provider to assist schools with program enrollment and technical services B1.6 – Perform periodic energy audits and feasibility studies (e.g., every 5 years) to assess facility performance and identification of potential energy efficient projects for municipal facilities; actively engage SoCalREN to support this effort B1.7 – When doing municipal facility renovations, assess potential for energy efficiency improvements and adding solar PV (e.g., when reroofing occurs, design support system to withstand rooftop solar PV loads) B1.8 – Implement energy efficiency projects for municipal facilities at selected locations to achieve energy reduction goals and support decreased electric load on the grid
B2: Electrify Buildings	B2.1 – Partner with existing agencies such as CPA, 3C-REN, and/or VCREA to promote and take advantage of local programs, including rebates and financing options for building and appliance electrification; meet with these organizations on a quarterly basis B2.2 – Meet with SCE (and/or other providers) on a regular basis to strategize promoting electrification offerings to residents and businesses, while keeping energy resilience needs in mind B2.3 – Work with electric utility to create an educational campaign for building owners on the health, climate, and cost benefits of electric-powered kitchen equipment, and distribute information about available products and installation services B2.4 – As part of the CIP process, conduct a feasibility study to identify opportunities for electrification of city facilities and determine cost and financial impacts, utilizing the quarterly meetings with the RENs and utilities to identify offerings B2.5 – Secure funding, cost estimates, and bids for municipal electrification projects
Transportation (T)	
T1: Expand Zero-Emissions-Vehicle (ZEV) Charging and Fueling Infrastructure	T1.1 – Develop a citywide ZEV Master Plan that evaluates near-term and long-term needs for EV charging and hydrogen-fueling infrastructure, including home EV charging, and identifies optimal EV charging locations and gaps in public accessibility (especially for disadvantaged communities) T1.2 – Meet with the Building and Engineering Services to develop possible code requirements to encourage or require preferential EV parking and EV charging stations, beyond what is required by Title 24 T1.3 – Track and apply for CALeVIP funding for sites that have already been identified for EV charging before funding is exhausted; utilize SCE's Charge Ready program to build out infrastructure for public charging stations T1.4 – Meet with utilities and state agencies quarterly to track and coordinate the

	promotion of offerings to Oxnard residents and businesses; in City communications, promote EV charging incentive programs offered through CPA and SCE and through federal or state funding T1.5 – Coordinate with the Port of Hueneme, Gold Coast Transit District (GCTD), and other regional stakeholders on infrastructure planning for electric and hydrogen powered vehicles T1.6 – Based on public EV charging needs (as identified in citywide ZEV Master Plan or elsewhere), apply for CALeVIP funds through the South Central Coast Incentive Project, or equivalent T1.7– Secure funding, cost and bid installation of public charging locations T1.8– Install public charging locations as funding becomes available
T2: Transition City Fleet to Greener Alternatives	T2.1 –Develop a ZEV Master Plan for the City fleet that evaluates costs, budget needs and infrastructure needs for the short and long term, including optimal EV charging locations, funding opportunities, and opportunities for public-private partnerships. T2.2 – Pass a resolution that supports City fleet vehicle purchases (or at minimum, utility and truck purchases) to be ZEVs in alignment with the CARB's proposed regulation to require public fleets to purchase 100 percent zero-emissions trucks by the year 2027 T2.3 – Meet with CPA, SCE, and other administrators of incentive and rebate programs quarterly to determine what offerings can be utilized to build out fleet charging stations T2.4 – Secure funding and build out municipal fleet EV charging and/or hydrogen fueling infrastructure as needed to support ZEV Master Plan for city fleet
T3: Expand Infrastructure for Pedestrians, Bikes, and Micro-mobility Solutions	T3.1 – Adopt the forthcoming STP, which will include projects that expand the reach of the pedestrian and bicycle network throughout the city and provide comfortable opportunities to use active transportation T3.2 – Through the implementation of the forthcoming STP, potentially introduce an e-scooter program that incentivizes third-party providers to locate in Oxnard T3.3 – Where feasible in new roadway designs, accommodate micro-mobility solutions such as electric bikes, scooters, and neighborhood EVs T3.4 – In new roadway designs, provide safe and convenient pathways and infrastructure for electric bikes and scooters, including publicly accessible charging locations
T4: Improve Transit Effectiveness and Accessibility	T4.1 – Partner with GCTD and VCTC to assess current transit routes and identify opportunities for improvement geared towards Oxnard residents T4.2 – Partner with GCTD and VCTC to upgrade transit stops with weather protection, security measures, increased comfort and accessibility, and access to accurate information on transit routes, schedules, fares, connections, and destinations T4.3 – Support GCTD's Late-Night Safe Rides Pilot, including continued partnership to evaluate whether there is opportunity to expand the program to cover additional service hours and zones T4.4 – Partner with GCTD and VCTC to improve access to real-time transit vehicle arrival information in multiple languages T4.5 – Partner with GCTD and VCTC to enhance multi-modal connections to transit facilities by implementing pedestrian and bicycle improvements near transit stops and mobility hubs, as identified in the STP T4.6 – For the City's Dial-a-Ride (paratransit) program, create a subsidized fare program for the elderly, or those with qualifying low income T4.7 – Support Dial-a-Ride or other paratransit systems for the senior and disabled members of the community
T5: Expand Car and Bike Sharing	T5.1 – Consider updates to the TDM Ordinance to require the development of TDM plans for all major developments or facility expansions to encourage ridesharing and other shared mobility improvements, thereby reducing vehicle trips T5.2 – Through the implementation of the forthcoming STP, potentially introduce an e-bikeshare, and/or EV carshare program that incentivizes third-party providers to locate in Oxnard; offer reduced parking requirements for new development projects that provide dedicated carshare facilities T5.3 – Through implementation of the STP, identify support for and/or ways to expand access to e-bikeshare and neighborhood EVs, to ultimately enable their use in the public right-of-way

Land Use (L)

L1: Support Transit-Oriented and Mixed-Use Development	L1.1 – Through the forthcoming General Plan update, identify areas within the city where development should be focused to increase density and diversity of land use to achieve reductions in VMT L1.2 – Incentivize mixed-use development projects to include land uses representing common destinations, such as grocery stores, pharmacies, and restaurants L1.3 – Encourage mixed-use development by reducing parking requirements where justified by shared parking when uses with different peaking characteristics (such as offices and apartments) are combined L1.4 – Research and adopt other appropriate “smart growth” policies in addition to those identified above to incentivize density and diversity of land use L1.5 – Continue to implement the City’s Traffic Impact Fee and the Mobility Fee to better align with and encourage VMT reduction (Municipal Code Ordinance Nos. 2258, 2979).
Water Conservation and Reuse (W)	
W1: Increase Water Conservation and Reuse	W1.1 – Maximize the use of recycled water or graywater for agricultural and for irrigation at all large new developments W1.2 – Where feasible, install additional recycled water pipeline infrastructure; update the existing landscape ordinance to facilitate implementation of AB 1668 W1.3 – Create the necessary infrastructure to utilize 100 percent of AWPf output W1.4 – Evaluate the feasibility of developing a municipal landscaping policy that limits the use of potable water for municipal irrigation W1.5 – Update the existing City Landscaping Standards to list a selection of pre-approved native, drought-tolerant, and California-friendly plant species and trees to be used for City landscaping projects W1.6 – Replace flush and flow fixtures in municipal facilities to improve water efficiency
Waste Reduction and Recycling (R)	
R1: Recycling and Organic Waste Diversion	R1.1 – Participate in regional efforts to increase or establish local organics processing and capacity R1.2 – Establish a system to track waste disposal and diversion activities, ideally categorized by both land use (residential, commercial, municipal) and management type (landfilled, recycled, anaerobically digested, composted) R1.3 – Adopt a Polystyrene Ordinance to regulate the production and use of the material within city limits, to encourage the use of more recyclable or compostable materials in its place R1.4 – Maximize placement of recycling and organic waste receptacles in municipal facilities and in public spaces R1.5 – Adopt a Green Purchasing Plan with a goal of conserving natural resources by purchasing products that are environmentally friendly whenever feasible
Nature-Based Solutions (N)	
N1: Increase Local Carbon Sequestration	N1.1 – Maintain and expand the urban tree canopy using available grant programs N1.2 – Specify options for future tree planting with drought-resistant tree species that can survive changes to the local climate, and consider long term maintenance to improve the canopy. N1.3 – Prioritize investment in neighborhoods with limited green space and elevated air pollution, and in areas where green infrastructure, including trees and other types of vegetated buffers, can effectively address stormwater management issues N1.4 – Coordinate with the County of Ventura on their Tree Planting program, which aims to plant two million trees throughout the county by 2040 N1.5 – Seek funding to implement a green infrastructure program for the City’s parks, streets, and public spaces to improve stormwater management, support biodiversity, reduce air pollution exposure, and increase access to natural spaces, including trees N1.6 – Continue implementation of the Oxnard Green Alleys Plan to transform existing alleyways within disadvantaged neighborhoods into multifunctional green spaces with tree canopy, green infrastructure elements, and active transportation access.

Climate Change Vulnerabilities and Adaptation Strategies

One of the CAAP's key objectives is to enhance the community's resilience to a changing climate by addressing the vulnerabilities and risks that are expected to occur as a result of those impacts. Resilience, as defined by the State of California's Adaptation Planning Guide, is the "capacity of any entity—an individual, a community, an organization, or a natural system—to prepare for disruptions, to recover from shocks and stresses, and to adapt and grow from a disruptive experience." Climate adaptation is defined by this same source as "actions that address the projected impacts on all aspects of community function that may result from climate change. This can include impacts related to hazard events (flood, wildfire, drought, and severe storms for example), as well as slow changes that affect agricultural, forestry, and fisheries productivity; ecosystem structure and function; and public health." (California OES, 2020)

Like other communities in California, Oxnard is likely to face serious economic, social, and environmental challenges in the coming decades due to rising temperatures, sea level rise, extreme storms, wind events, more severe droughts, and diminishing air quality that is expected to occur because of climate change. These impacts present significant threats to community health and wellbeing, which will not affect everyone equally. Vulnerable groups, such as the elderly, low-income families, farmworkers/agricultural workers, undocumented immigrants, communities of color, and individuals already suffering from chronic diseases, will be disproportionately impacted by these changes.

Chapter 4 of the CAAP includes an assessment of the City's social and physical vulnerabilities that considers the range of expected climate change impacts facing the City, using publicly available data from sources that include but are not limited to Cal-Adapt, Healthy Places Index (HPI), FEMA, and the City of Oxnard Sea Level Rise Atlas. To address the identified vulnerabilities, the CAAP describes potential strategies for protecting vulnerable populations and increasing the resilience of the City's emergency response capabilities as well as its critical infrastructure for transportation, energy, water supply, and stormwater management. These adaptation strategies are grouped into six different categories as summarized in **Table 5** below. Note that the CAAP does not include strategies or actions addressing sea level rise because the City is undergoing a separate planning process for sea level rise through its Local Coastal Program (LCP) Update project.

Similar to the CAAP's GHG reduction strategies, Chapter 5 provides an implementation framework for the adaptation strategies, including a table of implementation details that identifies a general timeline (short-term, medium-term, and long-term), a lead City department, potential implementation partners, and funding sources.

**TABLE 5
CLIMATE ADAPTATION STRATEGIES**

CAAP Strategies	Description/Potential Measures
Community Preparedness (CP)	
CP1: Develop a public education campaign to inform community of climate hazards and impacts	This strategy involves collaborating with local and regional agencies, including farmworkers associations, senior organizations, schools, transportation agencies, and other community groups, to create a campaign for increasing

	community education and awareness of climate hazards, vulnerabilities, and adaptation strategies. Informational materials should be provided through various platforms and in a multilingual capacity. Materials may also be used in schools and by community organizations to reach more groups in Oxnard.
CP2: Ensure early warning systems are adequate for extreme events related to climate change	Early warning systems can provide timely information and resources for local hazards, including events related to extreme heat, flooding, extreme winds, poor air quality, and wildfire smoke. The City currently coordinates emergency responses with the County of Ventura and other regional actors through the varied channels of EOC networks. For maximum reach, early warning systems should employ various modes of communication to ensure greater access (webpage, cellular alerts, social media blasts, radio, emails, automated community signage, bus stop signs, etc.) and convey the appropriate safety response for community members. The community should receive education and awareness of hazards that would warrant notification through the early warning system, and how future hazards are likely to be very different from what the community has historically known and experienced.
CP3: Invest in backup power systems and energy storage at emergency centers and cooling centers	This strategy involves building local community resilience through energy systems. The City can explore options to invest in sustainable backup power sources and energy storage to provide redundancy and continued services for critical facilities during emergencies, especially cooling centers and emergency shelters. This will help provide reliable support in the case of power outages and during periods of high electricity demand. The City should develop a list of critical facilities that currently do not have backup power systems in order to prioritize future projects. The City should also investigate whether a standard duration of backup power should be developed.
CP4: Expand community resilience services and infrastructure	Existing emergency response centers, evacuation routes, and cooling centers should be assessed to ensure they are effective, safe, and accessible in the case of a climate hazard event, and be able to serve the needs of vulnerable populations. The City should further ensure that these facilities and infrastructure are resilient to various climate impacts. New emergency response facilities, such as a resilience hub, can be developed in collaboration with local and regional agencies to provide relief from multiple hazards and provide services (e.g., hydration, cooling, masks and filters, and hazard notifications). Where electricity storage is not available or feasible, natural gas should be considered as a back-up energy source for heating water and cooking food during power outages.
CP5: Periodically review public infrastructure standards	The City's public infrastructure standards should be reviewed periodically to make sure that infrastructure is built to withstand future impacts from climate change hazards including flooding, sea level rise and extreme heat events.

TABLE 5 (CONTINUED)
CLIMATE ADAPTATION STRATEGIES

CAAP Strategies	Description/Potential Measures
Extreme Heat (EH)	
EH1: Ensure access to cooling centers, parks and shoreline	The City has designated cooling centers, as well as parks and beaches, which also serve as a refuge from extreme heat. The City can expand accessibility to these locations, particularly for the most vulnerable groups (e.g., outdoor workers and low-income communities) with active transportation pathways, including bike paths and pedestrian routes. The City can also enhance community awareness of accessible cooling centers and the benefits provided by natural cooling amenities in Oxnard, and ensure that access routes are well-maintained and clearly marked. Having access to these centers, including public transportation options, can be critical during extreme heat events and power outages, particularly for lower-income households that lack cooling and for individuals lacking access to a private vehicle. The City should coordinate with cooling facilities and transportation providers to ensure that these facilities continue to operate during power outages.
EH2: Seek funding for energy improvements for low-income households	Various households in Oxnard lack working heat pumps, adequate insulation, air conditioning, and HVAC systems. This strategy is focused on accessing funding for low-income households to install heat pumps and make other necessary retrofits that will help address extreme heat in their homes.
EH3: Promote enforcement of	Existing local and state policies and standards protect individuals from heat-

Cal/OSHA standards that protect against extreme heat	related impacts. Ensuring enforcement of Cal/OSHA standards for City workers and encouraging local businesses to do the same, along with distributing training informational materials to local workers, can prevent health-related heat impacts, such as heat cramps, heat stress, heat exhaustion, and heat stroke. Increasing awareness of heat-related illnesses to community members, especially outdoor workers, can further protect against serious impacts to health.
EH4: Give higher priority to urban greening and shading along active transportation routes and commuting services	Urban greening can provide natural cooling benefits and help reduce the urban heat island effect. This strategy involves identifying active transportation routes, bus stops, and walking paths where urban greening and shading can be added and increased to benefit users. Priority locations should include places that serve outdoor workers and schools, bus stops, and bike and pedestrian paths
EH5: Support and expand the citywide tree program, report, and plan	Tree canopy provides shading and natural cooling from extreme heat, adds beautification, and supports mental health. The City can continue to expand its Tree Program to include an updated tree inventory, identify vulnerable and heat-sensitive species, strengthen tree protection policies, prioritize tree canopy projects for vulnerable groups and in areas with high population density and low levels of tree canopy, and pursue funding for tree planting projects. This strategy provides the framework for a comprehensive urban forest management plan that guides sustainable management for a resilient urban forest.
EH6: Give higher priority to urban greening in communities that are most vulnerable	Oxnard's outdoor workers, elderly, youth, and active transportation users are among those at higher risk from extreme heat impacts. Urban greening and tree plantings should be prioritized to benefit these groups, at their workplaces, in residential areas (especially residentially areas with high population density and low levels of existing tree canopy of greenery), and along active transportation routes. To increase the success of these projects, the City can collaborate with the County of Ventura on the countywide Tree Planting Program and target disadvantaged community areas.
Extreme Drought (ED)	
ED1: Expand and protect the City's diversity of water supply	The City should continue to work collaboratively with regional partners and water suppliers to participate in regional water supply planning and identify ways to increase the resiliency of the City's water supply in the future. The City conducts promotional activities through the existing Groundwater Recovery Enhancement and Treatment (GREAT) program. These efforts can be expanded to further educate and encourage residents to adopt water saving techniques in their homes and gardens. Outreach activities should utilize a variety of formats, including educational videos and materials, community presentations, public tours, and special events.
ED2: Continue to expand community water recycling programs	The City continues to maintain the existing GREAT program for improved water recycling, reuse, storage, and recovery. The City can further support expansion of recycled water infrastructure to serve existing municipal parks and facilities, as well as multifamily, commercial, and industrial development and redevelopment projects. Distribution of informational materials to encourage the use of gray water and rainwater catchment systems for businesses and residents can also enhance the effectiveness of community water recycling programs.
ED3: Use drought-tolerant, native plants and alternative irrigation at City facilities	The City should continue to encourage the planting of drought-tolerant and California native plants, and expand the use of alternative irrigation techniques to reduce water consumption. This can be implemented in public facilities, residences and businesses, and maintain community aesthetics while reducing water use.
ED4: Partner with the County to provide information on climate resilient crops	Although there is little to no agriculture within Oxnard city limits, the region's agricultural sector is a significant part of the local and state economy and employs many local residents. A reliable water supply is critical for maintaining the region's agriculture. With worsening drought conditions and decreasing water allocations, Oxnard can partner with local and regional agencies, such as the County of Ventura and agricultural associations, to provide information and resources for growers considering a shift to other, less-water-intensive crops. This can provide support to farmers and organizations in learning about water use and impacts related to crop species, and economic feasibility of shifting to different crops. As a part of this effort, the City should work with regional partners to identify potential new

	agricultural pests and identify potential adaptation strategies for regional agricultural operations.
ED5: Create and/or participate in programs to address food insecurity	Drought conditions can increase costs for water and food, and disproportionately impact lower-income households, unemployed individuals, and larger-family households. To address food insecurities, the City can collaborate with schools and local organizations to develop new farm-to-community programs and expand existing public programs for vulnerable populations. The City operates the senior meal program and three community gardens (Camino del Sol Community Garden, Wilson Senior Center community garden, and Pleasant Valley Road/Fire Station 2 community garden) that play important roles in combating local food insecurity. These can be expanded to maximize access and output to community members.
ED6: Consider Expanding Project Assist	Evaluate the potential to expand Project Assist which provides a month credit on utility bills for qualifying individuals and families. Evaluate whether program outreach and advertisement should be expanded and targeted toward vulnerable groups. This strategy is focused on providing relief for households in the event that water and food prices rise due to increasing drought.
Wildfire Smoke and Air Pollution (AP)	
AP 1: Promote existing hazard alert and warning system for workers	In Oxnard, outdoor workers are among those at highest risk from worsening air pollution. The City should increase awareness of the alert and warning systems by targeting outdoor workers, farmers, and farmworkers associations and working with those stakeholders to improve alert systems. The City may also consider ways to improve the effectiveness of alert systems by using text messages or by using delivery methods that are accessible for people without access to cell service. The City may collaborate with local and regional organizations, including the County of Ventura, to expand the reach and capacity of the hazard alert and warning system.
AP2: Ensure Cal OSHA rules are known and enforced	The City should work with local agricultural business partners to improve business and worker awareness of Cal/OSHA standards related to heat stress and to improve the enforcement of standards. Improving the enforcement of these standards may prevent short- and long-term illnesses due to extended exposure to poor air quality.
AP3: Improve access to air filters, shelters with filtered air, or air masks	Shelters should be publicly accessible to all community members and provide relief from poor air quality with air filters, filtered air locations, or air masks. The City can work with existing shelters to disseminate information and ensure that vulnerable populations are aware of their locations and are able to access them with ease. The City can also identify and provide new shelter locations near vulnerable communities such as outdoor workers, and/or disseminate air masks to outdoor workers.
AP4: Develop programs to promote EVs and reduce vehicle-miles traveled (VMT)	Local agencies can contribute to emissions reductions from vehicles by promoting and implementing programs that allow for flexible work, expanding access to transit, and encouraging the transition to electric vehicles. These include work-from-home policies, flexible and alternate schedules, telework and telemedicine, and local work hubs. This strategy is supported by greenhouse gas reduction strategies identified in Chapter 3 (Strategies T1 through T5).
AP5: Support retrofits to public facilities and housing to improve indoor air quality	Older buildings and households may be in need of new or replacement equipment to protect against smoke and air pollution. The City can identify housing and facilities that are in need of retrofits or replacements, promote programs that provide AC units, air filters, and HVAC systems, and encourage a shift from indoor gas appliances. Retrofits can be prioritized for lower-income households, older buildings, families with health conditions exacerbated by air pollution, and households with children.
Extreme Storms and Stormwater Flooding (SF)	
SF1: Give higher priority to low-impact development (LID) stormwater practices in new development projects	Low-impact development (LID) utilizes natural processes for stormwater management. The City should evaluate where LID practices are feasible and appropriate in the City of Oxnard. The City can encourage and prioritize LID practices to help with stormwater runoff, water infiltration, and water capture and reuse. These may include bioswales, green roofs, rain gardens, pervious surfaces, and more.
SF2: Elevate, relocate, or renovate buildings or critical infrastructure	Evaluate the City stormwater drainage system in order to identify portions of the city stormwater drainage system that are insufficient or that require

	updates or retrofitting to meet existing or future capacity. Consider prioritizing updates to the existing stormwater drainage in areas that experience the most severe flooding or in areas near vulnerable populations. Critical infrastructure located within areas of flood risk may benefit from being elevated, relocated, or renovated to reduce the risks from impacts, especially if they are older in construction or design. The City should consider identifying and prioritizing threatened facilities for a long-term solution to protect against flooding impacts.
SF3: Create a flood impacts monitoring program	A Flood Impacts Monitoring Program can help monitor conditions and future risk of flooding events. Creation of this program should focus on monitoring rainfall and water/flooding levels, points or areas flooded and the areas prone to consistent flooding, and hazardous conditions as a result of flooding. This program would be helpful in facilitating future adaptation against flooding hazards.
SF4: Encourage advanced coordination between transit operators to facilitate evacuations during inland flooding events	This strategy is focused on communication for ensuring safe evacuations during flood events. The City should consider coordinating with local and regional transit providers to ensure that transit remains operational during flood events and can quickly and safely conduct evacuations. Other agencies to coordinate with include the County of Ventura, emergency response facilities, school districts, and outdoor workers/farmworkers associations. The City may also develop public education materials to inform the public about sheltering options during flood events and how to respond to emergency evacuations. Other agencies to coordinate with include the County of Ventura, emergency response facilities, school districts, and outdoor workers/farmworkers associations.
SF5: Consider Implementing green infrastructure in areas that are most vulnerable to stormwater flooding	Green infrastructure practices include tree plantings, green roofs, rain gardens, green alleys, and wetland restorations. Green infrastructure elements can be incorporated into community areas to help with water efficiency and water resources management. The City should study the feasibility of implementing green infrastructure projects in areas that are vulnerable to stormwater flooding. In Oxnard, green infrastructure can be prioritized in the southern, western, and eastern areas of the city where there is higher risk from stormwater flooding. Consider finding implementation partners to facilitate the construction and maintenance of green infrastructure projects.
SF6: Remedy areas with stagnant water prone to mosquito breeding	Areas of stagnant water that could increase the spread of vector-borne diseases should be identified and remedied. Public education materials about vector-borne diseases should be created and disseminated as a part of this strategy to inform the public about the risks of vector-borne diseases and how to identify and remedy areas of stagnant water that may occur within gardens etc.
SF7: Initiate flood study based on 2030 SLR high tide and 3-day atmospheric river event	Initiate a flood study which evaluates potential flooding from 2030 sea level rise, high tide scenarios as well as a 3-day atmospheric event of extreme precipitation. This study should include modeling that takes into account the potential for City and County flood control channels being unable to drain into Channel Islands Harbor or the ocean at high tide with storm surge and the resulting storm drain backup throughout the City.

F. Qualified Greenhouse Gas Emissions Reduction Plan

CEQA Guidelines Section 15183.5(b) stipulates that project specific environmental documents can find that project-level GHG emissions would not be cumulatively considerable if the project complies with the requirements of a qualified GHG emissions reduction plan. The project-specific environmental document must identify those requirements in the GHG emissions reduction plan that applies to the project, and if they are not otherwise enforceable, must incorporate those requirements as project-specific mitigation measures. To meet the requirements of CEQA Guidelines Section 15183.5(b), a qualified GHG emissions reduction plan must do the following:

1. Quantify existing and projected GHG emissions resulting from activities within a defined geographic area.
2. Establish a level, based on substantial evidence, below which the contribution to GHG emissions from activities covered by the plan would not be cumulatively considerable.
3. Identify and analyze sector-specific GHG emissions within the plan's geographic area.
4. Specify measures or a group of measures, including performance standards, that if implemented at the project-by-project basis, would collectively achieve the specified emissions level.
5. Establish a mechanism to monitor the plan's progress toward achieving the GHG emissions level and to require amendment if the plan is not achieving specified levels.
6. Be adopted in a public process following environmental review.

Projects in the City can demonstrate consistency with the CAAP (as a qualified GHG emissions reduction plan) if they are consistent with the CAAP's future growth projections, with the land use designations of the City's 2030 General Plan, and with the CAAP's GHG emissions reduction measures. Any project that is consistent with a qualified GHG emissions reduction plan, and that conforms to specific performance standards applicable to new development identified in the plan, would not require additional GHG emissions analysis or mitigation under CEQA Guidelines Section 15183.5(b)(2).

A project's incremental contribution to a cumulative impact may not be cumulatively considerable if the project would comply with the requirements in a previously approved plan or mitigation program (including plans or regulations for the reduction of GHG emissions) that provides specific requirements that would avoid or substantially lessen the cumulative problem within the geographic area in which the project is proposed (CEQA Guidelines Sections 15064[h][3] and 15064.4[b]). Once final, the CAAP would represent City of Oxnard's approved emissions reduction program for new development within the City.

The City has developed the CAAP Consistency Review Checklist to assist with determining the consistency of projects with the CAAP. This is included as Appendix G to the CAAP. The CAAP Consistency Review Checklist provides individual projects the opportunity to demonstrate that they are reducing GHG emissions; it also ensures that future projects would achieve their proportion of emissions reductions consistent with the assumptions used in the CAAP. A project would demonstrate consistency with the CAAP by incorporating the GHG emissions reduction measures included in the CAAP that apply to new projects. The CAAP Consistency Review Checklist provides a mechanism for development projects to specifically identify "those requirements specified in the plan that apply to the project, and, if those requirements are not otherwise binding and enforceable, incorporate those requirements as mitigation measures applicable to the project" per CEQA Guidelines Section 15183.5(b)(2).

Because it is a qualified climate action plan pursuant to CEQA Guidelines Section 15183.5, the CAAP would be used as the basis for future assessments of consistency with this plan in lieu of a project-specific GHG CEQA analysis for future projects, by using the CAAP Consistency

Review Checklist. Future discretionary projects—both projects proposed by private developers and public projects—would be reviewed to determine whether they meet certain screening criteria included in the CAAP Consistency Review Checklist:

- If a project would be consistent with the land use designations in Land Use Element of the 2030 General Plan and in the 2021–2029 Oxnard Housing Element *and* demonstrates consistency with the CAAP by completing the CAAP Consistency Review Checklist, then the project would be considered consistent with the CAAP and would be eligible for CEQA streamlining of its project-level GHG analysis.
- If a project would not be consistent with the General Plan land use or zoning designations, but the project would result in fewer GHG emissions per service population than the future no-project development based on existing land use designations at the project site, then the project can still demonstrate consistency with the CAAP by completing the CAAP Consistency Review Checklist; the project would then be considered consistent with the CAAP and would be eligible for CEQA streamlining of its project-level GHG analysis.
- Also, if a project would achieve net-zero GHG emissions compared to existing on-site development at the project site, provided that existing on-site development is similar to the proposed project and that GHG emissions from existing on-site development are not substantially larger than emissions from the proposed project, the project would be considered consistent with the 2045 CAP and would be eligible for CEQA streamlining of its project-level GHG analysis.
- If a project could not demonstrate consistency with the CAP by completing the CAAP Consistency Review Checklist or by implementing equivalent replacement strategies as provided for in the CAAP Consistency Review Checklist, then a project-specific GHG analysis would be required.

Consistency with General Plan Land Use Assumptions.

Projects consistent with the demographic forecasts and land use assumptions used in the CAAP can use the CAAP Consistency Review Checklist to demonstrate consistency with the CAAP. If consistent, these projects could rely on the programmatic environmental review contained in the Addendum to the PEIR for the 2030 General Plan.

If a project would not be consistent with the General Plan’s land use designations, then it would not be eligible for streamlining by using the CAAP Consistency Review Checklist. Projects inconsistent with the General Plan’s land use designations would prepare a project-specific analysis of GHG emissions. Such an analysis would quantify existing and projected GHG emissions for the project and incorporate applicable items from the CAAP Consistency Review Checklist to the maximum extent feasible, along with any identified project-specific mitigation measures.⁶

⁶ As noted above, projects not consistent with the General Plan’s land use designations can still demonstrate consistency with the CAAP if the project results in fewer GHG emissions per service population than the future no-project development based on existing land use designations at the project site. This emissions level must be documented using project-specific GHG emissions modeling. See Appendix G to the CAAP for more information.

G. CAAP Monitoring and Reporting

To ensure that the CAAP remains qualified for use with later activities under CEQA Guidelines Section 15183.5(b)(2) and that the CAAP Consistency Review Checklist remains valid, Chapter 5 of the CAAP describes the following monitoring and reporting responsibilities, which would be administered by the City:

- City staff will annually present updates to the City Manager and the City Council that summarize CAAP implementation progress. Annual updates will be undertaken in conjunction with the Housing Element Annual Progress Report and General Plan Progress Report. The CAAP Annual Report will evaluate the successes and challenges in meeting the performance objectives for each strategy, as listed in Chapter 3 and Table 5 2, and summarize progress toward the City's 2030 GHG reduction target. The report will provide the status of implementation (e.g., initiated, ongoing, completed) for each action, assess the effectiveness of the strategies and programs included in the Plan against the established performance objectives, and recommend adjustments to programs or tactics as needed. The annual report will also assess whether the City's actual growth and development is consistent with the forecasts made in the CAAP. Tracking the 2030 performance goals for each GHG reduction strategy on a periodic basis will inform the City and community over time as to how the CAAP implementation strategies are working towards achieving GHG reduction targets, and will help the City prioritize actions in future CAAP updates.
- The City will conduct an update of the community GHG inventory at least every five years to monitor progress of GHG reductions against the 2030 target.
- City staff will evaluate the CAAP and the CAAP Consistency Review Checklist every five years (at minimum), or when the General Plan undergoes and significant update, to determine whether CAAP updates are necessary.

IV. General Plan and PEIR

As indicated above, the PEIR analyzed the adoption of the 2030 Oxnard General Plan Update (General Plan). The General Plan Update is a comprehensive update of the 2020 General Plan, and is a long-range plan for the physical development of the City. The General Plan is intended to address changes in the City since preparation of the current 2020 General Plan. The 2030 General Plan establishes a planning framework and goals and policies through the year 2030 and replaces the existing 2020 General Plan in its entirety. The General Plan is intended to address key issues such as population growth, minimizing the loss of agricultural land, providing affordable housing, providing a better use of land, reducing incompatible development, addressing environmental issue such as GHGs, water supply, and alternative energy sources.

The General Plan Update is comprised of the following components:

- Chapter 2, Sustainable Community, was created in response to the emergence of global warming, climate change, and renewable and alternative energy production and conservation as critical issues related to long-term sustainable development. This chapter includes

background information as these topics were not anticipated when the 2006 Background Report was prepared.

- Chapter 3, Community Development, establishes goals and policies for the distribution and intensity of land use types. The focus of this element is on revitalization of existing neighborhoods and new development within the community, and continued greenbelt and agriculture uses within the surrounding Planning Area.
- Chapter 4, Infrastructure and Community Services, sets goals and policies for traffic and circulation, long-term water supply, parks, public safety, schools, and other public and semi-public facilities and services.
- Chapter 5, Environmental Resources, addresses the conservation, development, and use of natural resources, and also explores the managed production of resources, significant buildings and historic sites, water resources, biological, and agricultural resources.
- Chapter 6, Safety and Hazards, addresses seismic and geologic hazards, flooding, tsunamis, hazardous materials and wastes, emergency preparedness, and other hazards.
- Chapter 7, Military Compatibility, is a State-recommended element focused on the City's geographic and functional relationship to the NBVC facilities and operations.
- Chapter 8, Housing Element, is a stand-alone document that is separately required by the State Department of Housing and Community Development. To meet mandated State requirements and timelines, the Housing Element was prepared for adoption by the City Council on a separate schedule. The City Council adopted the 2021-2029 6th Cycle Housing Element on October 5, 2021.
- Chapter 9, Implementation, assigns the policies to various City departments for implementation. This chapter includes a procedure for determining consistency with the 2030 General Plan.

The PEIR analyzes the environmental impacts related to implementation of the General Plan Update. As no specific developments were proposed as part of the General Plan Update, the PEIR was prepared on a programmatic level.

The issue areas evaluated under the PEIR include the following, based on the CEQA Guidelines and Appendix G that was in effect at the time:

- | | |
|---------------------------------------|--|
| • Aesthetics | • Natural Hazards |
| • Agriculture and Soil Resources | • Mineral Resources |
| • Air Quality and Climate Change | • Noise |
| • Biological Resources | • Energy Resources and Conservation |
| • Cultural Resources | • Public Facilities Services |
| • Geologic, Seismic, and Soil Hazards | • Parks and Recreation |
| • Hazardous Materials and Uses | • Circulation, Traffic, and Transportation |
| • Land Use | • Utilities |

The PEIR determined the General Plan Update would cause significant and unavoidable impacts to transportation (level of service), climate change, agriculture (conversion of farmland) air quality (criteria air pollutants) and noise (noise and vibration). All other resources areas were determined to have impacts that were either less than significant or less than significant with mitigation. Mitigation measures adopted by the City take the form of new or modified policies in the 2030 General Plan.

V. Comparative Analysis of Impacts

As indicated above, Section 15162 of the CEQA Guidelines states that one of the conditions that would warrant preparation of a Subsequent EIR is if substantial changes are proposed in the project which would require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. An analysis was conducted to compare the impacts of the CAAP with the impacts analyzed in the PEIR for the General Plan, using Appendix G of the 2022 CEQA Guidelines.⁷ As shown below in **Table 6**, *Comparison of the CAAP Relative to the PEIR*, the CAAP would not result in new significant impacts or substantially more severe significant project or cumulative impacts than those previously identified in the PEIR.

Since no new or substantially more severe significant impacts would occur as a result of the CAAP, a Subsequent EIR would not be required to evaluate the CAAP pursuant to Section 15162 of the CEQA Guidelines.

⁷ Note that Appendix G has undergone several changes since the PEIR was certified, and this Addendum uses the 2022 version of Appendix G in its analysis, as presented in Table 6.

TABLE 6
COMPARISON OF THE CAAP RELATIVE TO THE PEIR

Environmental Issues	PEIR Impacts	CAAP Impacts
Aesthetics		
a) Scenic vista	Less than significant. Construction of future projects that could be facilitated by the General Plan could result in short term, temporary changes to local visual conditions that would be considered less than significant. Additionally, policies identified in the General Plan are designed to promote enhancement of the City's visual quality through preservation of existing open space, preservation of historic resources and neighborhoods and the incorporation of design features. While build out of the General Plan could result in changes to existing views, impacts are considered to be less than significant .	Implementation of the CAAP could result in short term construction impacts that would be temporary, minor and of relatively short duration. Implementation of the CAAP could result in minor, long-term adjustments to scenic vistas due to the construction of infrastructure such as ZEV charging stations or the installation of PV panels which could be visible from scenic vistas. Many of the CAAP strategies and implementing actions would result in beneficial impacts due to planting of tree and protecting open spaces. Some CAAP actions could result in long-term changes that could result in visual changes such as the construction of community solar projects or expansion of ZEV charging stations, or adjust existing roadway designs to include bike paths etc. Projects implementing the CAAP would be required to comply with design requirements policies presented in the General Plan to protect scenic vistas, and would not result in impacts that are more severe than those identified in the PEIR.
b) Scenic resources	Less than significant. While there are no officially designated state scenic routes within the Planning Area; however, both Highway 101 and State Route 1 are eligible to be scenic routes and the City and County have selected multiple routes for the City's Scenic Highway System. The General Plan includes goals and policies required to protect scenic resources including scenic routes and future development associated with the Project would be required to implement the community character goals and policies in the General Plan and would be subject to design review. Impacts are considered to be less than significant.	Strategies and implementing actions in the CAAP would not damage or affect scenic resources or scenic routes. While some actions included in the CAAP could result in short-term construction impacts that may be visible from scenic routes, such impacts would be no worse than those identified in the PEIR. Additionally, all projects implementing CAAP actions would be required to comply with the goals and policies in the General Plan designed to protect community character and scenic resources. Implementation of the CAAP would not result in impacts that are more severe than those identified in the PEIR.
c) Conflict with zoning and other regulations governing scenic quality	Not evaluated in the PEIR	Projects implementing the CAAP would be required to be consistent with General Plan policies intended to protect scenic quality. Therefore, implementation of the CAAP would not result in any new impacts with respect to this criterion.
d) Light and glare	Less than significant Build out of the General Plan would increase the amount of light and glare in areas that currently have no existing sources of development related light and glare. The General Plan also includes several policies designed to minimize light and glare impacts the application of which would reduce impacts to a less than significant level.	Implementation of the CAAP could result in some small adjustments to existing development, such as building retrofits or rooftop solar PV projects which could create minor sources of light and glare. Solar PV panels are constituted of multiple solar cells which are designed to capture solar energy in order to convert it into usable energy. Therefore, solar panels are designed to be as absorptive as possible in order to maximize the efficiency of energy production. Additionally, PV panels typically are covered with a tempered glass layer that is treated with an anti-reflective coating that further reduces the reflectivity of the panels. When compared to common reflective surfaces, solar panels without an anti-reflective coating are found to produce around the same amount of reflectivity as water, which is about half the amount of reflectivity as

TABLE 6 (CONTINUED)

COMPARISON OF THE CAAP RELATIVE TO THE PEIR

Environmental Issues	PEIR Impacts	CAAP Impacts
		standard glass that is commonly used in residential or commercial applications (Shields 2010). Additionally, the solar projects that would be facilitated by the CAAP are likely to be small projects located on rooftops or in parking lots and would not include large arrays of panels. Rooftop solar projects would be required to comply with the City of Oxnard's requirements and standards for rooftop solar projects which are contained in Article 24 of the Municipal Code. Furthermore, all projects would be required to comply with the policies identified in the General Plan that are intended to minimize impacts from light and glare. Impacts would not be greater than what was disclosed in the PEIR. Thus, similar to the PEIR, implementation of the CAAP would have a <i>less-than-significant</i> impact.
Agriculture and Forestry Resources (Agriculture and Soil Resources in PEIR)		
a) Prime Farmland, Unique Farmland, or Farmland of Statewide Importance	Significant and Unavoidable. Implementation of the General Plan would convert up to 2,000 acres of important farmland due to future development. The General Plan does include policies intended to preserve farmland and agricultural resources. However, even with implementation of these policies, impacts would remain significant and unavoidable.	The CAAP does not include any policies that would result in development that could convert agricultural land. Additionally, the CAAP includes strategies to preserve agricultural land and open space and to encourage the City to work with partners to prepare the agricultural industry for the impacts of climate change. Therefore, implementation of the CAAP would have beneficial impacts to important farmland and would not result in impacts that are more severe than those identified in the PEIR.
b) Zoning for agricultural use or Williamson Act contract	Less than Significant. Implementation of the General Plan could result in the conversion of up to 300 acres of land under Williamson Act contract. The General Plan also includes policies intended to protect agricultural resources. Therefore, impacts of the General Plan on Williamson Act contracts are considered less than significant.	Implementation of the CAAP would involve projects that would be located within the urbanized areas of the City, such as retrofits of existing buildings, new EV charging stations, and new or expanded bike routes etc. Projects that would be facilitated by the CAAP are expected to be located within areas used for agricultural operations or within areas that are under Williamson Act contract; implementation of the CAAP is not expected to result in conflicts with parcels under Williamson Act contracts, and would not result in impacts that are more severe than those identified in the PEIR.
c) Conversion of Farmland or forest land to non-agricultural/forest land use	Less than Significant. Implementation of the General Plan could result in indirect "edge effects" that could impact agricultural resources such as noise dust, odors etc. However, policies and implementation programs that are included as a part of the General Plan would reduce the potential for these impacts to a less than significant level.	The CAAP does not change the land use designations in the General Plan. As described above, implementation of the CAAP would involve projects that would be located within the urbanized areas of the City, such as retrofits of existing buildings, new EV charging stations, and new or expanded bike routes etc. Such projects are not expected to involve major construction that could result in indirect impacts to agricultural land uses. Implementation of the CAAP would not result in impacts that are more severe than those identified in the PEIR.
d) result in substantial erosion or loss of topsoil	Less than Significant. Some locations within the Planning Area of the General Plan are identified as areas with a High to Very High susceptibility to erosion although most areas within the Planning Area have a moderate susceptibility to erosion. Development within the planning area could result in an increase in erosion due to an increase in impervious surfaces and short-term construction activities. Policies included in the General Plan would require the City to	Implementation of the CAAP is not likely to result in an increase in impervious surfaces that in turn could result in an increase in erosion. Conversely, the CAAP includes strategies (e.g., SF-1 and SF-5) to reduce stormwater runoff and flooding through low-impact development and more green infrastructure (e.g., bioswales, green roofs, rain gardens, pervious surfaces, etc.), which in turn will reduce erosion and loss of topsoil. While implementation of the CAAP could

	minimize erosion impacts through the protection of open space and agricultural lands. Additionally, projects resulting from the General Plan would be required to comply with local and state requirements for erosion control and grading. Therefore, impacts are less than significant.	result in some construction of projects, construction is expected to be minor, and impacts would not be greater than what was disclosed in the PEIR. Additionally, projects implementing the CAAP would be required to comply with state and local requirements including General Plan policies for erosion prevention which would ensure impacts are less than significant. Therefore, as with the PEIR, impacts would be less than significant.
e) result in coastal wave or beach erosion	Less than Significant. Coastal erosion is caused by wave action from high winds or tides and can be exacerbated by human activities such as building sea walls and jetties. Rising sea levels are accelerating coastal erosion. Buildout of the General Plan would introduce very little development along the coastline. Additionally, the General Plan includes policies that would minimize development impacts in areas subject to beach erosion and includes other goals and policies related to the preservation of coastal areas. Therefore, impacts would be less than significant.	Implementation of the strategies included in the CAAP is not likely to result in development projects along the coastline that could worsen coastal erosion. Additionally, coastal erosion is worsened by rising sea levels which are caused by rising global temperatures. The CAAP includes strategies to reduce GHG emissions, which is needed at a global scale to slow global warming along, which contributes to rising sea levels and worsening coastal erosion. Additionally, while the CAAP does not include specific strategies or policies to address sea level rise, the Community Vulnerability and Adaptation chapter of the CAAP identifies strategies to increase the resilience of the Oxnard community and infrastructure to climate change impacts such as increased erosion (see Table 5). Therefore, the CAAP would result in beneficial impacts and would not result in impacts that are more severe than those identified in the PEIR.
Air Quality		
a) Conflict with air quality plan	Less than significant. The Ventura County Air Pollution Control District Air Quality Management Plan uses population forecasts from the Southern California Association of Governments (SCAG) which are incorporated into the Regional Transportation Improvement Program (RTIP). The population growth assumptions used in the General Plan project a population in 2030 that is less than that forecasted by SCAG. Therefore, implementation of the General Plan would not result in conflicts with an air quality plan and impacts would be less than significant.	The CAAP uses updated population forecasts from SCAG that are lower than the population forecasts used in the General Plan. The CAAP would not generate population growth that could create conflicts with the population assumptions used in the VCAPCD AQMD. Additionally, while the goal of the CAAP is to reduce GHG emissions through strategies such as reductions in VMT, increases in energy efficiency and the use of renewable energy these changes would also result in beneficial impacts to air quality. While implementation of the CAAP could result in the construction of small infrastructure projects, construction of these projects is not expected to result in conflicts with the AQMP, and would not result in impacts that are more severe than those identified in the PEIR. Therefore, similar to the PEIR, the CAAP would result in less than significant impacts.
b) Criteria air pollutants	Significant and Unavoidable. The General Plan would facilitate future population growth that could result in additional local and regional vehicle emissions that could contribute to the VCAPCD's nonattainment status. While policies included in the General Plan would reduce pollution impacts from development and population growth, impacts would remain significant and unavoidable.	Implementation of the CAAP could result in the construction of new infrastructure such as EV charging stations, rooftop solar PV, bike paths, and pedestrian pathways. These types of projects are not likely to require significant construction that would result in criteria air pollutants that would exceed the SCAMQD's project-level significance thresholds. Their construction would not result in impacts that are more severe than those identified in the PEIR. The CAAP is designed to reduce GHG emissions generated within the city by increasing the use of zero emissions vehicles, reducing VMT, using renewable energy, increasing energy efficiency, planting trees, increasing urban greening, etc. While these measures would reduce GHGs, they would also improve overall air quality in VCAPCD by reducing the emissions of criteria air pollutants. Therefore, CAAP implementation would not result in impacts that are more severe than those identified in the PEIR.
c) Sensitive receptors	Less than significant. Construction of projects implementing the General Plan	Implementation of the CAAP could result in the construction of new infrastructure

	could cause temporary, short-term emissions of various air pollutants including reactive organic gases (ROG), nitrous oxides (NOx), and particulate matter (PM10 and PM 2.5) that could expose sensitive receptors to pollutants. However, the General Plan also includes a number of policies that are intended to reduce the impacts of pollution on sensitive receptors and ensuring that future development includes compatible land uses or mitigation to lessen the impacts of pollution on sensitive receptors. Incorporation of policies included in the General Plan that are designed to reduce construction related emissions would reduce the potential for sensitive receptors to be impacted by air pollution. Therefore, impacts would be less than significant.	such as EV charging stations, rooftop solar PV, bike routes, pedestrian pathways, and recycled water pipeline infrastructure. Construction of these types of projects is expected to be minor and is not likely to require significant construction that could expose sensitive receptors to substantial toxic air contaminant emissions. Additionally, the construction of projects to implement the CAAP would be required to comply with the policies outlined in the General Plan to reduce air pollution impacts. Construction would not result in impacts that are more severe than those identified in the PEIR. The CAAP also includes strategies to prioritize urban greening near vulnerable communities and sensitive receptors in order to reduce the impacts of air pollution which would result in a beneficial impact under this criterion. The CAAP is intended to reduce GHG emissions generated within the city by increasing the use of zero emissions vehicles, reducing VMT, using renewable energy, increasing energy efficiency, planting trees, and increasing urban greening. While these measures would reduce GHGs, they would also improve overall air quality in VCAPCD and reduce air pollution near sensitive receptors. Therefore, impacts would be no more severe than those identified in the PEIR.
d) Objectionable odors	Less than significant. Buildout of the General Plan could result in construction activity that would require the operation of equipment which may generate exhaust from gasoline or diesel fuel. Additionally, construction of new buildings may require paint and the paving of roads could generate odors. However, these odors are expected to be temporary, short-term, and minor. Future residential and commercial development could result in minor, odor-generating activities such as the use of barbecues and garden equipment. However, these types of odors are typical and the City has a number of policies which would address nuisance odors. Therefore, impacts are less than significant.	Construction associated with implementation of the CAAP is expected to be minor and would not result in significant odors or to long-term increases in odors. With regards to potential operational odors, the CAAP includes strategies to increase composting and address waste management within the City. However, these projects would also be subject to city policies governing nuisance odors which would reduce impacts to a less than significant level. Further, these projects would be subject to SMAQMD rules for controlling nuisance emissions, such as those leading to odors, from community sources, including SCAQMD Rule 402, 410, 1138, and 1133. CAAP implementation would not result in impacts that are more severe than those identified in the PEIR.
Biological Resources		
a) Special status species	Less than Significant. A majority of the Planning Area consists of agricultural and urban land uses; however riparian habitat is present near the Santa Clara River and Marine Coastal Scrub, and Saline Emergent Wetland habitats can be found along the western or coastal portion of the planning area. Sensitive plant species are known to occur in these habitats. Implementation of the Project could result in some development in these areas which could have a significant effect on sensitive habitats and special status species due to 1) the conversion of sensitive habitats to development sites, 2) increased interaction between wildlife and humans, and 3) habitat fragmentation. However, the General Plan also includes the designation of habitat areas in order to protect habitat and includes policies and measures created to protect and preserve biological resources. Generally, the buildout of the General Plan would focus development away from sensitive habitat areas and would implement a number of comprehensive policies designed to minimize biological resource impacts. Impacts would be less than significant.	Construction associated with implementation of the CAAP would likely be located in the developed areas of the City and not in areas of the City that contains habitat supporting special-status species. Additionally, the CAAP contains strategies and implementing actions that would encourage the preservation of agricultural lands, open space, and wetlands, which would result in habitat preservation and would support biodiversity within Oxnard (Strategy N1 and implementing actions). Therefore, implementation of the CAAP would have long-term beneficial impacts for special status species. CAAP implementation would not result in impacts that are more severe than those identified in the PEIR.
b) Riparian habitat or other sensitive natural community	Less than Significant. Areas along the Santa Clara River contain Valley Foothill Riparian, Annual Grassland, Marine, and other sensitive natural communities and habitats. The coastal area of the Planning Area, specifically the southwestern portion, contain Saline Emergent Wetland and Marine habitats.	The CAAP does not change the land use designations of the 2030 General Plan, and does not include strategies or implementation actions that encourage development in areas of the City that contain riparian habitat or sensitive natural communities. Construction associated with implementation of the CAAP would

	Policies and implementation measures included as part of the General Plan would minimize impacts to these sensitive natural communities or habitats. Specifically, the General Plan includes policies to protect preserve and enhance wetland and lagoon habitats, protect the coastline, and habitat along the Santa Clara River. Therefore, because the General Plan would focus future development away from sensitive habitat and would include policies to protect sensitive habitats, the Project would have a less than significant impact.	likely be located in the developed areas of the City and not in areas of the City that contains habitat supporting special-status species. Additionally, the CAAP includes strategies and implementation actions to protect habitats and green spaces in order to increase carbon sequestration (Strategy N1 and associated implementation actions). No new impacts are identified With CAAP implementation. Therefore, as with the PEIR, the CAAP would have a less than significant impact.
c) Federally protected wetlands	Less than significant. Development resulting from build out of the General Plan could result in indirect and direct adverse impacts to saline emergent wetland and marine habitats in the Planning Area. There are a number of policies and implementation measures included in the General Plan that would minimize these impact including policies to encourage preservation of Ormond Beach Mugu Lagoon, the Santa Clara River, and McGrath Lake as well as other policies to reduce encroachment on sensitive habitats and require mitigation to avoid impacts to sensitive habitat areas. Therefore, impacts would be less than significant.	The CAAP does not change the land use designations of the 2030 General Plan, and implementation of the CAAP would not involve development or construction in wetland areas. Additionally, the CAAP includes strategies and implementation actions to protect habitat areas such as wetlands in order to increase carbon sequestration (Strategy N1 and associated implementation actions). No new impacts are identified With CAAP implementation Therefore, as with the PEIR, the CAAP would have a less than significant impact.
d) Movement of any native resident or migratory fish or wildlife species	Less than Significant. Several areas within the Planning Area (in particular the Santa Clara River and the riparian areas that border it) are used as migration corridors for wildlife. Development resulting from build out of the General Plan has the potential to cause an increase in vehicular traffic levels and nighttime light levels near sensitive habitat areas which could deter wildlife movement in the area. However, policies and implementation measure that would be included as part of the General Plan would minimize the impact of development on wildlife migration corridors. Impacts would be less than significant.	Projects implementing the CAAP would not increase vehicular traffic or noise near sensitive habitats or wildlife migration corridors. Additionally, the CAAP is not likely to encourage projects that would be built near wildlife migration corridors and could have indirect impacts on wildlife movement. Finally, the CAAP includes strategies and measures that encourage the preservation of open space, green ways, and habitat which has the potential to have long-term beneficial impacts on the movement of wildlife. No new impacts are identified With CAAP implementation. Therefore, as with the PEIR, the CAAP would have a less than significant impact.
e) Local policies or ordinances protecting biological resources	Less than significant. The General Plan has been developed to include policies designed to protect a variety of biological resources including trees. Future projects resulting from the General Plan would be required to comply with all relevant policies and ordinances relating to tree preservation and the preservation of biological resources. The General Plan is consistent with the Local Coastal Plan and the Coastal Zoning Code. As the General Plan includes a number of policies and implementation actions intended to protect biological resources, buildout of the General Plan would not conflict with local policies or ordinances protecting biological resources and impacts would be less than significant.	The CAAP is not expected to result in large development projects that could create a conflict with policies intended to protect biological resources. Additionally, any projects that result from the CAAP would be required to comply with the policies included in the General Plan that are intended to protect biological resources, and would not result in impacts that are more severe than those identified in the PEIR. No new impacts are identified With CAAP implementation. Therefore, as with the PEIR, the CAAP would have a less than significant impact.
f) An adopted Habitat Conservation Plan	No impact. Neither an HCP nor an NCCP has been prepared for a jurisdiction that would apply to the Oxnard Planning Area. As such, no conflict between the policies and goals of the General Plan and the policies of an adopted HCP or NCCP exist. Consequently, there is no impact.	There are no designated HCPs or NCCPs within the City of Oxnard. Therefore, implementation of the CAAP would not result in a conflict with a designated HCP or NCCP. There would be no impact.
Cultural Resources		
a) Historical resource	Less than significant. There are 31 recorded previously recorded historic resources within the Planning Area. Development and infill activities have the	Implementation actions included in the CAAP are not likely to result in large development projects that could impact historic resources. While implementation

	potential to threaten historic resources. A key goal of the General Plan is to preserve cultural resources. In particular, the Community Development Chapter includes policies designed to protect historic qualities of the City and the City's unique historic and traditional neighborhood. The General Plan includes a policy that requires infill development to respect historic structures and be of a comparable scale and character to surrounding historic areas. As a result, with implementation of policies intended to protect historic resources, impacts would be less than significant.	of the CAAP could result in the construction of EV charging stations, retrofitting of buildings to improve energy efficiency, or the construction of bike lanes or other transit improvements, these types of developments are expected to require minor construction and are not expected to create inconsistencies in neighborhood character. Additionally, any projects resulting from the CAAP would be required to be consistent with the policies presented in the General Plan to protect historic resources. Implementation of the CAAP would not result in impacts that are more severe than those identified in the PEIR. Therefore, as with the PEIR, the CAAP would have a less than significant impact.
b) Archaeological resources c) Human remains	Less than significant. The Planning Area contains number prehistoric cultural resources including 12 prehistoric sites and 7 isolates. It is possible that archaeological deposits could be encountered in the Planning Area. However, due to the fact that the Planning Area is a flat, alluvial plain, the probabilities for prehistoric sites would be low in the area south of the Santa Clara River. Regardless archaeological resources and/or human remains could be damaged or inadvertently unearthed during ground-disturbing activities. The General Plan includes policies that establish protocols for the identification of archaeological resources, identify resource discovery measures and require development applicants to conduct records searches. In order to reduce potentially significant impacts to archaeological resources to a less than significant level additional mitigation measures in the form of additionally General Plan policies are required. Modified Policy ER-12.6 requires that grading and construction work on project sites be suspended if archaeological features are found until the significance of the feature can be determined by a qualified archaeologist or paleontologist. Modified Policy ER-12.9 requires that the city consult with Native American representatives regarding cultural resources in order to identify locations of importance to Native Americans, including archaeological sites and traditional cultural properties. Coordination with the Native American Heritage Commission should begin at the onset of a particular project.	Implementation of the CAAP is not expected to result in projects that would require significant earthwork outside of previously disturbed areas. Implementing projects are likely to be located in developed areas of the City that have been previously disturbed and where the potential for disturbance of a prehistoric resource or human remains is not as high. Additionally, the incorporation of modified General Plan policies ER-12.6 and ER-12.9 would ensure that tribal and archaeological experts are consulted in the event that an archaeological resource is discovered during earth work on a project site. Implementation of the CAAP would not result in impacts that are more severe than those identified in the PEIR. Therefore, as with the PEIR, the CAAP would have a less than significant impact.
Energy		
a) Energy consumption b) Plan for renewable energy or energy efficiency	Less than significant. New development anticipated with buildout of the Project would be the primary contributor to increased energy use within the Planning Area. New development could place increased demand on regional energy generation, transmission, and distribution facilities. Development has the potential to require the construction of new energy generation facilities. As no energy generation facilities are proposed as part of the General Plan, the environmental impacts of such facilities will be evaluated on a project-by-project basis. The General Plan includes policies that are intended to reduce energy consumption and increase the use of renewable energy. These include policies to increase the use of solar and wind generation and increase the use of waste conversion to energy facilities. The General Plan also includes policies to increase energy efficiency higher than Title 24 requirements and to encourage green building design, and encourage land uses and projects that reduce VMT. With implementation of these policies, impacts would be less than significant.	A primary objective of the CAAP is to reduce GHG emissions to 40 percent below 1990 levels by 2030. Some of the key strategies in the CAAP to reduce GHG emissions include procuring zero carbon electricity, increasing solar energy generation, developing microgrids and energy storage, improving the energy efficiency of buildings, supporting the expansion of ZEV infrastructure, transitioning city fleets to greener alternatives, and supporting transit in order to reduce VMT. Together these strategies will result in significant long-term reductions in energy consumption and will reduce the City's reliance on fossil fuels. While the construction of projects to implement these strategies may require short-term increases in energy consumption, that increase will be outweighed by the long-term reductions in operational energy consumption. Additionally, by reducing the City's reliance on grid-supplied energy, increasing local renewable energy production, and increasing the energy efficiency of buildings within the City, the CAAP would support state, regional, and local plans for renewable energy and energy efficiency. The CAAP would have beneficial

		impacts with regard to these criteria and would have no adverse impact on either energy consumption or any plan for renewable energy or energy efficiency.
Geology and Soils		
a) Exposure to potential substantial adverse effects from rupture of a known earthquake fault, seismic groundshaking, seismic ground failure, or landslides	Less than significant. Most of the Planning Area is susceptible to earthquake related risks as well as liquefaction due to underlying alluvial deposits and high groundwater levels. The General Plan includes a number of policies and implementation measures would minimize the impact of these geologic hazards. The policies include the preparation of soil, geologic, or structural evaluation reports, requiring that new construction adhere to the Uniform Building Code, and that the City avoid development in areas of the City with known geologic hazards. With the implementation of these policies, impacts would be less than significant	Implementation of the CAAP could result in the development of structures such as EV charging stations and bike paths that do not expose people to potential seismic hazards. Other potential projects, such as resilience hubs, and retrofits of existing buildings with more efficient energy and water systems, would involve construction that would have to be done in compliance with the City's building code and requirements regarding soil, geologic, or structural evaluation. Additionally, any projects implementing the CAAP would be required to comply with the policies identified in the General Plan to reduce exposure to seismic risks as well as state law intended to reduce exposure to seismic risks, including the Uniform Building Code. They would not result in impacts that are more severe than those identified in the PEIR. Therefore, similar to the PEIR, impacts would be less than significant.
b) Substantial soil erosion	Evaluated under Agriculture and Soil Resources	Evaluated under Agriculture and Soil Resources
c) Geologic unit or soil that is unstable	Less than Significant. The Planning Area is not located within or bisected by a delineated Alquist-Priolo Earthquake Fault Zone; however, seismic-related hazards exist because of the proximity to active faults. Other geologic characteristics found in the Planning Area increase the likelihood for subsidence, liquefaction, and lateral spreading. The Planning Area is primarily level and has not been identified as being within a zone requiring investigation for earthquake-induced landslide Portions of the Planning Area near Hueneme Road and Rice Avenue are subject to subsidence and seismic ground shaking which can induce further subsidence. The General Plan includes a number of policies which address the issue of subsidence. Additionally, policies in the General Plan require soil, geologic, or structural evaluation reports to be prepared as part of the approval process of new structures and the General Plan includes policy to avoid new construction in areas with known geologic hazards. With the incorporation of these measures, impacts would be less than significant.	Implementation of the CAAP could result in the development of some structures such as EV charging stations, resilience hubs, or the retrofitting of existing buildings with more efficient energy and water systems. Such projects would be required to comply with the policies identified in the General Plan to reduce exposure to seismic risks as well as state law intended to reduce exposure to seismic risks. Compliance with these regulations and policies would ensure that any structures are located outside of areas with known geologic hazards and that they are constructed using methods to reduce the impacts of unstable geology. Construction of these projects would not result in impacts that are more severe than those identified in the PEIR. Therefore, similar to the PEIR, impacts would be less than significant.
d) Expansive soil	Less than Significant. Expansive soils are found throughout Ventura County but are concentrated in a few places including portions of the Ojai valley, the Camarillo Hills, and areas around the City of Moorpark. Potential impacts associated with expansive soils are considered to be minimal as soils and engineering reports which consider expansive soils are required as part of the development approval process. These reports identify whether expansive soils are present and whether engineering solutions are possible to minimize damage from expansive soils. Additionally, the General Plan includes additional policies developed to reduce the risk of impacts from geologic hazards and soil hazards. Therefore, with implementation of these measures, impacts would be less than significant.	Implementation of the CAAP has the potential to result in projects that could be located in areas with expansive soils. While the CAAP would not result in large developments, small projects such as resilience hubs could be located on expansive soils. An evaluation of expansive soils would be required through the development approval process which would reduce the potential for projects implementing the CAAP to be impacted by expansive soils. Additionally, projects implementing the CAAP would be required to comply with policies in the General Plan intended to reduce impacts of geologic hazards. Construction of these projects would not result in impacts that are more severe than those identified in the PEIR. Therefore, similar to the PEIR, impacts of the CAAP would be less than significant.
e) Soils incapable of supporting septic tanks or alternative waste water disposal systems	Not evaluated in the PEIR.	Implementation of the CAAP is not expected to result in projects that require septic tanks or alternative waste water disposal systems. In the event that wastewater services are required for a project implementing the CAAP (such as a new resilience hub), sewer services would be provided by the City of Oxnard.

		No new impacts associated with this criterion are identified with implementation of the CAAP.
f) Destroy a unique paleontological resource or geological feature	Less than Significant, with mitigation. Policies within General Plan establish protocols to address archaeological resources including preproject activities and resource discovery measures, as well as policies that require development applicants to conduct records searches, and that require compliance with CEQA guidelines if human remains of possible Native American origin are discovered during project construction. In addition, the PEIR includes a mitigation measure that requires that grading and construction work on the project site be suspended until the significance of the features can be determined by a qualified archaeologist/paleontologist in the event that archaeological/paleontological resources are discovered during site excavation. With implementation of this mitigation measure, impacts would be less than significant.	Any project resulting from Implementation of the CAAP would have to follow the same General Plan policies and mitigations, and would not result in impacts that are more severe than those identified in the PEIR.

Greenhouse Gas Emissions (Air Quality and Climate Change in PEIR)

a) GHG emissions b) Plan to reduce GHG emissions	Significant and Unavoidable. Buildout of the General Plan would result in population growth and would result in both stationary and mobile sources of GHG emissions as a result. Construction of projects would result in short-term emissions of CO₂ from construction equipment during grading and excavation and other building activities. Actual significance of construction emissions would be determined on a project level basis. Operational impacts would result from local and regional vehicle emissions generated from future population growth associated with buildout of the proposed Project. Direct emissions from project vehicle traffic could result in an additional 10,736 metric tons of CO₂ per year. This estimate does not include indirect emissions from electricity usage. The Project could conflict with state AB 32 goals to reduce greenhouse gas emissions. In order to reduce impacts to the greatest extent feasible, the following new policies and implementation measures are proposed. - Policy SC-1.4: Support Climate Action Team Emission Reduction Strategies. The City will continue to monitor the activities of the Climate Action Team (CAT) as they continue to develop a recommended list of emission reduction strategies. As appropriate, the City will evaluate each new project under the updated General Plan to determine its consistency with the CAT emission reduction strategies. - Policy SC-1.5: Support Offsite Measures to Reduce Greenhouse Gas Emissions. The City will support and encourage the use of off-site measures or the purchase of carbon offsets to reduce greenhouse gas emissions. - Implementation Measure 55.0: The City shall develop and maintain a Climate Change Action and Adaptation Plan (CCAAP). The CCAAP shall include the following elements: an emissions inventory, emission reduction targets, applicable greenhouse gas control measures, and monitoring and report plan. However, even with implementation of these policies, impacts would be significant and unavoidable.	As described in the Project Description, above, the CAAP is intended to implement General Plan Policy SC-1.3 to develop a Climate Action and Adaptation Plan that supports the region's Sustainable Communities Strategy. The CAAP establishes a target to reduce GHG emissions in the City to 40 percent below 1990 levels by 2030. This target is consistent with the statewide GHG target mandated by SB 32. The CAAP includes strategies and actions to reduce emissions and demonstrates how the City will achieve the 2030 target. The CAAP is also closely aligned with the Regional Transportation Plan and Sustainable Communities Strategy for Southern California, the Oxnard General Plan, the Oxnard Energy Action Plan, the Bicycle and Pedestrian Facilities Master Plan and other regional and local plans to reduce GHG emissions. The CAAP will reduce GHG emissions within the City of Oxnard and it is consistent with state and regional plans to reduce GHG emissions. While a minor amount of temporary emissions may result from construction of some CAAP projects, implementation of the CAAP will result in long term cumulative reductions in GHG emissions in the City of Oxnard. The CAAP would have beneficial impacts with regard to GHG emissions and thus would have no adverse impact.
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Hazards and Hazardous Materials		
a) Routine transport, use, disposal, or b) release of hazardous materials	Less than significant. Hazardous materials are regularly used, transported, and disposed of in the City of Oxnard. The development of additional residential, commercial, and industrial uses would increase the amount of hazardous materials transported, used, or disposed of in the City. The General Plan includes many policies and implementation measures developed to reduce exposure to hazardous materials. Policies include requirements to prevent hazardous materials accidents, the designation of truck routes for hazardous materials, requirements for proper handling, and disposal or recycling of hazardous materials, land use considerations and land use compatibility and reporting requirements. Therefore, with the implementation of these policies and measures, impacts are considered less than significant.	Implementation of the CAAP could involve the construction of EV charging or hydrogen fueling infrastructure, the installation of PV panels, and other projects that could involve the use and transport of hazardous materials during Project construction. Projects implementing the CAAP would be required to comply with state requirements that regulate the use and transport of hazardous materials as well as the policies and implementation measures established in the General Plan. The implementation of these policies and measures would ensure that CAAP implementation would not result in impacts that are more severe than those identified in the PEIR.
c) Hazardous materials within 0.25 mile of a school	Less than significant. Buildout of the General Plan would result in population growth and could necessitate the construction of new schools. The location of new schools would be evaluated based on their proximity and potential exposure to hazardous materials and would be required to comply with state requirements regarding the siting of schools near areas with potential exposure to hazardous materials and natural hazards. Additionally, policies included as part of the General Plan would minimize impacts including policies that require that hazardous land uses and industrial land uses be located away from sensitive land uses. With the implementation of these policies impacts would be less than significant.	Implementation of the CAAP would not result projects that would routinely emit hazardous emissions or handle hazardous materials. The development of energy or transportation infrastructure could require the use of hazardous materials during construction. However, these projects would be required to comply with General Plan policies regarding the use of hazardous materials near sensitive uses and the separation of incompatible land uses such as industrial land uses and sensitive receptors. Compliance with these policies as well as state regulations would ensure that CAAP implementation would not result in impacts that are more severe than those identified in the PEIR.
d) Locate development on a hazardous waste site	Less than significant. The Planning Area contains numerous hazardous sites including LUST sites, ASTs, and solid waste collection sites. Most of these sites are undergoing cleanup while others are being assessed for cleanup. It is possible that additional uncatalogued hazardous waste sites exist such as dry cleaners, gas stations, and railroad rights-of-way. The General Plan includes several policies and implementation measures that have been developed to address hazardous materials sites including creating an inventory of hazardous waste sites, regulating the use and generation of hazardous waste sites, and required compliance with federal, state, and local regulations regarding hazardous materials. Implementation of these measures would ensure that impacts are less than significant.	Projects implementing the CAAP would be required to comply with policies in the General Plan intended to protect the public from hazardous waste, ensure compatibility of land use, and prevent hazardous waste accidents as well as federal, state, and local regulations that govern the use of hazardous materials and siting of sensitive land uses near hazardous waste sites. Compliance with these policies and regulations would ensure CAAP implementation would not result in impacts that are more severe than those identified in the PEIR.
e) Hazards related to a public airport or private airstrip	Not included in the PEIR.	The implementation of the CAAP would not result in new or relocated residential land uses, other types of noise-sensitive receptors, or new places of permanent employment where residents or workers could be exposed to a safety hazard or excessive noise. Therefore, the CAAP would not expose residents or workers to a safety hazard or excessive noise levels. No impact would occur.
f) Interfere with an adopted emergency response plan	Less than Significant. Buildout of the Project would result in an increase in traffic that could interfere with response times at intersections with less than LOS C service. These impacted intersections are a part of the Intelligent Transportation System (ITS) and their signals controlled by the City Traffic Engineer who will have the ability to set signals for emergency vehicle routing. Additionally, the General Plan includes a number of policies that require the adequate provisions of emergency services and routes and policies regarding	In order to achieve GHG reduction goals and reduce VMT, the CAAP includes strategies to increase bike lanes and improve access to local transit services. Additionally, the CAAP includes community preparedness strategies (see Table 5) to improve emergency communications as well as emergency response and evacuation procedures. By encouraging the use of transit, improving access to transit, and improving emergency evacuation communications and procedures, implementation of the CAAP would result in beneficial impacts to emergency

	emergency coordination between agencies and emergency response providers and policies to improve traffic circulation and impacts to City roadways.	plans.
g) Expose people or structures to a significant risk of loss, injury or death involving wildland fires?	Evaluated in Wildfires	Evaluated in Wildfires
Hydrology and Water Quality		
a) Water quality standards or waste discharge requirements b) Decrease groundwater supplies or interfere with groundwater recharge to impede sustainable groundwater management e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	Less than Significant. The City has a comprehensive Water Management Program that outlines the City plans to provide adequate water supply to meet forecasted demands while protecting the health of the groundwater aquifer. The City is also working with groundwater managers on groundwater management programs (including groundwater recharge through the Freeman Diversion project and the Las Posas Aquifer Storage Project) and the City's planned water recycling effort through it's GREAT and Augmented M&I Supplemental Water Programs will help to ensure that the City will be able to meet long term water demands and ensure sufficient groundwater recharge. The General Plan includes policies that address water supply and groundwater issues such as encouraging the City to continue water conservation and a policy that calls for adherence to the Ventura County Regional Water Quality Planning Program's recommendations regarding groundwater quality and extractions. Additionally, the City in 2009 implemented a policy that requires CEQA discretionary projects to be water neutral to the City's water system. Therefore, with the implementation of these policies, impacts would be less than significant. Buildout of the General Plan could impact the quality of runoff and pollutant loadings to receiving waters. The City must comply with provisions of the Clean Water Act including federal water quality, waste discharge, and total maximum daily load standards. Policies in the General Plan would reduce impacts such as policies to ensure sufficient stormwater drainage capacity, as well as continued compliance with state and federal standards. With implementation of these policies, impacts would be less than significant	The CAAP would not result in an increase in water demand and would not increase pressure on groundwater resources. The CAAP includes strategies to reduce water consumption through water conservation and increases in water recycling which may reduce local pressure on groundwater resources. Projects implementing the CAAP are not expected to result in direct pollutant releases. While construction of projects would be necessary and could result in minor releases of pollutants from construction, the impact is expected to be minor. Projects implementing the CAAP would be required to comply with state and local requirements regarding water quality and waste discharge. Additionally, the CAAP includes strategies to reduce urban runoff and increase stormwater drainage capacity, as well as other strategies to reduce urban flooding (See Table 5). With respect to these criteria, no new impacts are identified in association with CAAP implementation. Impacts would remain less than significant.
c) Alter drainage pattern such that substantial erosion or siltation occurs; flooding on- or off site occurs; or additional sources of polluted runoff occur; Alter drainage such that it impedes or redirects flood flows	Less than significant. Development of the Project would involve construction and grading activities that could result in altered drainage patterns and, as a result, an increase in erosion and downstream sedimentation of Planning Area drainages and waterways. Sediment and other associated pollutants entering receiving waters would result in adverse changes to water quality. The General Plan includes policies that would reduce impacts such as policies to expand stormwater drainage infrastructure, require continued compliance with federal water protection standards, and a number of measures to reduce sedimentation and erosion. With implementation of these policies, impacts would be less than significant.	Implementation of the CAAP could result in construction for EV charging stations, bike paths, solar PV systems and other similar infrastructure. Construction is anticipated to be temporary and minor and would not be expected to significantly alter drainage patterns onsite or increase erosion. Nonetheless, projects implementing the CAAP would be required to comply with policies in the General Plan intended to reduce erosion, sedimentation and alteration to drainage patterns, and would not result in impacts that are more severe than those identified in the PEIR.
d) Located in flood hazard, tsunami, or seiche zones, increasing risk release of pollutants due to project	Less than significant. Some areas within the Planning Area are designated 100-year flood plains including areas along the Santa Clara River and areas along the coastline. Development resulting from buildout of the Project could expose housing and other developments to flooding hazards. Additionally,	The CAAP does not propose new housing or structures that would expose inhabitants to flooding. Additionally, projects implementing the CAAP would be required to comply with policies set forth in the General Plan to reduce the impacts of flood hazards. The CAAP includes strategies for increasing the City's

inundation	structures placed within floodplains also have the potential to alter the historic cause of flood waters that could exacerbate flooding hazards downstream. The General Plan includes policies which require the City to avoid development in areas with known flood hazards. Other policies include requiring participation in the National Flood Insurance Program. The General Plan also includes policies to improve emergency planning and emergency response services with regard to flood risk as well as policies to ensure development is protected from flooding impacts and to ensure that natural drainages are not impacted by development. Therefore, with implementation of these policies, impacts would be less than significant. There are a number of dams located near the Planning Area that, could inundate the Planning Area if the dam were to fail. State and federal requirements regarding dam safety and dam inspection reduce the potential for flooding from dam failure, impacts are considered less than significant.	resilience to flood hazards (See Table 5). These strategies include developing a flood impacts monitoring program, prioritizing low-impact development stormwater practices in new development projects, implementing green infrastructure projects, and updating portions of the stormwater drainage system that are outdated or not functioning properly. Therefore, the CAAP includes strategies that would improve conditions with regard to flooding. CAAP implementation would not result in impacts that are more severe than those identified in the PEIR.
Land Use and Planning		
a) Divide an established community	Less than significant. Development permitted by the General Plan includes a number of roadway improvements that extend roadways throughout the Planning Area. The expansion of roadways has the potential to divide a community. However, growth generated by the General Plan is intended to occur in a manner that preserves community character and connections within communities. Overall, new development is intended to represent a continuation of the existing urban area of the City. Additionally, the General Plan includes policies that would reduce the potential for development to divide communities including policies that address connectivity issues and establish the groundwork for cooperative transportation planning. Therefore, with the implementation of these policies, impacts would be less than significant.	The CAAP includes strategies to encourage the improvement of bike lanes and transit infrastructure as well as the creation of parks and greenspace all of which have the potential to have beneficial impacts with regard to this criterion. While the CAAP may result in the construction of some infrastructure projects and improvements, these projects would be required to be consistent with policies in the General Plan which encourage development patterns that create compatible land uses and avoid disruptions to communities. CAAP implementation would not result in impacts that are more severe than those identified in the PEIR.
b) Consistency with applicable land use plan, policy or regulation	Less than significant with Mitigation. There are no Habitat Conservation Plans or Natural Community Conservation Plans in the Planning Area. The General Plan was determined to be consistent with the Local Coastal Plan. In order to maintain consistency with the Ventura County Airport Land Use Compatibility Plan the General Plan included a required policy to remove the designation of an area within the Airport's Traffic Pattern Zone as a school designation. With the adoption of this policy, impacts are less than significant.	As described in the Project Description above, the CAAP is consistent with the Oxnard General Plan and implements a policy from the General Plan. Additionally, the CAAP is consistent with the Local Coastal Plan Update. The CAAP would not conflict with any local plan or policy, and its implementation would not result in impacts that are more severe than those identified in the PEIR.
Mineral Resources		
a) Known mineral resource or b) locally important mineral resource recovery site	Less than significant. Large portions of the Planning Area are designated as containing significant mineral resources; however, development has already occurred within these areas and the General Plan does not propose to place new development in areas designated as potentially containing mineral deposits. The General Plan includes policies designed to minimize the location of incompatible land uses and to regulated resource extraction activities. Therefore, impacts would be less than significant with the implementation of these policies	Most CAAP actions would not involve ground work or soil disturbance and; therefore, would not have the potential to disturb mineral resources. Projects implementing the CAAP that could disturb mineral resources due to groundwork or excavation would be located in areas of the City that are already urbanized and developed. As such, the implementation of projects that could involve groundwork would not result in the loss of mineral resource sites. No new impacts are identified in association with CAAP implementation.
Noise and Vibration		
a) Exposure to noise levels in	Significant and unavoidable. Build out of the General Plan would result in	Implementation of the CAAP could result in projects that require construction;

excess of standards	construction related noise that has the potential to result in an exceedance of "normally acceptable" noise ranges for a given land use. Build out of the proposed Project would also result in additional noise from traffic. Noise modeling shows that several roadway segments in the Planning Area would experience a significant increase in traffic noise. While policies included in the General Plan may reduce this impact, impacts would still be significant and unavoidable.	however, these projects would be relatively small and would not create a significant amount of construction noise. Additionally, the CAAP is expected to reduce total vehicle miles traveled (VMT) in the City, and reduce traffic noise as well, as fossil fueled vehicles are replaced with quieter electric vehicles over time. The projects that would be constructed as a result of implementation of the CAAP are not expected to result in significant amounts of operational noise. CAAP implementation would not result in impacts that are more severe than those identified in the PEIR.
b) Groundborne vibration	Significant and Unavoidable. Buildout of the General Plan could place new residential or employment densities near sources of vibration such as industrial land uses, airports, railroads etc which could result in a significant impact. While the General Plan includes policies to address groundbourne vibration, even with adoption of implementation measures, impacts would be significant and unavoidable.	The CAAP does not change the land use designations in the General Plan. Therefore, implementation of the CAAP would not result in impacts that are more severe than those identified in the PEIR.
Population and Housing		
a) Induce unplanned population growth b) Displace existing people or housing	Not evaluated in the PEIR.	The CAAP would not propose the construction of new housing nor would implementation of the CAAP displace existing housing or people. The CAAP would be consistent with the City's adopted 2021–2029 Oxnard Housing Element and would help in its implementation. Impacts would be less than significant.
Public Services		
a) Need for new public services or associated impacts related to fire protection, police protection, schools, parks, other public facilities	Less than Significant. Buildout of the General Plan will result in population growth and will increase demand for fire protection, police protection, schools, parks, and libraries. However, the cost for the expansion of each of these services would be covered by the increase in revenue from development and from developer fees resulting from buildout of the General Plan. The General Plan includes standards for the provision of public services and future projects for the expansion of public services will be reviewed on an individual basis. Impacts are considered less than significant.	The CAAP would not induce population growth and, as a result, would not increase demands for new or altered governmental facilities or additional public services. The CAAP includes strategies intended to improve the resilience of emergency response and preparedness infrastructure in the City, and to protect existing open space and green spaces (see Table 5), both of which would result in beneficial impacts with regard to this criterion. Implementation of the CAAP would not result in impacts that are more severe than those identified in the PEIR.
Recreation		
a) Deterioration of parks or other recreational facilities which would increase the need for or use of parks and recreational facilities	Less than Significant. Implementation of the General Plan would increase demands on parks services in the City. New parks will be required for future growth which will be reviewed on an individual basis by the City. The General Plan includes policies that address standards for community park and recreation standards, identify additional parklands, and require the City to ensure that recreation facilities are sited to minimize negative impacts. With the implementation of these policies impacts would be less than significant.	The CAAP would not increase population growth and, as a result, would not increase demands on public parks. The CAAP includes strategies to protect existing open space and green spaces which would have beneficial impacts with regard to this criterion. Implementation of the CAAP would not result in impacts that are more severe than those identified in the PEIR.
Transportation		
a) Conflict with a program, plan, ordinance or policy addressing the circulation	Less than Significant. The General Plan includes policies to promote increased transit services throughout the City which is intended to accommodate future transit demand and generate new transit riders through enhanced and improved	The CAAP includes strategies to improve transit effectiveness and accessibility (Strategy T4) and to expand infrastructure for pedestrians and bikes (Strategy T3). Therefore, implementation of the CAAP would result in beneficial impacts

system, including transit, roadway, bicycle and pedestrian facilities	service. The Circulation Diagram, prepared as part of the General Plan also includes a substantial increase in bicycle facilities throughout the City. Therefore, the General Plan would result in less than significant effects.	with respect to this criterion and would have no adverse impacts.
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3 (vehicle miles traveled)	Not evaluated in the PEIR	The CAAP includes strategies to reduce VMT as a method for reducing GHG emissions. This includes strategies to expand infrastructure for pedestrians, bikes, and micro-mobility solutions (T3), increase transit effectiveness (T4), and expand car and bike sharing (T5). Therefore, the CAAP would have a beneficial impact with regard to this criterion and would have no adverse impact.
c) Hazards due to a design feature or incompatible uses	Not evaluated in the PEIR	Projects implementing the CAAP would not alter existing land uses in the City and would not result in an incompatible use. No new impacts are identified in association with CAAP implementation.
d) Inadequate emergency access	Not evaluated in the PEIR	As discussed in the Hazards and Hazardous Materials section, the CAAP includes strategies to improve emergency warning systems, response planning, and evacuation routes to ensure that systems are resilient to climate change impacts (see Table 5) which have the potential to improve emergency access. Additionally, projects implementing the CAAP would be required to comply with policies included in the General Plan that require that projects avoid impacts to emergency access. Therefore, the CAAP would have a beneficial impact with regard to this criterion and would have no adverse impact.

Tribal Cultural Resources

a) Tribal cultural resource as recognized by State of California or lead agency	Not evaluated in the PEIR	AB 52 (2015) requires CEQA lead agencies to analyze the impacts of projects on tribal and cultural separately from impacts on archaeological resources (PRC Sections 21074 and 21083.09) because archaeological resources may also have cultural values beyond their ability to yield data important to prehistory or history and may qualify as tribal and cultural resources. The provisions of AB 52 apply to projects for which an NOP notice of preparation or a notice of negative declaration/mitigated negative declaration was filed on or after July 1, 2015. Because the NOP for the PEIR was issued prior to 2015, AB 52 does not apply to the PEIR, and assessment of impacts to tribal and cultural impacts is not required.
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Utilities and Services Systems

a) Require construction or relocation of new infrastructure for water, wastewater, storm water, energy or telecommunications	Regarding these infrastructure items, only water and stormwater were evaluated in the PEIR: Less than significant. Development of the Project could increase peak drainage flow rates, erosion, and downstream sedimentation in and around new development. Such increases would reduce the capacity of drainages and could result in flood flows that exceed existing downstream channel and stormwater system capacities. Additionally, the General Plan includes policies to reduce such impacts such as policies to increase stormwater drainage infrastructure and a requirement that the City maintain a stormwater drainage infrastructure master plan. With implementation of the above policies, impacts to stormwater infrastructure would be less than significant. Less than significant. Development of the Project could increase demand for	Regarding stormwater infrastructure, the CAAP is not expected to result in construction that could result in significant changes to stormwater drainage. Projects implementing the CAAP would be required to comply with federal, state, and local requirements regarding stormwater runoff. Additionally, the CAAP includes strategies to improve stormwater drainage infrastructure by updating aging infrastructure, using low impact development techniques, and encouraging green infrastructure (See Table 5). Therefore, the CAAP would have a beneficial impact with regard to this criterion and would have no adverse impact. The CAAP would not result in an increase in water demand and would not increase the need for water or wastewater infrastructure. The CAAP includes strategies to reduce water consumption through water conservation and increases in water recycling which may reduce local pressure on groundwater
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	water. As noted under Hydrology and Water Quality, the City has a comprehensive Water Management Program and the General Plan includes policies that address water supply and groundwater issues such as encouraging the City to continue water conservation and a policy that calls for adherence to the Ventura County Regional Water Quality Planning Program's recommendations regarding groundwater quality and extractions. Additionally, the City in 2009 implemented a policy that requires CEQA discretionary projects to be water neutral to the City's water system. With implementation of the above policies the impacts would be less than significant.	resources. Therefore, the CAAP would have a beneficial impact with regard to this criterion and would have no adverse impact. Implementation of the CAAP could result in the construction of new energy infrastructure such as EV charging stations, rooftop solar PV systems, and energy storage facilities, but these projects would be relatively small and they would be required to comply with the City's building code and with the policies outlined in the General Plan that reduce environmental impacts and ensure that Infrastructure improvements are consistent with City infrastructure master plans. As such, these projects would not result in impacts that are more severe than those identified in the PEIR.
b) Served by sufficient water supplies	Less than significant. The General Plan PEIR conducted an analysis of projected water demand and water supply and concluded that with implementation of the General Plan, the City will have adequate water supply to meet projected demands under all scenarios through 2030. The General Plan also includes policies intended to address water supply issues including policies to encourage water conservation, require water supply assessments for all projects, and a policy to update water, wastewater, and drainage infrastructure master plans. Therefore, with implementation of the policies mentioned above, impacts would be less than significant.	The CAAP includes strategies to increase the conservation and reuse of water within the City through building upgrades and retrofits, low-water landscaping requirements, and infrastructure improvements to increase the use of recycled water. The CAAP has a goal to reduce community and municipal per capita water use by 10 percent by the year 2030. Therefore, the implementation of the CAAP would result in beneficial impacts to this criterion by reducing City water demand. Impacts would remain less than significant.
c) Wastewater treatment requirements	Less than significant. The Oxnard Wastewater Treatment Plant (OWTP) has a current capacity of 31.7 million gallons per day (mgd) with average daily flows of approximately 24.0 mgd. The City anticipates expansion of the plant to 39.7 mgd by 2020. Thus, it is anticipated that sufficient capacity exists to accommodate wastewater generated by the Project. However, it is anticipated that a variety of wastewater conveyance (including sewer lines and lift stations) would need to be increased in order to accommodate wastewater flows associated with the Project. The General Plan includes policies regarding maintaining wastewater treatment service levels as well as policies to encourage water recycling in industrial developments in order to reduce sewer flows. Additionally, the General Plan includes a policy which requires the City to update its water, wastewater, and drainage infrastructure master plans in order to meet the needs of the City. Therefore, with the implementation of the policies identified above, impacts would be less than significant.	The CAAP would not result in developments that would significantly increase the wastewater treatment demands in the City. No new impacts are identified in association with CAAP implementation.
d) Solid waste and landfill capacity	Less than significant. Project development could increase the amount of solid waste generated in the Planning Area beyond existing or planned capacity or the ability of the City to expand capacity. The General Plan includes policies to address increased waste generation such as a waste reduction policy which calls for the City to continue implementing and participating in source reduction and recycling programs to meet mandated waste reduction levels and a policy which requires developers to employ a variety of practices which reduce waste generation. Therefore, with the implementation of the above policies impact would be less than significant,	The CAAP includes waste reduction and recycling strategies with the goal of achieving a 75% diversion of community solid waste and a 75% diversion of organics from landfills by 2030. Therefore, implementation of the CAAP would result in long-term beneficial impacts with respect to this criterion. Impacts would remain less than significant.
e) Comply with statutes and regulations related to solid waste	Not evaluated in the EIR.	The Project would comply with applicable federal, state, and local statutes and regulations related to solid waste and recycling. As such, the Project would be consistent with the assumptions set forth in the certified PEIR. No new impacts associated with CAAP implementation are anticipated.

Wildfire		
a) Located in a very high fire hazard severity zone	Not evaluated in the Certified PEIR. The Certified PEIR identifies that Oxnard is the largest urban community in the County and has limited exposure to the threat of wildfire hazards.	The Planning Area is urbanized and is in a low-risk area for wildfire hazards. The CAAP would not result in development that would place residents at risk of the spread of wildfire and would not result in development that could increase the risk of the spread of wildfire locally. The CAAP includes strategy L1, which supports transit-oriented and mixed-use development consistent with the 2021–2029 Oxnard Housing Element, and therefore projects facilitated by the CAAP that would include housing would likely be built in urban infill areas and are not likely to exacerbate wildfire risks. The CAAP includes strategies to improve early warning systems and emergency preparedness and evacuation systems in the event of a local wildfire or poor air quality from wildfires (see Table 5). Additionally, the CAAP includes strategies to improve access to air filtration and masks in the event of poor air quality from local or regional wildfires. Therefore, implementation of the CAAP would result in beneficial impacts with respect to this topic. The CAAP would have no adverse impact.

VI. Changed Circumstances

Section 15162 of the CEQA Guidelines states that a Subsequent EIR would be required if substantial changes regarding the circumstances under which the project is undertaken would require major revisions of the certified PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Section 15162 also states that a Subsequent EIR should be prepared if new information of substantial importance which was not known or could not have been known at the time the certified PEIR was adopted indicates that either 1) the Project would have new or substantially more severe significant impacts; or 2) mitigation measures or alternatives previously considered infeasible or that are considerably different would substantially reduce the significant impacts of the project, and the project proponents decline to adopt the new measures.

No substantial changes to the environmental setting of the Planning Area of the General Plan have been identified since the preparation of the certified PEIR. The analysis contained in this Addendum is to evaluate the potential impacts that could occur from the implementation of the Project relative to those impacts that were identified in the prior CEQA documentation for the General Plan.

As described in Section I under the subsection entitled Introduction and Background, a program-level EIR was certified for the buildout within the General Plan Planning Area. Mitigation measures were adopted as new General Plan policies in order to reduce potentially significant impacts in the following areas: cultural resources, land use, and greenhouse gases. The certified PEIR for the Project concluded that with the implementation of additional or modified General Plan policies, impacts would be reduced for all issues to a less than significant level with the exception of air quality, greenhouse gases, transportation, and noise, which while reduced would remain significant and unavoidable. The analysis contained in this Addendum concludes that with the incorporation of applicable new or modified General Plan policies, no potential significant impacts would result from the CAAP; thus, there are no new mitigation measures recommended.

Table 6, *Comparison of the Certified PEIR Relative to the Project*, provides a brief summary of the analysis and the conclusions in the Certified PEIR compared with the potential environmental impacts of the Project. The General Plan PEIR was certified in 2011; however, the analysis in Table 6 is structured using Appendix G from the 2022 CEQA Guidelines, to ensure that all necessary issues are addressed consistent with the current guidelines. In some cases, the revisions to the Guidelines were enough to clarify the potential impact question. In addition, some sections were added to the Guidelines, such as energy (which was evaluated in the certified PEIR) and wildfires. These new Appendix G topics are included in Table 6. With regard to transportation, as of July 1, 2020, LOS-based metrics to evaluate automobile congestion are no longer considered valid methodologies for analyzing traffic impacts under CEQA. Rather, CEQA requires transportation analysis to focus on vehicle miles traveled (VMT). Accordingly, Table 6 examines VMT as a potential impact.

Overall, the changes in circumstances that have occurred since preparation of the certified PEIR would not result in new significant impacts or substantial increases in the severity of previously identified significant impacts. No other additional information of substantial importance was found that would require major revisions to earlier analyses or a Subsequent EIR pursuant to Section 15162 of the CEQA Guidelines.

A. Conclusion Regarding Addendum as an Appropriate Mechanism

Section 15162 of the CEQA Guidelines provides direction on when a Subsequent EIR is necessary. Section 15162(a)(1) and (2) state that a Subsequent EIR would be required if: 1) substantial changes are proposed in the project or 2) substantial changes occur with respect to the circumstances under which the project is undertaken, either of which would require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In addition, Section 15162(a)(3) states that a Subsequent EIR should be prepared if mitigation measures or alternatives previously considered infeasible, or that are considerably different, would substantially reduce the significant impacts of the project, and if the project proponents declined to adopt the new measures.

As described in detail herein, this analysis confirms that no major revisions to the prior CEQA documents completed for the General Plan Planning Area are required as the CAAP would not result in any new significant environmental impacts or substantially more severe significant impacts when compared to the impacts previously disclosed in the certified PEIR.

This Addendum also evaluates whether changes in circumstances surrounding the Project or new information of substantial importance would cause new significant environmental effects or a substantial increase in the severity of such effects beyond what was identified in the earlier CEQA documents. The evaluation of changes in circumstances and new information is focused on whether changes of substantial importance have occurred to environmental conditions on the site and in the area, or to applicable plans, policies or regulations, which result in new significant environmental impacts. No substantial changes to the environmental setting of the Planning Area have been identified since the preparation of the certified PEIR. The built-out nature of the Planning Area remains generally as described in the General Plan PEIR. No other additional information of substantial importance, which would require major revisions to earlier analyses that would warrant preparation of a Subsequent EIR pursuant to Section 15162 of the CEQA Guidelines, has been found.

As shown in this Addendum, the CAAP would not result in new significant impacts or substantially more severe significant project or cumulative impacts for any of the environmental topics addressed by the Certified EIR. Accordingly, a Subsequent EIR would not be required to address these changes to the General Plan pursuant to Section 15162 of the CEQA Guidelines and

pursuant to Sections 15162 and 15164 of the CEQA Guidelines. Therefore, this Addendum is the appropriate document under CEQA for addressing the impacts of the CAAP.

The support for this finding is provided in **Table 6**, *Comparison of the CAAP Relative to the Certified PEIR*. Table 6 covers the issues in Appendix G of the CEQA Guidelines to ensure that a thorough analysis consistent with the Certified PEIR is provided. The Certified PEIR Impacts column in Table 6 summarizes the analysis contained in the Certified PEIR that was prepared for the 2030 General Plan buildout. The CAAP Impacts column contains the analysis of the potential impacts that could occur from the implementation of the CAAP.

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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9

DATE: December 7, 2022

TO: City Council

FROM: Betsy George, Chief Financial Officer, (805) 200-5400, betsy.george@oxnard.org

SUBJECT: Accounting and Financial Reporting Risk Assessment Update.

RECOMMENDATION

That the City Council receive the Risk Assessment Update regarding accounting and financial reporting as part of the Internal Control Integrated Framework pursuant to City of Oxnard Finance Policy (FPOL) 1.05.

(Finance and Governance Committee approved 3-0.)

BACKGROUND

The City's annual audit for Fiscal Year (FY) 2014-15 produced 111 single-audit findings. One finding identified that risk assessments need to be performed. The finding specified two types: (i) risk assessment related to accounting and financial reporting, and (ii) fraud management risk assessment.

In response to the finding, the City engaged Price Paige as Internal Auditors to complete a fraud risk assessment and to monitor operation of controls in high priority areas. These detailed reviews by external consultants were supplemented by the work of new and better trained staff across the City who identified and remediated additional issues that affected operating, reporting, and compliance objectives. In December 2021, the City completed the adoption of eight Internal Control Integrated Framework (ICIF) policies that are aimed at strengthening and improving the organization's overall control and operating environment. Financial Policy (FPOL) 1.05 City Council's Risk Assessment Responsibilities established that the City Council ensures that risk assessments are performed. In September and November 2021, the Finance and Governance Committee received training from the City's Independent Auditor, Eadie + Payne, in internal controls, compliance, and risk management.

DISCUSSION

During 2022, revisions to policies and procedures and training on the revised policies and procedures were conducted in parallel with the implementation of the City's new ERP system and the framework and plan for a targeted risk assessment for FY 22-23 were created. The targeted risk assessment is designed to focus on maintaining existing internal controls, including those controls that were put into place as a result of previous audit findings. The targeted risk assessment focuses on the following areas: Purchasing (including Vendor Master Maintenance and Purchasing Cards), Accounts Receivable / General Billing, General Ledger, Accounts Payable, Capital Assets, and Grants.

The FY 22-23 targeted risk assessment is already underway. Risk and Control Matrices (RCM) and Control Self Assessment Questionnaires have been drafted. The next step is to conduct interviews with departments to gather responses to the questionnaires. Questionnaire responses will factor into risk ratings for each process and will drive control testing. Staff plans to return to the Finance and Governance Committee in the fall of 2023 to report the FY 22-23 targeted risk assessment results.

For FY 23-24 there is a plan to expand the risk assessment process universe to cover all City processes and perform a more comprehensive risk assessment. The comprehensive risk assessment will include process walkthroughs with staff that oversee the processes and updating (or creating, if none exists) process narratives that document the process and the controls embedded into those processes. This project will remain in-house. Staff anticipates reporting on the status of the FY 23-24 comprehensive risk assessment in the fall of 2023 during the City's annual Risk Assessment Update.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact associated with this report.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on October 25, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jennifer Hiraoka, Senior Manager Internal Controls

ATTACHMENTS

1. Accounting and Financial Reporting Risk Assessment Update Presentation

Accounting and Financial Reporting Risk Assessment Update Presentation

Presentation to City Council

December 6, 2022

Presented by: Jennifer Hiraoka , Senior Manager Internal Controls

That the City Council receive the Risk Assessment Update regarding accounting and financial reporting as part of the Internal Control Integrated Framework pursuant to the City of Oxnard Finance Policy (FPOL) 1.05.

OVERVIEW

- In December 2021, the City of Oxnard completed the adoption of 8 Internal Control Integrated Framework (ICIF) policies, which are aimed at strengthening and improving the organization's overall control and operating environment
- Finance Policy (FPOL) 1.05 *City Council's Risk Assessment Responsibilities* established that the City Council ensures that risk assessments are performed

OBJECTIVES

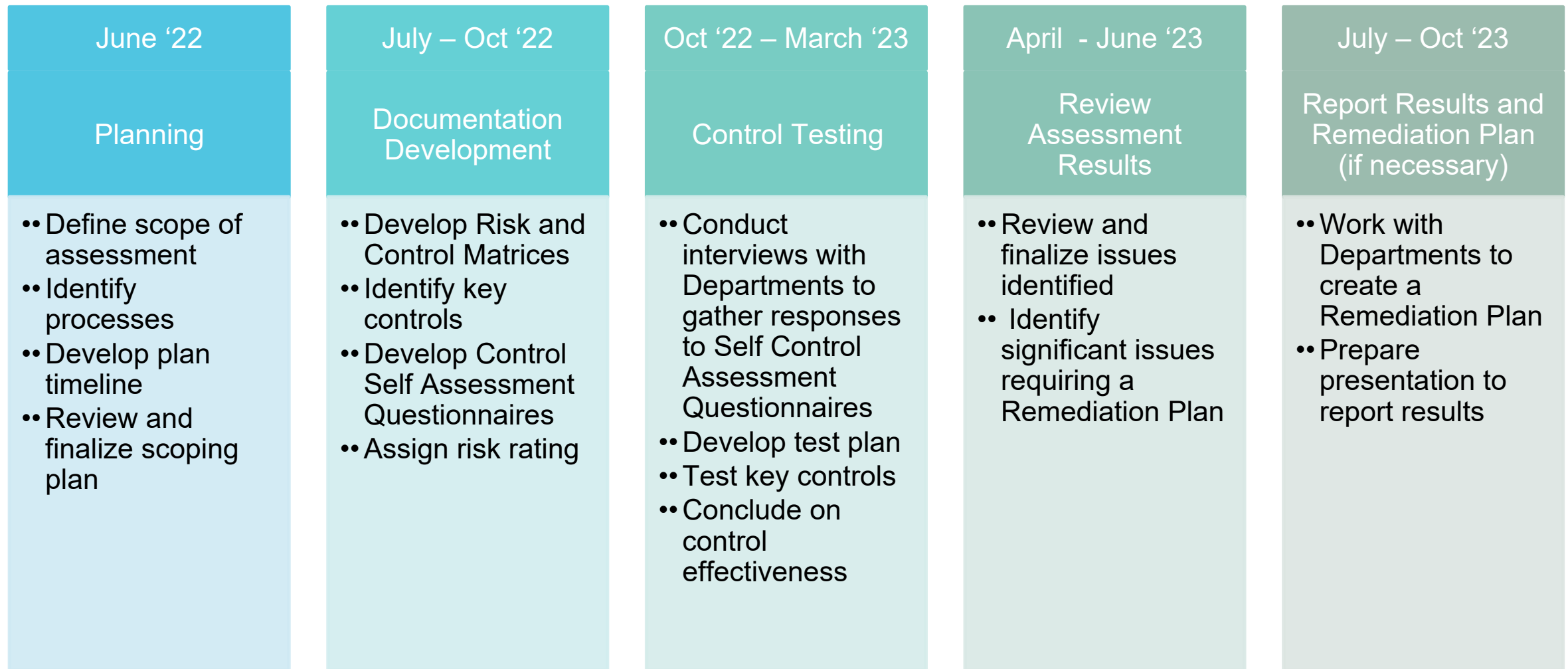
- To communicate details of the City's plan for a targeted risk assessment for FY22-23 and next steps

AGENDA

- Review what a risk assessment is and why it's needed
- Present overall timeline (targeted risk assessment FY 22-23, comprehensive risk assessment FY 23-24)
- Present targeted risk assessment objectives
- Update status of targeted risk assessment and discuss next steps

- A risk assessment identifies and analyzes the risks facing the City as it seeks to achieve its objectives. This assessment provides the basis for prioritizing and developing appropriate internal controls to eliminate or reduce risks.
- Financial Policy (FPOL) 1.05 *City Council's Risk Assessment Responsibilities* established that the City Council ensures that risk assessments are performed.
- The City's annual audit for FY 2014-15 produced an audit finding that risk assessments need to be performed.
 - Fraud Risk Assessment
 - Accounting and Financial Reporting Risk Assessment
- In response to the finding the City engaged consultants to perform the following:
 - Fraud Risk Assessment
 - Detailed reviews of reporting and compliance risks of high priority areas

With the implementation of a new ERP system, it is important to maintain internal controls, especially those put into place as a result of a previous audit finding.



Start full Risk Assessment in May 2023 for FY 23-24 Risk Assessment

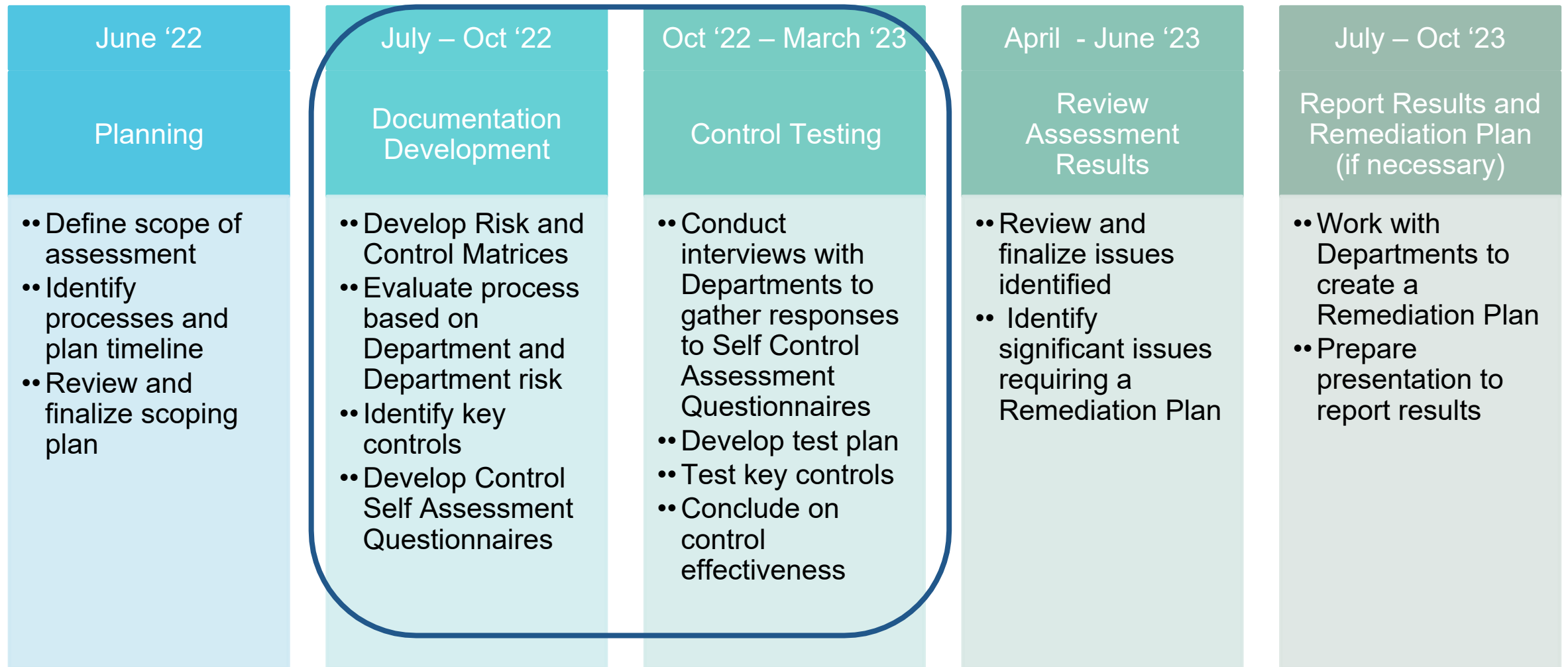
The Comprehensive Risk Assessment Lifecycle FY 23-24 (for FY ended June 30, 2024)

6

May - June '23	June – Oct '23	Oct '23 – March '24	April - June '24	July – Oct '24
Planning	Documentation Development	Control Testing	Review Assessment Results	Report Results and Remediation Plan (if necessary)
• Expand Risk Assessment Process Universe • Develop Risk and Control Matrices for new processes • Review and finalize Risk Assessment Process Universe	• Assign risk rating • Identify processes and plan timeline for Quarterly Risk Assessment Activities • Perform Process Walkthroughs to update/create Process Narratives • Identify key controls • Develop Control Self Assessment Questionnaires	• Conduct interviews with Departments to gather responses to Self Control Assessment Questionnaires • Develop test plan • Test key controls • Conclude on control effectiveness	• Review and finalize issues identified • Identify significant issues requiring a Remediation Plan	• Work with Departments to create a Remediation Plan • Prepare presentation to report results

Start full Risk Assessment in May 2023 for FY 23-24 Risk Assessment

- To establish the foundation for our risk assessment, we reviewed the processes that are impacted by the ERP implementation
 - Purchasing (including Vendor Master Maintenance and Purchasing Cards)
 - Accounts Receivable / General Billing
 - General Ledger
 - Accounts Payable
 - Capital Assets
 - Grants
- To verify that the revised policies, procedures and forms include controls to mitigate the risks inherent in the processes and to assess whether controls identified through prior audit findings are still being performed, we created a Risk and Controls Matrix (RCM)
- Through testing - assess control effectiveness



We will return to you in the Fall of 2023 to report the FY 22-23 targeted risk assessment results.



QUESTIONS?



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. L.1

DATE: December 7, 2022

TO: City Council

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

SUBJECT: General Plan Amendment to the 2030 Safety & Hazards Chapter (Planning & Zoning Permit No. 22-620-01). (30 minutes)

RECOMMENDATION

That the City Council conduct a public hearing and approve a resolution (1) amending the Safety & Hazards Chapter (Chapter 6) and Implementation Chapter (Chapter 9) of the City's 2030 General Plan to make reference to the Local Hazard Mitigation Plan and (2) determining that the amendment is exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3).

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/N7wQYUqXISQ>

BACKGROUND

In May 2021, the County of Ventura and a coalition of Ventura County cities, districts, and agencies ("planning partnership") embarked on a planning process to prepare for and lessen the impacts of specified natural and human-made hazards. The result of this effort was the production of a Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) approved Multi-Jurisdictional Hazard Mitigation Plan ("Plan"). The City is required to prepare and update the Plan every five-years per the Disaster Mitigation Act of 2000 and the Code of Federal Regulations (44 CFR § 201.6). The Plan was approved by the City Council on September 20, 2022 (Resolution No. 15633 - Attachment 1; this is herein referred to as our Local Hazard Mitigation Plan (LHMP)). More information regarding this Plan is accessible via webpage at: <https://www.readyventuracounty.org/county-plans/>.

To prepare the Plan, a planning partnership was formed to pool resources and create a uniform hazard mitigation strategy that can be consistently applied to Ventura County ("planning area") and used to ensure eligibility for specified grant funding sources. The 25 member planning partnership that completed this Plan update process is summarized within the September 20, 2022 City Council staff report as well as the November 3, 2022 Planning Commission staff report (see Attachment 2).

The Plan which was approved by the City Council included hazard mitigation strategies, to address hazards addressed within the City approved Plan. The Plan presents the accumulated information in a unified framework to ensure a comprehensive and coordinated Plan covering all planning partners within the Planning Area. The Plan was prepared in accordance with the Cal OES Local Hazard Mitigation Plan (LHMP) and FEMA preparation guidelines.

DISCUSSION

In order to take advantage of potential FEMA funding, the City's Safety & Hazards Chapter of the General Plan must

make reference to the City’s adopted LHMP. Given that the General Plan is typically a 20-30 year document and the LHMP document is updated every five (5) years, reference to a specific LHMP year is not necessary. Adoption of a resolution amending the Safety & Hazards Chapter will include language specific to adopting the LHMP (see Attachment 3). Examples of the type of FEMA funding enabled due to City adoption of the LHMP and the Safety & Hazards Chapter update include:

- FEMA - Hazard Mitigation Grants including Post Disaster Mitigation Grants
- FEMA - Building Resilient Infrastructure and Communities (BRIC) Grants

Grant funds are made available and can be used to implement the various hazard mitigation measures specified in the LHMP. Page 6-6 of the Safety & Hazards (SH) Chapter of the 2030 General Plan is recommended to be amended by adding the italicized language (SH-4.9). This language has been pre-approved by FEMA and needs to be adopted without any change as follows:

“SH-4.9 Local Hazard Mitigation Plan (LHMP)

Implement mitigation actions identified in the Local Hazard Mitigation Plan (LHMP), which include both short and long-term strategies, involving planning, policy changes, programs, projects, and other activities.

The Local Hazard Mitigation Plan (LHMP) for the County of Ventura/ City of Oxnard planning area was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA’s 2011 Local Hazard Mitigation Plan guidance. The LHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The LHMP is a multijurisdictional plan and is available on the Ready Ventura County Plans webpage at: <https://www.readyventuracounty.org/county-plans/> ”

The amendment to the 2030 General Plan, Implementation Chapter (Chapter 9) page 9-26, would replicate the new policy language (SH-4.9 - See Attachment A, Exhibits A and B). Following the format of Chapter 9, the timeframe for implementation would be “ongoing” and not year specific. The City’s Fire Department (FD) would be the responsible City entity for this action.

Planning Commission Input

On November 3, 2022, the Planning Commission conducted a public hearing and voted 6:0:1 (one Commissioner absent) to adopt a resolution recommending City Council approval of the General Plan Amendment. Commissioner comments were supportive of the General Plan Amendment, and pertained to the Plan and what was covered. No members of the public spoke regarding the item.

Relationship to the City’s Upcoming General Plan and Local Coastal Plan (LCP) Update

The Safety & Hazards Chapter of the General Plan and LCP updates are a multi-year work effort and will look at many community-wide and environmental issues, including environmental justice, sea level rise, and many of the hazards identified within the LHMP as summarized above. The General Plan/LCP updates will balance community needs and approaches with upcoming revisions to the 2027 LHMP (given that the document is updated every five (5) years).

STRATEGIC PRIORITIES

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

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, encourage community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is no fiscal impact associated with the adoption of the resolution for the amendment of the General Plan Safety & Hazard's Element; however, by adopting the LHMP and referencing the plan in our Safety and Hazard's Element, potential FEMA funding becomes accessible to the City.

COMMITTEE OUTCOME

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

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. September 20, 2022- Resolution of Approval No. 15633
2. November 3, 2022- Planning Commission staff report (excluding attachments)
3. Resolution Approving a General Plan Amendment to the City's Safety & Hazards Element of the 2030 General Plan
4. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,633

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE ADOPTION OF THE
VENTURA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

WHEREAS, Ventura County is subject to a variety of natural hazards that increase the risk to life, property, environment, and the County's economy; and

WHEREAS, the City of Oxnard anticipates climate change will exacerbate the severity, frequency, and impacts of natural hazards; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, the City of Oxnard is committed to increasing the adaptive capacity and resiliency of the infrastructure, health, housing, economy, government services, education, environment, and land use systems in the City; and

WHEREAS, The federal Disaster Mitigation Act of 2000 (Public Law 106-390) requires all cities, counties, and special districts to have adopted a Hazard Mitigation Plan to be eligible for funding under multiple Federal Emergency Management Agency (FEMA) pre-and post-disaster grant programs; and

WHEREAS, in accordance with FEMA requirements at 44 C.F.R. §201.6, the County of Ventura formed a partnership with local governments and special districts to prepare the updated Ventura County Multi-Jurisdictional Hazard Mitigation Plan (HMP), which analyzes the risk of natural hazards affecting the County and specifies potential mitigation measures to address or reduce risk; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating, and revising this strategy; and

WHEREAS, the HMP partnership includes:

- County of Ventura
- City of Camarillo
- City of Fillmore
- City of Moorpark
- City of Ojai
- City of Oxnard
- City of Port Hueneme

- City of Santa Paula
- City of Simi Valley
- City of Thousand Oaks
- City of Ventura
- California State University, Channel Islands
- Calleguas Municipal Water District
- Casitas Municipal Water District
- Channel Islands Beach Community Services District
- Conejo Recreation and Park District
- Ojai Valley Sanitary District
- Pleasant Valley Recreation and Park District
- Saticoy Sanitary District
- Triunfo Water and Sanitation District
- United Water Conservation District
- Ventura County Fire Protection District
- Ventura County Office of Education
- Ventura County Public Works Agency-Watershed Protection
- Ventura Regional Sanitation District

WHEREAS, the HMP partnership completed a coordinated, FEMA-prescribed planning process that engaged the public, assessed the risk and vulnerability to the impacts of natural hazards, developed a mitigation strategy consistent with a set of uniform goals and objectives, and created a plan for implementing, evaluating, and revising the strategy over the plan's 5-year cycle; and

WHEREAS, the HMP partnership invited public comment, and conducted steering committee meetings and other public meetings throughout the process to inform the public and obtain countywide input on the HMP and actions in the plan; and

WHEREAS, the HMP is comprised of two volumes: Volume 1 (Area-Wide Information), and Volume 2 (Jurisdictional Annexes); and

WHEREAS, the City of Oxnard has reviewed the HMP and affirms that its actions will reduce the potential for harm to people and property from future hazard occurrences within our community; and

WHEREAS, the HMP has been reviewed by the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA), and has been determined to be eligible for final approval pending its adoption by the Ventura County Board of Supervisors and all of its jurisdictional partners; and

WHEREAS, the City of Oxnard, as a fully participating jurisdiction of the HMP partnership, is an eligible sub-applicant to the State of California under FEMA's hazard mitigation grant program guidance; and

WHEREAS, adoption by the City Council demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in the HMP as funding allows.

NOW, THEREFORE, BE IT RESOLVED that the City of Oxnard hereby adopts the Ventura County Multi-Jurisdictional Hazard Mitigation Plan, consisting of Volume 1 in its entirety; and the following parts of the Volume 2: Jurisdictional Annexes: (1) the Introduction; (2) Section 6 - the City of Oxnard annex; and (3) Appendices A and B.

BE IT FURTHER RESOLVED that the City Council directs City staff to:

1. Use the HMP to guide pre-and post-disaster hazard mitigation efforts;
2. Pursue implementation of the identified mitigation actions subject to the limitations of available funding and staff;
3. Coordinate the strategies in the HMP with other planning programs and mechanisms under its jurisdictional authority;
4. Continue support of ongoing countywide hazard mitigation efforts; and
5. Continue to participate in the regional planning partnership as described by the HMP.

PASSED AND ADOPTED on this 20 day of September, 2022, by the following vote:
AYES: Councilmembers Lopez, MacDonald, Madrigal, Perello, Teran and Zaragoza
NOES: None.
ABSENT: Councilmember Basua
ABSTAIN: None.


John C. Zaragoza, Mayor

ATTEST:


Rose Chaparro, City Clerk

APPROVED AS TO FROM:


Stephen Fischer, City Attorney



**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Kathleen Mallory, Planning and Sustainability Manager
Jasmin Kim, Principal Planner

DATE: November 3, 2022

SUBJECT: Planning & Zoning (PZ) Permit No. 22-620-01, General Plan Amendment to the 2030 Safety & Hazards Element

1) Recommendation: That the Planning Commission:

- a) Receive a presentation on the amendment to the Safety & Hazards Chapter (Chapter 6) and Implementation Chapter (Chapter 9) of the City's 2030 General Plan;
- b) Open the public hearing and receive public testimony; and
- c) Adopt a Resolution 2022-XX recommending City Council approval of an amendment to the City's Safety & Hazards Element (Chapters 6 & 9) of the 2030 General Plan.

2) Project Description and Applicant: The Safety & Hazards Element, which was adopted by the City Council in September 2011, is a State-mandated General Plan Element that is required to be reviewed and updated as necessary to address the risks of natural and human-made hazards like drought, earthquakes, floods, sea level rise, tsunamis, and wildfires. The proposed update to the Safety & Hazards Element incorporates information from the Multi-Jurisdictional Hazard Mitigation Plan, which was approved and adopted by the City Council on September 20, 2022; this is herein referred to as our Local Hazard Mitigation Plan (LHMP). The proposed amendment includes minor technical updates to the Safety & Hazards Element of the 2030 General Plan to address the new statutory requirements in accordance with provisions of California Assembly Bill 2140, California Government Code §65302.6, and the Disaster Mitigation Act of 2000 (DMA 2000). Filed by the City of Oxnard, Community Development Department, Long Range Planning & Sustainability Division, 214 South C Street, Oxnard, CA 93030.

3) Background Information: In May 2021, the County of Ventura and a coalition of Ventura County cities, districts, and agencies ("planning partnership") embarked on a planning process to prepare for and lessen the impacts of specified natural hazards. The result of this effort was the production of a Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) approved Multi-Jurisdictional Hazard Mitigation Plan ("Plan"). The City is required to prepare and update the Plan every five-years per the Disaster Mitigation Act of 2000 and the Code of Federal Regulations (44 CFR § 201.6). The Plan was approved by the City Council on

September 20, 2022 (Resolution No. 15633 - Attachment A). More information regarding this Plan is accessible via webpage at: <https://www.readyventuracounty.org/county-plans/>.

To prepare the Plan, a planning partnership was formed to pool resources and create a uniform hazard mitigation strategy that can be consistently applied to Ventura County (“planning area”) and used to ensure eligibility for specified grant funding sources.

The 25 member planning partnership that completed this Plan update process included:

- Ventura County (Unincorporated Areas)
- City of Camarillo
- City of Fillmore
- City of Moorpark
- City of Ojai
- City of Oxnard
- City of Port Hueneme
- City of Santa Paula
- City of Simi Valley
- City of Thousand Oaks
- City of Ventura
- California State University, Channel Islands
- Calleguas Municipal Water District
- Casitas Municipal Water District
- Channel Islands Beach Community Services District
- Conejo Recreation and Park District
- Ojai Valley Sanitary District
- Pleasant Valley Recreation and Park District
- Saticoy Sanitary District
- Triunfo Water and Sanitation District
- United Water Conservation District
- Ventura County Fire Protection District
- Ventura County Office of Education
- Ventura County Public Works Agency-Watershed Protection
- Ventura Regional Sanitation District

The Plan included hazard mitigation strategies. Mitigation is defined in this context as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Mitigation planning is the systematic process of learning about the hazards that can affect the community, setting clear goals, identifying appropriate actions, and following through with an effective mitigation strategy. Mitigation encourages long-term reduction of hazard vulnerability and can reduce the enormous cost of disasters to property owners and all levels of government. Mitigation can also protect critical community facilities, reduce exposure to liability, and minimize post-disaster community disruption.

The hazard identification and profiling in the Plan addresses the following natural hazards considered to be of significant importance within the Ventura County planning area:

- Dam Failure Inundation
- Drought
- Earthquake
- Flooding (includes Levee Failures)
- Landslide & Mass Movements
- Sea Level Rise/Coastal Erosion (SLR)
- Severe Storms
- Severe Weather Events (Heat/Freeze Events)
- Tsunami
- Wildfire

Ventura County Office of Emergency Services (VCOES) secured funding for developing the Plan and was the lead coordinating agency for this multi-jurisdictional effort. All participating local jurisdictions have been responsible for assisting in the development of the hazard and vulnerability assessments and the mitigation action strategies for their respective jurisdictions and organizations. The Plan presents the accumulated information in a unified framework to ensure a comprehensive and coordinated Plan covering all planning partners within the Planning Area. Each jurisdiction has been responsible for the review and approval of their individual sections of the Plan. The Plan was prepared in accordance with the Cal OES Local Hazard Mitigation Plan and FEMA preparation guidelines.

4) Environmental Determination:

The proposed Safety & Hazards Element amendment is a minor technical update to the City's 2030 General Plan to ensure consistency with all requirements of the State of California Government Code in order to ensure that the City is eligible for various grant funding sources provided by FEMA. This amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that this amendment will have a significant effect on the environment.

5.) Analysis:

In order to take advantage of potential FEMA funding, the City's Safety & Hazards Chapter of the General Plan must make reference to the City's adopted LHMP. Given that the General Plan is typically a 20-30 year document and the LHMP document is updated every five (5) years, reference to a specific LHMP year is not necessary. Adoption of a resolution amending the Safety & Hazards Chapter will include language specific to adopting the LHMP (see Attachment B). Examples of type of FEMA funding enabled due to City adoption of the LHMP and the Safety & Hazards Chapter update include:

- FEMA - Hazard Mitigation Grants including Post Disaster Mitigation Grants
- FEMA - Building Resilient Infrastructure and Communities (BRIC) Grants

Grant funds are made available and can be used to implement the various hazard mitigation measures specified in the LHMP. Page 6-6 of the Safety & Hazards (SH) Chapter of the 2030 General Plan is recommended to be amended by adding the italicized language (SH-4.9). This language has been pre-approved by FEMA and needs to be adopted without any change as follows:

“SH-4.9 Local Hazard Mitigation Plan (LHMP)

Implement mitigation actions identified in the Local Hazard Mitigation Plan (LHMP), which include both short and long-term strategies, involving planning, policy changes, programs, projects, and other activities.

The Local Hazard Mitigation Plan (LHMP) for the County of Ventura/ City of Oxnard planning area was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA’s 2011 Local Hazard Mitigation Plan guidance. The LHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The LHMP is a multijurisdictional plan and is available on the Ready Ventura County Plans webpage at: <https://www.readyventuracounty.org/county-plans/> ”

The amendment to the 2030 General Plan, Implementation Chapter (Chapter 9) page 9-26, would replicate the new policy language (SH-4.9 - See Attachment A, Exhibits A and B). Following the format of Chapter 9, the timeframe for implementation would be “ongoing” and not year specific. The City’s Fire Department (FD) would be the responsible City entity for this action.

Relationship to the City’s Upcoming General Plan and Local Coastal Plan (LCP) Update

The Safety & Hazards Chapter of the General Plan and LCP updates are a multi-year work effort and will look at many community-wide and environmental issues, including environmental justice, sea level rise, and many of the hazards identified within the LHMP as summarized above. The General Plan/LCP updates will balance community needs and approaches with upcoming revisions to the 2027 LHMP (given that the document is updated every five (5) years).

Next Steps

Once the Plan has been approved by Cal OES and FEMA and adopted by all of the jurisdictional partners, the partnership will collectively and individually become eligible to apply for hazard mitigation project funding from the suite of grant programs under FEMA’s Hazard Mitigation Assistance (HMA) program. In order to take advantage of potential funding, specific language in the City’s Safety & Hazards Chapter of the General Plan must be adopted. This is the purpose of

this staff report and requested Commission recommendation.

Attachments:

- A. Resolution of Approval No. 15,633
- B. Resolution Recommending Approval of an Update to the City's Safety & Hazards Element of the 2030 General Plan
 - Exhibit A - Safety & Hazards Chapter of the 2030 General Plan Page 6-6
 - Exhibit B - Implementation Chapter of the 2030 General Plan Page 9-26

RESOLUTION NO. XXXXXXXXX–

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING THE AMENDMENT TO THE 2030 GENERAL PLAN
GOALS AND POLICIES DOCUMENT BY ADOPTING THE AMENDED
2030 SAFETY & HAZARDS ELEMENT. FILED BY CITY OF OXNARD,
COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET,
OXNARD, CA, 93030.

WHEREAS, Government Code Section 65300 requires that each planning agency prepare and each legislative body adopt a comprehensive, long-term General Plan for the physical development of the city and any land outside its boundaries which in the planning agency's judgment bears relation to its planning;

WHEREAS, federal law has identified the need to establish hazard mitigation priorities and an appropriate hazard mitigation plan for technical and financial assistance of disaster relief from the federal government in the Disaster Mitigation Act of 2000 (Public Law 106-390); and

WHEREAS, state law requires the City's General Plan to include a Safety & Hazards Element to address the protection of the community from any unreasonable risks associated with disasters, such as earthquakes, floods, fires, and landslides; and

WHEREAS, Government Code Section 65302.6 allows the City to adopt its Safety & Hazards Element pursuant to subdivision (g) of Government Code Section 65302 a local hazard mitigation plan (LHMP) specified in the Federal Disaster Mitigation Act of 2000; and

WHEREAS, the Hazard Mitigation Planning Division of the California Governor's Office of Emergency Services (Cal OES) supports the development and state approval of Local Hazard Mitigation Plans (LHMP) to identify local risks to hazards, mitigation capabilities, and mitigation strategies; and

WHEREAS, the proposed General Plan Amendment to the 2030 Safety & Hazards Element consists of minor technical updates to the Safety & Hazards Element to ensure consistency with all requirements of the California Government Code; and

WHEREAS, the Amended 2030 Safety & Hazards Element will help the City prepare to address the impacts associated with natural hazards, create a uniform hazard mitigation strategy, lessen the impacts of natural hazards, and encourage the long-term reduction of hazard vulnerability; and

WHEREAS, the Amended 2030 Safety & Hazards Element is necessary to ensure eligibility for various grant funding sources provided by the Federal Emergency Management Agency (FEMA); and

WHEREAS, FEMA's Building Resilient Infrastructure and Communities (BRIC) Grant Program will support local communities that undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards; and

WHEREAS, the Amended 2030 Safety & Hazards Element can help reduce the enormous cost of disasters to property owners and all levels of government; and

WHEREAS, the Amended 2030 Safety & Hazards Element can help protect critical community

facilities, reduce exposure to liability, and minimize post-disaster community disruption; and

WHEREAS, the Amended 2030 Safety & Hazards Element was prepared in accordance with the Cal OES Local Hazard Mitigation Plan and FEMA preparation guidelines; and

WHEREAS, on September 20, 2022, the City Council adopted Resolution No. 15,633, adopting the 2022 update to the Ventura County Multi-Jurisdictional Hazard Mitigation Plan known as the Local Hazard Mitigation Plan (LHMP) with no comments or public concerns; and

WHEREAS, the documents and other material that constitute the record of proceedings upon which the 2030 General Plan is located in the Planning Division, and the custodian of the record is the Planning & Sustainability Manager; and

WHEREAS, the Amended 2030 Safety & Hazards Element is consistent with the City of Oxnard 2030 General Plan and the certified Coastal Land Use Program; and

WHEREAS, the Amended 2030 Safety & Hazards Element meets the requirements of the state law (Government Code Section 65302 *et seq.*) and associated regulations relating to Safety & Hazards Element; and

WHEREAS, the City has met all legal requirements for public outreach and obtaining public input relating to the proposed Amended 2030 Safety & Hazards Element; and

WHEREAS, the Planning Commission held a public meeting on November 3, 2022 to review and provide input on the Amended 2030 Safety & Hazards Element. At the November 3rd meeting, the Planning Commission received a presentation from the City Staff on the Amended 2030 Safety & Hazards Element; received no public comments and provided comments supportive of the Amended 2030 Safety & Hazards Element; and

WHEREAS, the Planning Commission held a public meeting on November 3, 2022, to consider approving a resolution recommending that the City Council of the City of Oxnard approve the Amended 2030 Safety & Hazards Element (see Exhibits A & B) and adopted Resolution No. 2022-39.

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

Section 1. The foregoing recitals are true and correct and are hereby incorporated into the operative provisions of this Resolution.

Section 2. The City Council, pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 *et seq.*, the “CEQA Guidelines”), finds that it can be seen with certainty that there is no possibility that the proposed amendment to the 2030 Safety & Hazard Element would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3)).

Section 3. The City Council adopts the Amended 2030 Safety & Hazards Element in its entirety as Chapters 6 and 9 of the 2030 General Plan (Exhibits B & C) as recommended by the City Staff.

PASSED AND ADOPTED by the City Council on this 7th day of December 2022, by the

following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

John Zaragoza, Mayor

ATTEST: _____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

RECOMMENDED AMENDMENTS TO THE SAFETY & HAZARDS CHAPTER OF THE 2030 GENERAL PLAN (PAGE 6-6)

SH-4.2 *Continued Evaluation of Emergency Response Plans*

Continue to evaluate, develop, and practice emergency response plans in light of changing natural and man made risks and hazards, and in coordination with County, State, and Federal emergency planning.

SH-4.3 *Volunteer Citizen Groups*

Solicit, provide training for, and work with volunteer citizen disaster groups for emergency response assistance.

SH-4.4 *Location of Private Emergency Response Facilities*

Monitor and encourage private sector emergency response facilities such as hospitals, emergency power generators, and cell-phone utilities in areas of low risk.

SH-4.5 *Update Emergency Operation Plan*

Support and periodically update the City's Emergency Operations Plan, to meet current federal, state, and local emergency requirements.

SH-4.6 *Access and Evacuation Corridors*

Ensure that access and evacuation corridors are identified in the event of various types of minor and major emergencies.

SH-4.7 *Infrastructure Homeland Security Programs*

Develop, implement, evaluate, and revise security programs for key infrastructure such as the water and wastewater.

SH-4.8 *Hazard Awareness and Preparedness Education*

Continue to promote natural hazards awareness preparation education and emergency procedures among residents, animal custodians, businesses, schools, and generally within areas identified by specific types of hazards such as the tsunami inundation zone.

SH-4.9 *Local Hazard Mitigation Plan (LHMP)*

Implement mitigation actions identified in the Local Hazard Mitigation Plan (LHMP), which include both short and long-term strategies, involving planning, policy changes, programs, projects, and other activities.

The Local Hazard Mitigation Plan (LHMP) for the County of Ventura/City of Oxnard planning area was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's 2011 Local Hazard Mitigation Plan guidance. The LHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The LHMP is a multijurisdictional plan and is available on the Ready Ventura County Plans webpage at: <https://www.readyventuracounty.org/county-plans/>

EXHIBIT B

RECOMMENDED AMENDMENTS TO THE IMPLEMENTATION CHAPTER OF THE 2030 GENERAL PLAN (PAGE 9-26)

Chapter 6	Safety & Hazards	2010 – 2012	2012 – 2015	2012 – 2030	Ongoing
	Facilities				
SH-4.5	Update Emergency Operation Plan				FD
SH-4.6	Access and Evacuation Corridors				FD
SH-4.7	Infrastructure Homeland Security Programs				FD
SH-4.8	Hazard Awareness and Preparedness Education				FD
<u>SH-4.9</u>	<u>Local Hazard Mitigation Plan (LHMP)</u>				<u>FD</u>
GOAL SH-5	<i>A quiet and safe residential and working environment in terms of exposure to and/or generation of noise.</i>				
SH-5.1	Noise Abatement Programs				DS
SH-5.2	State Noise Insulation Standards				DS
SH-5.3	Sound Attenuation Measures				DS
SH-5.4	Older Neighborhood Noise Mitigation		DS		
SH-5.5	Noise Reduced City Equipment			PW	
SH-5.6	Compatibility with Oxnard Airport	DS			
SH-5.7	Monitor Vehicular Exhaust Noise				PD
GOAL SH-6	<i>Consideration of noise levels and impacts in the land use planning and development process.</i>				
SH-6.1	Construction Noise Control		DS		
SH-6.2	Limiting Construction Activities				DS
SH-6.3	Buffering of Sensitive Receptors				DS
SH-6.4	New Development Noise Compatibility				DS
SH-6.5	Land Use Compatibility with Noise				DS
SH-6.6	Locating Education Institutions to Avoid Noise Disruption				DS
SH-6.7	Peak Noise Evaluation Along Truck Routes				DS
SH-6.8	Noise Contour Maps		DS		
SH-6.9	Minimize Noise Exposure to Sensitive Receptors				DS
SH-6.10	Point Mugu NAS Noise Awareness	DS			
SH-6.11	Exceptions to Noise Standards				DS

Amendment to the Safety & Hazards Element of the City's 2030 General Plan

By: Kathleen Mallory, Planning and Sustainability Manager
Jasmin Kim, Principal Planner
Community Development Department

City Council
December 7, 2022



Background

2

- May 2021 coalition of Ventura County and its cities, districts, and agencies started process to develop a Multi-Jurisdictional Hazard Mitigation Plan (Plan) to address the impacts of specified natural and man made hazards;
- Objective - to prepare a Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) compliant Plan;
- Each jurisdiction responsible for review and approval of their individual sections - known as Local Hazard Mitigation Plan (LHMP); and
- September 20, 2022, the City Council adopted our LHMP; as part of the Plan.

- Safety & Hazards Element (S&HE) is an Element of the City's 2030 General Plan;
- S&HE reference to our LHMP without a specific year means the City will not have to amend the S&HE due to Plan updates, which occurs every five-years to address the risks hazards;
- S&HE amendment will incorporate information from the overall Plan;
- Per the Federal Regulations (44 CFR § 201.6), the City is required to approve the LHMP every five-years; and
- Nov. 3, 2022 Planning Commission recommended approval of the amendment.

Why is Amendment the Necessary?

- To take advantage of FEMA funding, S&HE must make reference to the City's adopted LHMP;
- Examples of possible FEMA funding include:
 - FEMA - Hazard Mitigation Grants including Post Disaster Mitigation Grants
 - FEMA - Building Resilient Infrastructure and Communities (BRIC) Grants.

Page 6-6 of the Safety & Hazards (SH) Chapter of the 2030 General Plan is recommended to be amended by adding the italicized language (SH-4.9).

“SH-4.9 Local Hazard Mitigation Plan (LHMP)

Implement mitigation actions identified in the Local Hazard Mitigation Plan (LHMP), which include both short and long-term strategies, involving planning, policy changes, programs, projects, and other activities.

The Local Hazard Mitigation Plan (LHMP) for the County of Ventura/ City of Oxnard planning area was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA’s 2011 Local Hazard Mitigation Plan guidance. The LHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The LHMP is a multijurisdictional plan and is available on the Ready Ventura County Plans webpage at: <https://www.readyventuracounty.org/county-plans/> ”

Recommendation

That the City Council conduct a public hearing and approve a resolution amending the Safety & Hazards Chapter (Chapter 6) and Implementation Chapter (Chapter 9) of the City’s 2030 General Plan to make reference to the Local Hazard Mitigation Plan.



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.1

DATE: December 7, 2022

TO: City Council

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

SUBJECT: Project Name: Encanto Homes Affordable Housing In-Lieu Fee Request: Planning and Zoning (PZ) Permit No. 22-600-03 (Pre-Application) located at 1101 and 1111 West Second Street & 1101 West First Street. (20 minutes)

RECOMMENDATION

That the City Council allow the payment of the City's Affordable Housing In-Lieu Fee estimated at \$473,000 instead of constructing three low income affordable housing units onsite for an approved 27-unit residential project.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/ENxAOIEy7ok>

BACKGROUND

Encanto Homes is an approved residential project that includes twenty seven (27) single family homes, inclusive of three low income and four moderate income affordable units, located at the northeast corner of Second and K Streets. The project was first submitted to the City on November 25, 2019 with a formal application submitted on November 3, 2020. Prior to that pre-submittal to the City the developer was actively negotiating with the Oxnard Union High School District for the purchase of the subject project site.

On August 26, 2021, the Planning Commission voted 6-0 to support and approve the three entitlement applications including a special use permit, density bonus and tentative map that allowed for a residential project including a twenty-three (23) percent Density Bonus to increase the maximum number of units from twenty-two units (22) to twenty-seven units (27). Of the 27 homes, twenty (20) of the homes would be market rate, seven (7) of the homes were approved to be affordable units as follows: three (3) units for low income households and four (4) units for moderate income households. Subsequent to that approval the developer requested a major modification (PZ No. 21-550-03). The Planning Commission approved that request on December 2, 2021, which modified the previous approvals to adjust the site plan and Tentative Tract Map plotting of five lots. In essence, the modification excluded a 126 square-foot area designated to be transferred to an adjacent property to the north. On January 4, 2022 the City Council adopted a Resolution 15,528 approving Tentative Tract Map No. 6054 (PZ 21-300-04) as modified by PZ No. 21-550-03.

In addition to 27 units, the Project will remove all the existing frontage improvements along all street sides and will be reconstructed per City Standard. Improvements will include new curb, gutter, and a seven foot wide monolithic sidewalk along West Second Street; and parkway/sidewalk combination along West First Street and South K Street.

ANALYSIS

The project has been contemplated and actively in the development phases since 2019. Clearly, during the last three

years, the world has changed drastically, primarily due to the COVID-19 pandemic that led to raising land and construction costs, supply change issues, and now uncertainty in the market with raising interest rates.

According to the developer, these market changes have put the project finances in jeopardy. As approved, the developer is required to provide 3 low income units (per the Inclusionary Ordinance) and 4 moderate income units, for a total of seven affordable units. The cost to construct the low income units is actually more than what the housing units can be sold for. Therefore, the developer is seeking to build seven moderate income units as allowed by the Density Bonus regulations and relief via payment of an in-lieu fee as allowed by the Inclusionary Ordinance from the construction of the three low-income units associated with the Inclusionary Ordinance for the development. In essence, if approved, the developer will provide 7 moderate income units and pay the inclusionary ordinance in-lieu fee for three low income units, for an equivalent value of ten affordable units.

Approved Affordable Housing (via City's Inclusionary Ordinance and Density Bonus)

As approved, the project complies with both the City's Inclusionary Housing and the Density Bonus standards.

The 27 unit project is subject to the City's Inclusionary Ordinance No. 2980 that requires a project with 10 or more residential units to set aside 10 percent of the base density units (22 units) as affordable to low-income households. Based on the aforementioned, the project is required to provide three (3) low-income affordable units onsite.

In addition, the project is approved for a Density Bonus. State Density Bonus law (Government Code § 65915 - § 65918) stipulates that additional dwelling units shall be allowed over the otherwise maximum allowable residential density identified in the General Plan, for projects which provide affordable housing for families defined as very-low-, low-, or moderate-income households.

The approved Density Bonus includes three (3) Concessions and a 23 percent Density Bonus increase above the base density of 22 units to result in a total of 27 units. This requires seven (7) units to be set aside for moderate-income households.

The Developer is allowed to "overlap" the Inclusionary units and the Density Bonus units provided the mix of units reflect the deepest combined affordable requirements. Consequently, the project is conditioned to set aside seven (7) of the homes that will be distributed throughout the project; three (3) of which will be set aside for low-income households with annual incomes at or below 80% Area Median Income (AMI) for Ventura County; and four (4) of the units will be set aside for moderate-income households with annual incomes of up to or below 120% AMI (moderate income).

Affordability Requirement Comparison

	Low-Income	Moderate-Income	In-Lieu Fee
Current Approval	3 - Units	4 - Units	N/A
Requested Change	N/A	7 - Units	\$473,000

Request to Pay Affordable Housing In-Lieu Fee for the Inclusionary Units

The applicant is approved to construct 27 for-sale single-family residential units. Pursuant to Section 10(a) of City Council Ordinance No 2980, a developer may make a written request that instead of providing such affordable housing units within the proposed project or off-site, the developer make an Affordable Housing In-Lieu Fee payment to the City's Affordable Housing In-Lieu Fee Fund. The payment of the in-lieu fee is calculated on the base density of the project; in this case that is twenty-two units. The applicant has submitted a letter stating their justification for requesting the Affordable Housing In-Lieu Fee payment (See Attachment 2).

The City Council adopted Affordable Housing In-Lieu Fees which were phased in over a three-year span starting on July 1, 2020. We are now in year three with a per unit cost of \$36,000 for a for sale single-family home. However, pursuant to Senate Bill (SB) 330, developers can "freeze" development fees and standards that are in place at time a SB330 application is received. In this case the developer submitted a SB330 application on July 16, 2020, thereby freezing the

affordable housing fee to year one rates (\$21,500/unit).

If approved, the developer would pay the Affordable Housing In-Lieu Fee of \$473,000 .

Environmental Review

As required by the California Environmental Quality Act (CEQA), an environmental review was conducted as part of the review of the Encanto Homes project. Pursuant to Section 15378(b)(4) of the CEQA Guidelines, the Pre-Application process concerning the Affordable Housing In-Lieu Fee payment request is not a “project” under CEQA as the lead agency has determined with certainty that the government funding discussion does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

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

The Pre-Application for SB 300 was received by the City on July 16, 2020, which locks the developer into fees and standards in effect at that point in time.

The proposed project will be required to pay the applicable impact fees, including for wastewater, water system, water service and meter, storm drain, traffic (City and County), growth capital, Quimby (park), public art, and General Plan maintenance connection.

If City Council supports the Affordable Housing In-Lieu Fee payment, an Affordable Housing In-Lieu Fee based on the fees currently in place would equal \$473,000 and these funds would be available to the City to utilize and leverage to create additional Affordable Housing units.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Ashley Golden, Assistant City Manager

ATTACHMENTS

1. Attachment 1 - Planning Commission Staff Report
2. Attachment 2 - 22-600-03 - Letter Stating Reasons for Request
3. Presentation

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Juan Martinez, Associate Planner

DATE: December 2, 2021

SUBJECT: **Project Name: Encanto Homes Subdivision - Major Modification;** Planning and Zoning Permit No. 21-550-03 (Major Modification) to Modify PZ 20-500-05 (Special Use Permit for a Development Plan); and PZ 20-300-04 (Tentative Subdivision Map for T6054); and PZ 20-535-03 (Density Bonus); Development Entitlements to Construct a 27 Single Family Housing Development on 4.1 acre (gross) site located at 1101 and 1111 West Second Street (APN: 202-0-233-355) & 1101 West First Street (APN: 202-0-233-345).

1) **Recommendation:** That the Planning Commission (“**Commission**”):

- a) Find the Project to be Exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15332 (In-fill Development Projects) of the CEQA Guidelines; and
- b) Adopt Resolution No. 2021-XX repealing Resolution No. 2021-22 and approving Planning and Zoning Permit No. 21-550-03 (Major Modification to PZ 20-500-05 Special Use Permit for a Development Plan and PZ 20-535-03 Density Bonus), subject to certain findings and conditions; and
- c) Adopt Resolution 2021-XX repealing Resolution No. 2021-23 recommending that City Council approve Planning and Zoning Permit No. 20-300-04 (Tentative Tract Map for Tract No.6054), subject to certain findings and conditions.

2) **Project Description and Applicant:** A request to:

- a) Adjust the site plan and Tentative Tract Map plotting of five lots (Lots 23 through 27) to exclude a 126 square-foot area designated to be transferred to an adjacent property (1101 West First Street) located north of Lot 27 of Tentative Tract No. 6054. The five lots have been reconfigured to accommodate the 126 square-foot area. The Major Modification to the Planning Commission’s recent (August 26, 2021) approval of Planning and Zoning Permit 20-500-05 (Special Use Permit for Planned Development); PZ 20-300-04 (Tentative Subdivision Map for T6054); and PZ 20-535-03 (Density Bonus) would allow for a 27-unit residential project with a reconfigured site and plotting changes to Lots 23 through 27. The Modified Project entitlements include a request to:
 - i) Demolish existing infrastructure consisting of modular classroom buildings and site improvements serving the former Oxnard Union High School’s Adult Education Program; and

- ii) Subdivide the Project 4.10-acre site into 27 lots ranging between 3,891 and 10,584¹ net square feet in size and dedication of approximately 1-acre of land for the benefit of public right-of-way for existing and proposed roadway improvements along all four sides of the proposed development. The net developable area will be 3.13 acres; and
- iii) Allow for the construction of 27 detached single-family dwelling units. The single-story, three bedroom homes will offer a two plan mix with two unit sizes (1,149 & 1,201 square feet) and attached or detached 484 square-foot two-car garages with alley access and associated site improvements; and
- iv) The Project also includes a request for the ministerial approval of a Density Bonus Permit to allow for a 23 percent Density Bonus to increase the maximum number of units from 22-units to 27-units. Of the 27 homes, twenty (20) of the homes will be market rate, seven (7) of the homes will be affordable units as follows: Three (3) units will be set aside for low income households and four (4) units will be set aside for moderate income households. Approval of the following Density Bonus concessions/incentives are requested pursuant to Government Code Section 65915(d) (State's Density Bonus law):
 - (1) reduce the minimum lot area from 6,000 square feet to lots averaging 5,332.6 square feet;
 - (2) reduce the minimum lot dimensions: frontage and width from 50-feet to 32-feet or greater with two flag lots having frontages of 14 and 20 feet and depth from 100 feet to 71 feet²; and
 - (3) reduce the rear yard setback from 25-feet to 5-feet primarily to allow the garages in the rear yard³.

The Project site is located at 1101 & 1111 West Second Street & 1101 West First Street within the Residential Low land use designation, Single Family Residential (R-1) zone, and is in the Fremont South Neighborhood (Attachment A). For purposes of this staff report, the foregoing Project description shall be referred to as the “**Project**”. Filed by Henry Casillas, on behalf of the Oxnard Union High School District, property owner, 451 West Fifth Street, Oxnard, California 93030 (the “**Applicant**”).

Please see the reduced Project plans (Attachment B) for more details.

- 3) **Existing & Surrounding Land Uses:** The project site is a developed through lot that is bounded by streets on four sides: West First Street to the north; South K Street to the west; West Second Street to the south; and a public alley to the east. The site currently contains vacant structures as the Oxnard Adult School education program has moved to the 1800

¹ The August 26, 2021 entitlements authorized lots ranging between 3,838 and 9,946 square feet in size.

² The minimum dimensions in the plans are the same as found in the prior plans. 2 of 27 lots were and are 32 feet wide, 16 of 27 were and are 37 feet wide, and the remainder have larger widths. Two of the properties had and have narrow “flag lot” frontages with the lots widening to 45 or 50 feet.

³ No Changes from the previously approved plans.

Solar Drive. Existing development improvements consist of approximately 25,000 square feet of modular portable classroom buildings in a campus-like configuration that served the former Oxnard Adult School education program. Paved areas include a parking lot of approximately 170 stalls and landscaping, along with related on-site and offsite improvements.

The project site is surrounded by residential uses, other Union High School facilities and the future Campus Park. The following table lists and identifies the General Plan Land Use Designations, Zoning Designations, and existing land uses of the Project site and properties immediately adjacent to the site, which are also illustrated in Attachment A:

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	Single Family (R-1)	Residential Low (RL)	Former Oxnard Union High School District Adult Education
North	Single Family (R-1)	Residential Low (RL)	Single Family Homes
South	Community Reserve (CR)	Park (PRK)	School District/ Future Campus Park
East	Single Family (R-1)	Residential Low (RL)	Single Family Homes
West	Single Family (R-1) General Commercial Planned Development (C-2-PD)	Residential Low (RL) Airport Compatible (AC)	Single Family Homes Oxnard Homeless Solutions Center (former Oxnard National Guard Armory)

4) Background Information:

On November 25, 2019, the Applicant filed (PZ 19-150-06 Pre-Submittal Review) conceptual plans for site design review by the Development Advisory Committee (DAC). At the time, the Applicant was in the process of working with the Oxnard Union High School District (OUHSD) to acquire the property. On December 18, 2019, the DAC met with the Applicant and representatives with the OUHSD and offered site design comments.

On July 16, 2020, the Applicant filed for a Senate Bill (SB) 330 Pre-Application Review with the intent to seek review and approval of the subject development.

On November 3, 2020, within 180 days from when the SB 330 Pre-Application was submitted to the City, the subject entitlement applications were received, and on November 4, 2020, the DAC reviewed the proposed development proposal along with the subject two related entitlements.

On August 26, 2021, The Planning Commission adopted Resolution Nos. 2021-22 approving Planning and Zoning Permit No. 20-500-05 (Special Use Permit for a Development Plan) and 20-535-03 (Density Bonus), subject to certain findings and conditions; and Resolution 2021-23 recommending that City Council approve Planning and Zoning Permit No. 20-300-04 (Tentative Subdivision Map No. 6054), subject to certain findings and conditions.

On September 8, 2021, the City and developer were notified that alterations needed to be made to the Project reviewed by the Planning Commission on August 26, 2021, so the Oxnard Union High School District could honor an agreement to transfer property to an adjacent property at 1101 West First Street to accommodate a driveway / fence encroachment. The developer made modifications to the plans with two goals in mind: 1) accommodate the transfer of land request (subject to a subsequent Lot Line Adjustment) and 2) maintain the intent of the entitled Density Bonus Concessions in the reconfigured site plan without resulting in lots which become smaller or narrower than the project previously reviewed by the Planning Commission. Procedurally, it was determined that the modified project must return to the Planning Commission before the map could be presented to the City Council.

On November 1, 2021, the Applicant filed Planning and Zoning Permit No. 21-550-03 (Major Modification), a request to modify the configuration of five (5) of the 27 lots due to an underlying agreement between the Oxnard Union High School District and the property owners of 1101 West Second Street. The change to the proposed Tentative Tract Map No. 6054 will carve out a 126 square foot (net area) triangular shaped area of Lot 27 and said land will be deeded to the adjacent property (1101 West First Street). A site comparison illustrating the difference between Lots 23-27 between the plans presented to the Planning Commission on August 26 and December 2 has been prepared (Attachment C).

- 5) **Environmental Determination:** In accordance with Section 15332 (Class 32, In-Fill Development Projects) of the State of California Environmental Quality Act (CEQA) Guidelines, projects involving “in-fill development” may be found to be exempt from the requirements of the CEQA. A Class 32 categorical exemption under CEQA Guidelines Section 15332 consists of projects characterized as in-fill development meeting the requirement described below:

The proposed Project meets the requirements of a Class 32 Categorical Exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations for the reasons set forth below; (ii) the proposed Project is within the City limits on a site of no more than five acres; (iii) the Project site has no value as habitat for endangered, rare or threatened species; (iv) approval of the Project will not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) the Project site can be adequately served by all required utilities and public services.

Therefore, staff has determined that there is no substantial evidence that the project may have a significant effect on the environment and recommends that the Planning Commission direct the Planning & Environmental Services Manager to file a Notice of Exemption (Attachment D) with the Ventura County Clerk pursuant to Section 15062 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of the Project.

6) Analysis

- a) **General Discussion:** The Planning Commission found the Project reviewed on August 26 to be consistent with both the 2030 General Plan and the Oxnard City Code (OCC).

Staff worked with the developer to minimize and re-align the lots necessary to equitably re-design those lots around the cul-de-sac that could be affected by the land transfer affecting the northwest corner of Lot 27. Although, the exclusion and reduction of this area only affected Lot 27, some of the lots around the cul-de-sac needed to be reconfigured to preserve the intent of the entitled Density Bonus Concessions in the reconfigured site plan without resulting in lots which become smaller or narrower than the project previously reviewed by the Planning Commission.

As discussed below, the Modified Project has been found to be consistent with both the 2030 General Plan and the OCC.

The Planning Commission is the decision maker for Major Modifications pursuant to OCC §16-561(A). Pursuant to the OCC §15-76, a Development Plan is required for all attached or detached single-family residential development projects for which a Tentative Subdivision Map is required, and, pursuant to the OCC §15-78(B), the Development Plan shall be reviewed by the Planning Commission. The applicant is seeking approval of a Special Use Permit (SUP) for a Development Plan. Pursuant to OCC §16-410F(E) the Planning Commission is the decision maker for Density Bonus permit. Additionally, the Planning Commission is to provide a recommendation of approval or disapproval to the City Council for a Tentative Tract Map pursuant to OCC §15-40.

- b) **General Plan Consistency:** The City's 2030 General Plan land use designation for the subject site is for Residential Low, which allows for up to seven units per acre. The Residential Low designation stipulates that single-family homes should be detached with front, side, and rear setback requirements, and may include patio and zero lot line homes and planned unit developments.

Pursuant to the OCC 16-410B(J), a "Density Bonus" is "a density increase over the otherwise maximum allowable residential density as of the date of application to the city for a qualified housing development." At 22 units, the project has a density of 7 units per acre, but with the Density Bonus, the project will have a density of approximately 8.7 units per acre. Pursuant to the OCC Chapter 16 Division 7A, Density Bonus and Related Incentives and Concessions Program, and the State's Density Bonus law (Government Code § 65915-§ 65918) the Applicant requested approval of three development code Concessions in exchange for constructing seven (7) affordable housing units. Aside from the requested development Concessions, the project complies with the standards of the Single-Family Residential (R-1) zoning district. Approval of this SUP for a Development

Plan and a Density Bonus Application is required to ensure consistency with the General Plan and land use designation.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).
- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-1.5	I	Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single-family units.	The Project is proposed on a former adult school campus that is no longer in use by the Oxnard Union High School. Site improvements and new homes will address an overall housing need within the immediate area.
CD-8.1	I	Continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.	The proposed Project is surrounded by urban development, and existing utilities along Second Street that can adequately serve the proposed Project.
CD-9.1	I	Recognize, preserve, and improve the visual identity and character of existing neighborhoods.	The single-story infill development is located within a predominantly single story community that is designed with alley and street access to driveway and garage parking.
CD-14.1	I	In the evaluation of development proposals, continue to ensure that public and private development Projects comply with City design policies, plans, and guidelines.	The Project includes development and performance conditions recommended by Development Advisory Committee (DAC) to ensure that the Project complies with City permitting expectations and policies.
ISC-1.2	I	Review development proposals for their impacts on infrastructure (e.g., sewer, water, fire stations, libraries, streets) and require appropriate mitigation measures to ensure that proposed developments do not create substantial adverse impacts on existing infrastructure and that the necessary infrastructure will be in place to support the development.	The proposed development and associated improvements would tie into existing infrastructure, which has the capacity to provide service to the proposed residential dwellings. The project includes standards and special development project conditions by City Department representatives.

ER-9.2	I	Enhance neighborhood diversity and reinforce the desirable elements of neighborhood character and quality through incorporation of design guidelines, use of landscape materials, and encouraging new developments to integrate historical and culturally significant elements into proposed Projects.	The 27 single-family home development proposes to maintain existing neighborhood characteristics.
CD-9.2 ICS-8.5	II	“...promote the revitalization of residential... properties that are deteriorated or detract from the visual quality of the City” Consider and require where appropriate and feasible the enhancement of the pedestrian environment as part of private development and public works Projects, especially for public sidewalks.	The existing modular school buildings and infrastructure will be cleared and the residential zoned property will incorporate single family and setbacks that include a streetscape design that will complement the existing community setting.
CD-3.4 CD-14.1 CD-14.2 CD-14.3 ICS-11.10 ER-9.4 ER-10.1	II	Neighborhood Quality of Life Design Review Process Development Advisory Committee Functions Quality of Design Water Supply Findings for Smaller Projects Human Scale Development Promote Use of Native and Water Wise Plants	The DAC review process led to changes in the Project and/or conditions of approval that meet these Level II policies.

c) **Affordable Housing and Density Bonus:**

As conditioned, the project complies with both the City’s Inclusionary Housing and the Density Bonus standards.

The project is subject to the City’s Inclusionary Ordinance No. 2980 that requires a project with 10 or more residential units to set aside 10 percent of the units as affordable to low-income households. This requires three (3) units to be set aside for low-income households.

In addition, the Developer is requesting a Density Bonus. State Density Bonus law (Government Code § 65915 - § 65918) stipulates that additional dwelling units shall be allowed over the otherwise maximum allowable residential density identified in the General Plan, for projects which provide affordable housing for families defined as very-low-, low-, or moderate-income households. The number of additional dwelling units and development Concessions are determined by the base zoning and the total number of units that are deed restricted as very-low-, low-, or moderate-income units. Government Code §65915(f) provides the formula with which to calculate the density bonus.

The Developer is requesting a Density Bonus that includes three (3) Concessions and a 23 percent Density Bonus increase above the base density of 22 units to result in a total of 27 units. This requires seven (7) units to be set aside for moderate-income households.

The Developer is allowed to “overlap” the Inclusionary units and the Density Bonus units provided the mix of units reflect the deepest combined affordable requirements. Consequently, the project is conditioned to set aside seven (7) of the homes that will be distributed throughout the project; three (3) of which will be set aside for low-income households with annual incomes at or below 80% Area Median Income (AMI) for Ventura County; and four (4) of the units will be set aside for moderate-income households with annual incomes of up to or below 120% AMI (moderate income).

The seven (7) units will be sold with an equity-sharing deed restriction that allocates a proportional share of appreciation to the City which shall be used within five years for any purpose that promotes home ownership (OMC Section 16-410(S)).

The Applicant is also seeking three (3) Concessions pursuant to Government Code Section 65915(d) (State’s Density Bonus law):

- i) reduce the minimum lot area from 6,000 square feet to lots averaging 5,332 square feet;
- ii) reduce the minimum lot dimensions: frontage and width from 50-feet to 32-feet or greater with two flag lots having frontages of 14 and 20 feet and depth from 100 feet to 71 feet; and
- iii) reduce the rear yard setback from 25-feet to 5-feet primarily to allow the garages in the rear yard.

Without the requested 23-percent Density Bonus, the net area of the site could only accommodate 22 dwelling units. Pursuant to Section 16-410F, the Density Bonus permit is non-discretionary and falls under the approving authority of the Planning Commission.

- d) **Conformance with Zoning Development Standards:** The property is zoned for Single Family Residential (R-1). The following table illustrates and compares the development Project against the City’s required standard and identifies when Concessions have been applied.

DEVELOPMENT STANDARD	REQUIRED	PROPOSED	COMPLIES?
Minimum dwelling Size (§16-24)	1,000 square feet, exclusive of garages carports, and any accessory buildings	- Plan 1: 1,149 square feet - Plan 2: 1,201 square feet - Garage: 484 square feet	YES
Maximum building height (§16-25)	2 stories not to exceed 25 feet	1-Story (16-feet, 8-inches)	YES
Minimum lot area (§16-26)	6,000 square feet	<u>Lots 1-27</u> Average: 5,332 SquareFeet Major Mod: Not Change <u>Lots 1-11, 14-16, 18-22, 24, 26,& 27</u>	*YES w/ DB Concession

Encanto Homes Subdivision: PZ 21-550-03 (MJMD to PZ 20-500-05 (SUP for a DP); 20-535-03 (DB) & PZ 20-300-04 (TTM#6054)

Planning Commission Hearing Date: December 2, 2021

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		Average: 4,384 Square feet Major Mod Average: 4,404.48 Square Feet <u>Lots 12 & 13</u> Average: 9,805 Square Feet Major Mod: No Change <u>Lots 17, 23, & 25</u> Average: 6,042 Square Feet Major Mod Average: 5,886 Square Feet.																																																					
Minimum lot dimensions: Frontage, Width & Depth (§16-27, § 16-28 & §16-29)	Frontage: 50 feet Width: Interior lots: no less than 60 feet Corner lots: no less than 75 feet Depth: At least 100 feet	Rounded Numbers/Estimated <table> <tr> <th>Lot #</th><th>Frontage</th><th>Width</th><th>Depth</th></tr> <tr> <td>1-11, 18-22</td><td>37 ft</td><td>37 ft</td><td>110 ft*</td></tr> <tr> <td>12</td><td>138 ft</td><td>81 ft Corner</td><td>121 ft*</td></tr> <tr> <td>13</td><td>119 ft</td><td>82 ft Corner</td><td>118 ft*</td></tr> <tr> <td>14</td><td>32 ft</td><td>32 ft</td><td>110 ft*</td></tr> <tr> <td>15</td><td>38 ft</td><td>38 ft</td><td>110 ft*</td></tr> <tr> <td>16</td><td>39 ft</td><td>39 ft Corner</td><td>110 ft*</td></tr> <tr> <td>17</td><td>50 ft</td><td>50 ft</td><td>110 ft*</td></tr> <tr> <td>23</td><td>74 ft</td><td>74 ft</td><td>83 ft*</td></tr> <tr> <td>24</td><td>32 ft</td><td>32 ft</td><td>71 ft*</td></tr> <tr> <td>25</td><td>20 ft</td><td>50 ft</td><td>122 ft*</td></tr> <tr> <td>26</td><td>14 ft</td><td>45 ft</td><td>100 ft*</td></tr> <tr> <td>27</td><td>38 ft</td><td>42 ft</td><td>90ft*</td></tr> </table> *Note: These dimensions indicate the buildable areas of the lots and do not reflect lot areas within the private alleyway. With the exception of lots 25, 26, & 27, all lots extend a further 10 feet into the private alley along the sides that abut the public alleyway.	Lot #	Frontage	Width	Depth	1-11, 18-22	37 ft	37 ft	110 ft*	12	138 ft	81 ft Corner	121 ft*	13	119 ft	82 ft Corner	118 ft*	14	32 ft	32 ft	110 ft*	15	38 ft	38 ft	110 ft*	16	39 ft	39 ft Corner	110 ft*	17	50 ft	50 ft	110 ft*	23	74 ft	74 ft	83 ft*	24	32 ft	32 ft	71 ft*	25	20 ft	50 ft	122 ft*	26	14 ft	45 ft	100 ft*	27	38 ft	42 ft	90ft*	YES w/ DB Concession
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Front yard setback (§16-31)	No less than 20 feet; except houses constructed w/ swing (side facing) driveway 15 feet minimum Dwellings varying from the required setback, such setback shall determine the required setback if such dwellings comprise at least 60% of the block	20-feet; all garage are designed with alley access	YES																																																				

Side yard setback (§16-32)	Corner and Interior Lots: 10% of lot width, not less than 3 feet or more than 5 Reverse Corner lots: Side yard on street side shall be no less than 50% of the required front yard. No accessory buildings within the front yard setback	5-feet No reverse corner lots proposed	YES
Rear yard setback (§16-33)	Rear yard of no less than 25% of the lot's depth, but need not exceed 25 ft. Additions to existing house; 15-foot setback to rear property line for lots not abutting a street or alley and 5-feet when abutting a street or alley.	5-feet measured from the rear edge of the alleyway / buildable area to the back of the garages.	YES w/ DB Concession
Interior yard space (§16-34)	At least 15% of the lot area or 900 sf whichever is less and shall be open from ground to sky except for roof overhangs not exceeding 30 inches.	Exceed 15-percent (average range 1,085 square feet and 1,620 square feet) 625 square-foot minimum 720 square-foot average Min Required: 575 square feet based on 3,838 square-foot lot (min lot size proposed)	YES
Parking spaces (§16-622F)	2-car garage spaces for each home (For up to 5 bedrooms)	2-car garage spaces with alley access for each 3-bedroom home.	YES

- e) **Site Design:** The modified project site follows the August 26 site design and floor plans. The project site is bisected by a private L-shaped “private” alley that will be owned and maintained in perpetuity by the Project homeowners. The alley is designed to provide vehicular access needs to residents, service and emergency vehicles and it will also provide for surface drainage and sewer main and lateral connections to serve the Project. Each single-family home will be constructed on a separate lot with twelve (12) single-family homes designed to front West Second Street; four (4) homes will front onto South K Street, and eleven (11) homes will front West First Street. All of the homes will include landscaping within the front and street side yards including a walkway connection between the front door and the public sidewalk. Front yard fencing is not proposed; however, wood fencing for privacy between properties and decorative slump stone walls will be required along the street sides of the two lots that are closer to the intersection of Second and K Streets. The walls will complement the design of the tract wall that is along Second Street west of K Street. Lots 12 and 13 front Second Street and K Street with a wall that wraps around the front of the two lots that are setback 20 feet to comply with the front yard setback requirement of the R-1 zoning standards. These two lots are also located within an area identified as an existing Runway Protection Zone.

The homes are designed to not encroach into this no build zone and any future addition will not be allowed to encroach into this restricted area.

The floor plan design of the homes is replicated with two plan designs plotted across the 27 lots with a one-story, three-bedroom house and two baths. For variation, the homes include 4 separate plans. The elevation design includes a combination of white stucco colors and tile roofing. The single story massing of the homes is complemented by single story architectural design elements such as the three distinct front porch designs and the varied design combination. The front facing elevations include added design details to add varied design characteristics from one house to another.

The adjacent property at 1101 West First Street currently uses this 126 square-foot portion of land to be transferred to them for access. To comply with the fence height standards within the front yard setback, the first 20 feet of the fence from the front property line will need to be removed. The Resolution for a Major Modification to the Special Use Permit includes a condition of approval requiring the developer to remove the fence section within the front yard setback prior to the project completion. (Attachment E)

- f) **West First Street, West Second Street and South K Street Road Improvements:** The Project will dedicate approximately 1-acre of land for the benefit of public right-of-way for existing and proposed roadway improvements along all four sides of the proposed development. The development will remove all the existing frontage improvements along all street sides and will be reconstructed per City Standard. Improvements will include new curb, gutter, and a seven foot wide monolithic sidewalk along West Second Street; and parkway/sidewalk combination along West First Street and South K Street. New improvements have been coordinated with existing streetscape designs. In addition, the project will include reconstruction of two existing pedestrian curb ramps at the northeast and northwest corners of South K Street and West Second Street. The pedestrian ramps will be designed and constructed to meet the Americans with Disabilities Act (ADA) standards. The widened sidewalk design will provide for an ADA accessible compliant pedestrian path of travel along Second Street. The applicant will also be required to repair and/or replace any existing broken or damaged curb, gutter or asphalt paving adjacent to the property as directed by the City's Construction Services Inspector.

Utilities such as on-site and off-site electric, cable, telephone and similar utility service will be installed underground in accordance with the City Code. The project will be upgrading two existing fire hydrants and proposing to install two new fire hydrants along the West First Street and West Second Street Project frontages. The upgrades and new fire hydrants will meet the City's current requirements.

- g) **Circulation and Parking:** Vehicular access to each single family home will occur via

an alley and each unit will have a two-car garage (side-by-side). Additional visitor parking is not required for the single-family homes. Parallel parking along West First Street, West Second Street, and South K Street will continue to be available. Parking on the alleyway will be prohibited; however, most garages are designed with the 10-foot side yard setback that may allow for additional non-covered parking along the side of the garage. The garages are also designed with two roll-up doors. The roll-up door for vehicles access off the back alleyways will be motorized with remote access and a second roll-up door will open into the back yard. This added feature of the inner garage door is expected to activate and encourage persons to use their garage for parking and access into the private back yards.

- h) **Building Design:** The architectural design of the homes incorporate character defining features that are typical in Spanish Revival architectural design. Spanish Revival architecture defining features include low-pitched roofs; red tile roof coverings; typically with one or more prominent arches placed above door or principal window, or beneath porch roof; wall surface usually stucco; wall surface extends into gable without break; and the facades normally asymmetrical. The homes' single story architectural design with detached garage is also consistent with the nearby community setting and the homes in the Henry T. Oxnard historic District located a few blocks to the east.

The homes include four varied designs (Attachment B, Sheet EA.4, Architectural Plans) that incorporate Spanish Revival architectural design features that include low pitched roofs with red terracotta roof tiles (Eagle Roofing Capistrano-3523 Dark Terracotta) and stucco finished in a smooth, white tone (Merlex Glacier White p-100) Santa Barbara finish. Accent color will include chocolate color (Dune Edwards FET 693 Mayan Chocolate) paint finishes on the fascia boards, window trims/sills, and front trellis features. The design of the homes incorporate a combination of arched porch openings and some of the front facing windows will be arched. The large window will be recessed on a double framed wall to visually emphasize the wall thickness. This effect is expected to add character and complement the single story construction. The front elevation also includes three terracotta clay-like vent tubes along the front facing low pitched gable roof.

The three bedroom homes provide identical floor plans that will include a living room, kitchen, and dining area, two baths, and a laundry closet.

- i) **Development Impact Fees:** The City requires development connection and/or impact fees that include proportional shared costs for public services and improvements to be collected prior to issuance of building permits. The proposed project will be required to pay the applicable impact fees, including for wastewater, water system, water service and meter, storm drain, traffic (City and County), growth capital, Quimby (park), public art, and General Plan maintenance connection.

Pursuant to SB330, development fees and standards are subject to those design standards

and fees that were in place at time that Pre-Application (SB330) was filed with the City. The Pre-Application was received by the City on July 16, 2020.

7) Development Advisory Committee:

On November 25, 2019, the Developer submitted pre-submittal (19-150-06) site plans for conceptual site design and initial review before filing for a formal application.

On December 18, 2019, the DAC met with the Applicant and representatives with the Oxnard Union High School District (OUHSD) and offered site design comments on the pre-submittal project.

On November 4, 2020, the DAC reviewed formal development applications and related entitlements. The recommendations of the DAC are reflected in the final design of the Project and as proposed conditions of approval in the attached resolution.

DAC members reviewed the plans associated with the modified project, but the modified Project was not formally reviewed at a DAC meeting.

- 8) Community Workshop and Public Input:** The project site is located within the Fremont South Neighborhood. On January 11, 2021, the project was presented to the public during a Community Workshop meeting. On December 31, 2020, the site was posted with Project details and Community Workshop information and the Developer mailed out 439 meeting agenda notices to the residents of the Fremont South Neighborhood. The meeting was attended by approximately 30 members of the public and persons had an opportunity to ask questions. Persons asked if the Developer could give priority to local residents wishing to purchase a home and the developer said he would consider options within the law and opportunities for local residents to take advantage of housing opportunities. The developer responded to questions regarding home pricing, parking, construction time frames, the alley's design and maintenance, whether ADU's would be permitted, and if construction would conflict with anticipated Campus Park construction time frames. Construction times would take place during normal business hours and the developer did not expect that there would be any construction conflicts between the two projects. The developer acknowledged that the alley would be privately owned and maintained and that it would be built to meet the City's roadway standards to support refuse and fire trucks. In addition, the developer indicated that the alley would be provided with lighting to address some of the dusk to dawn Police concerns. Accessory Dwelling Units (ADU) are not a part of the project's proposal; however, new homeowners may choose to add or convert and accommodate new ADU as allowed under State law and the City Code.

The modified Project was not presented at a new Community Workshop as the modifications were minimal and did not alter items which had been raised at the January 11 Community Workshop or August 26 Planning Commission meeting.

Encanto Homes Subdivision: PZ 21-550-03 (MJMD to PZ 20-500-05 (SUP for a DP); 20-535-03 (DB) & PZ 20-300-04 (TTM#6054)

Planning Commission Hearing Date: December 2, 2021

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- 9) **Appeal Procedure:** The requested action on the Tentative Subdivision Map is a recommendation to the City Council in accordance with the Oxnard City Code Section 15-40 (Subdivision). In accordance with OCC Section 16-545, the Planning Commission's action on Planning and Zoning Permit Nos. 21-550-03 (Major Modification to PZ 20-500-05 (SUP for a DP); 20-535-03 (DB) & PZ 20-300-04 (TTM#6054) may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period. All aspects of this project shall not become effective unless and until the City Council approves the Tentative Subdivision Map.

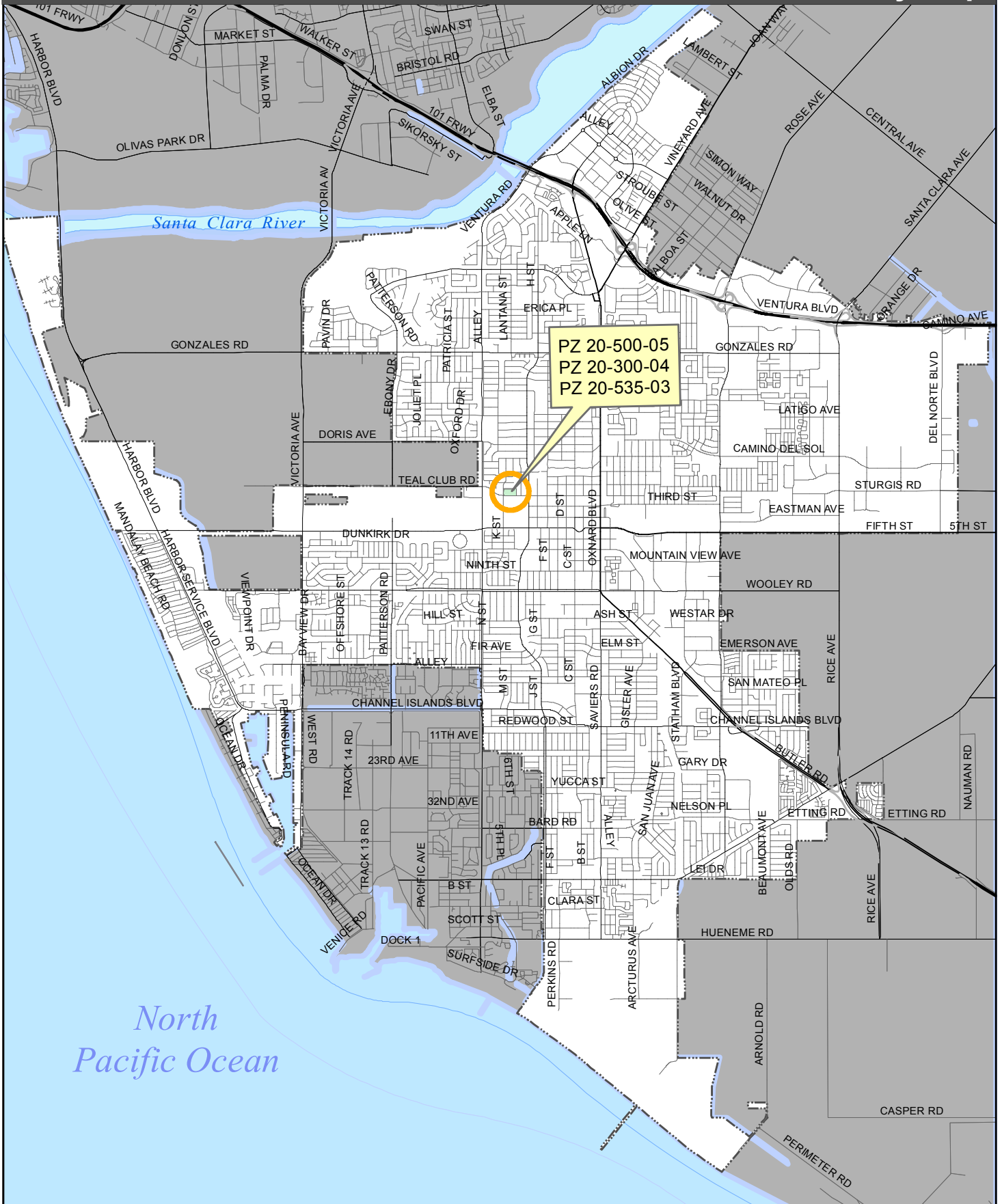
Pursuant to the Planning Commission's action of August 26, 2021, if the Planning Commission action or if the Major Modification should be denied, the project shall be considered entitled and subject to the adopted Resolutions and conditions of approval.

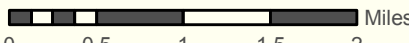
Attachments:

- A. Maps (Vicinity, General Plan, Zoning)
- B. Project Plans
- C. Site Comparison Illustration (Lots 23-27)
- D. Notice of Exemption
- E. Resolution: PZ 21-550-03 (Major Modification: PZ 20-500-05 (Special Use Permit for a Development Plan) & 20-535-03 (Density Bonus Permit))
- F. Resolution: PZ 21-550-03 (Major Modification: PZ 20-300-04 (Tentative Tract Map for Tract 6054))
- G. Staff Presentation

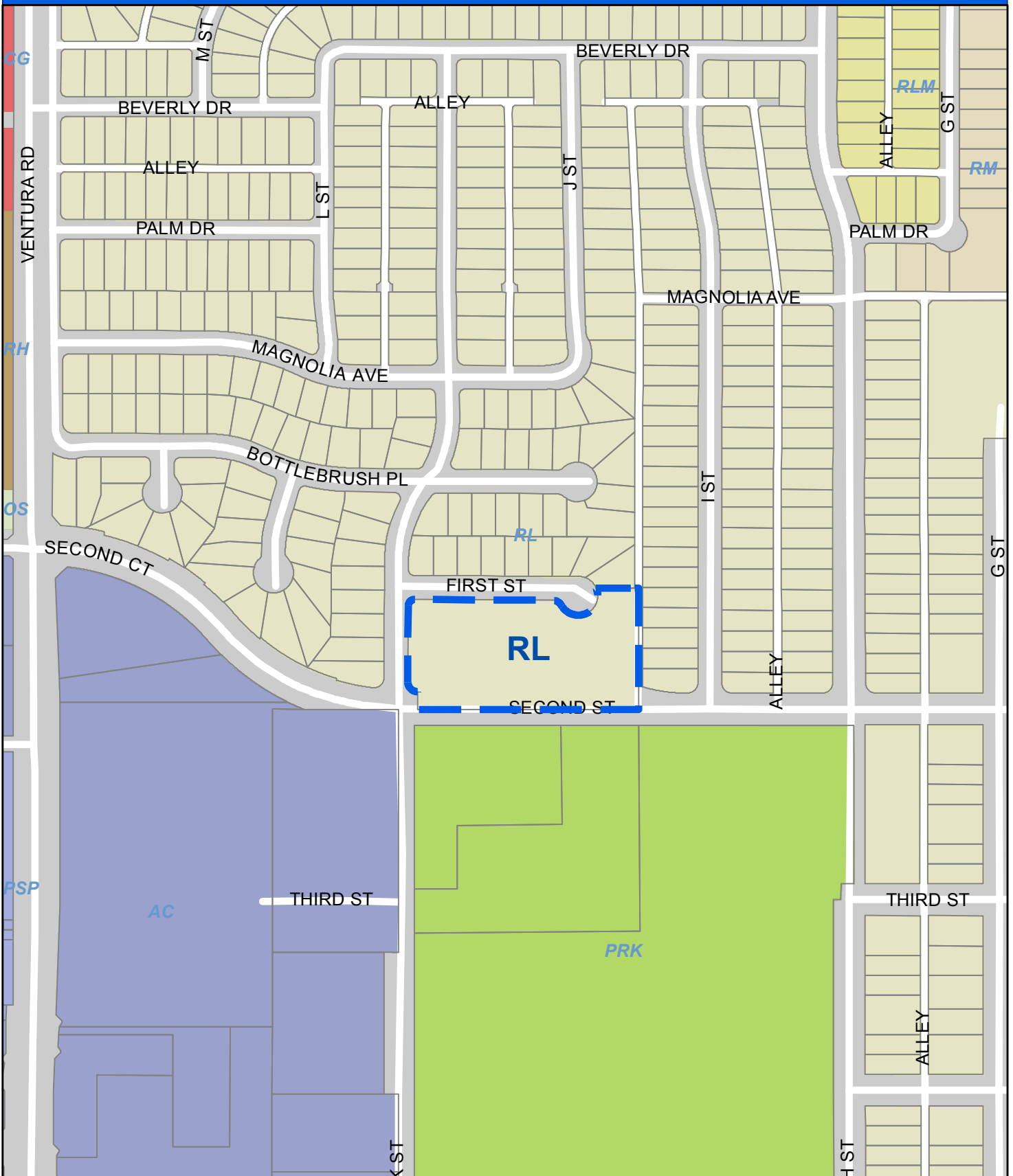
**ATTACHMENT
A
MAPS
(VICINITY, ZONING, GENERAL PLAN MAP)**

Vicinity Map



 OXNARD CALIFORNIA Oxnard Planning November 5, 2020	PZ 20-500-05, 20-300-04, 20-535-03 Location: 1101, 1111 W Second St. APN: 2020233355 Encanto	Vicinity Map  0 0.5 1 1.5 2 Miles	 N 1:70,000
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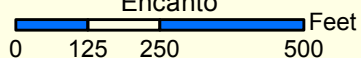
2030 General Plan Land Use Map



Oxnard Planning
November 5, 2020

PZ 20-500-05, 20-300-04, 20-535-03
Location: 1101, 1111 W Second St.
APN: 2020233355

Encanto

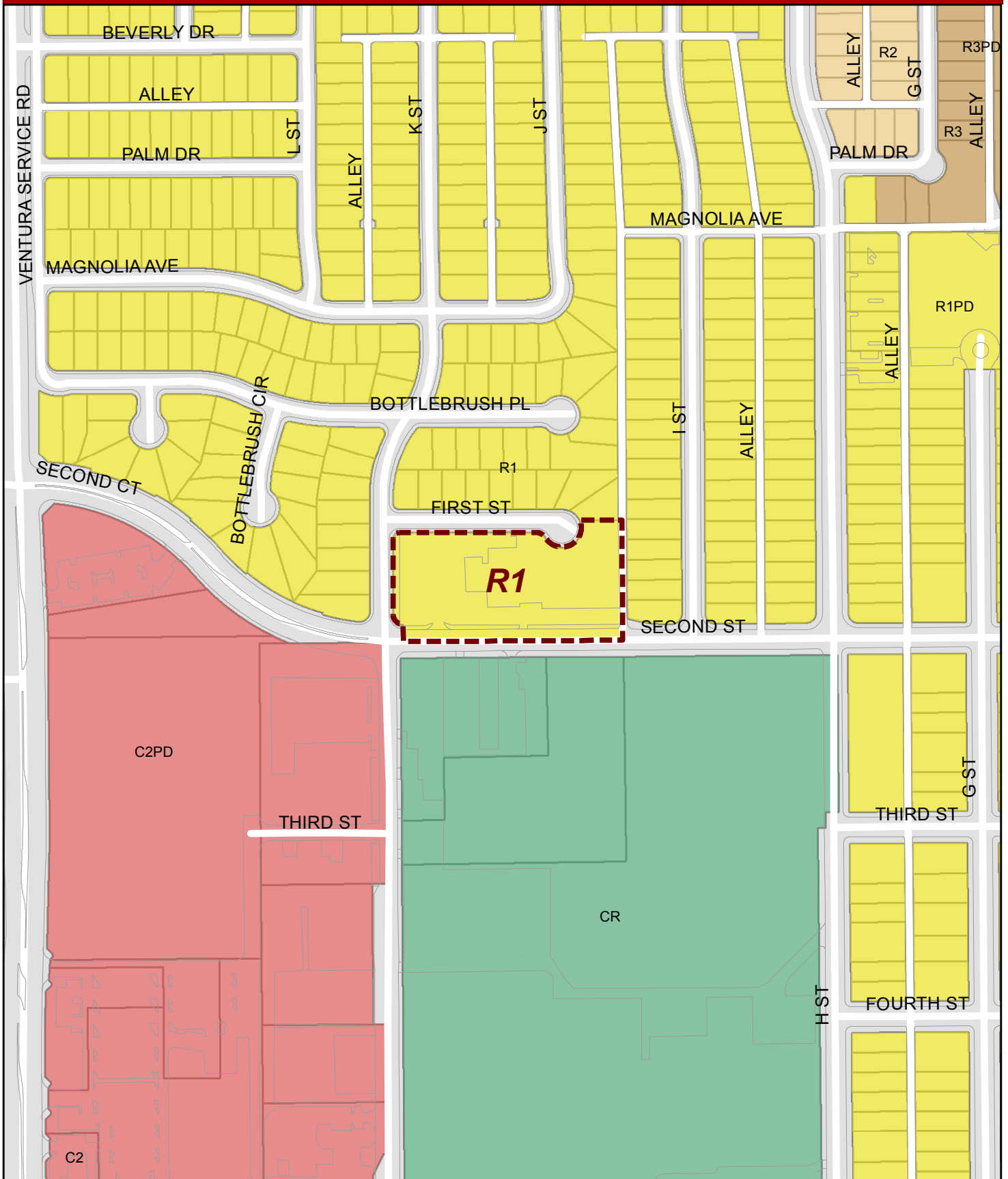


2030 General Plan Land Use Map



1:4,000

Zoning/Specific Plan Map



Oxnard Planning

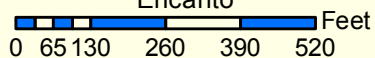
November 5, 2020

PZ 20-500-05, 20-300-04, 20-535-03

Location: 1101, 1111 W Second St.

APN: 2020233355

Encanto



Zoning/Specific Plan Map



1:4,000



ATTACHMENT B

PROJECT PLANS



Heritage Homes II

1101 W 2nd Street
City of Oxnard, California

owner:
Heritage Homes LLC
451 W. 5th Street
Oxnard, CA
contact: Henry Casillas (805) 385-3565

site information:
APN: 202023335
4.10 acres
Zoning: R1 Single Family

proposed development:
27 single-story, three bedroom, two bathroom,
single family homes w/ front porch
detached & attached alley loaded two-car garages

Plan 1 - 1,149 s.f.
Plan 2 - 1,201 s.f.
Garage - 484 s.f.

zoning information:
setbacks:
front - 20' min.
side - 5' min.
rear - 5' to garage
15' to center of alley

interior yard space:
required - 15% of lot area = 575 s.f. min.
provided - 720 s.f. overage, 625 s.f. min.

Consultants
architecture:
DiCecco Architecture Inc.
867 Patriot Drive, Suite C
Moorpark, CA 93021
805.552.0088
contact: Mark Di Cecco AIA

civil engineering:
Encompass Consulting Group
533 N. Lantana Street, Suite 130
Camarillo, CA 93010
805.322.4443
contact: Tristan J. Santos, PE

landscape architecture:
La Group Design Works
24103 Ventura Blvd, Suite 201
Calabasas, CA 91302
818.251.9718
contact: Monica D'Angelo-Tomei

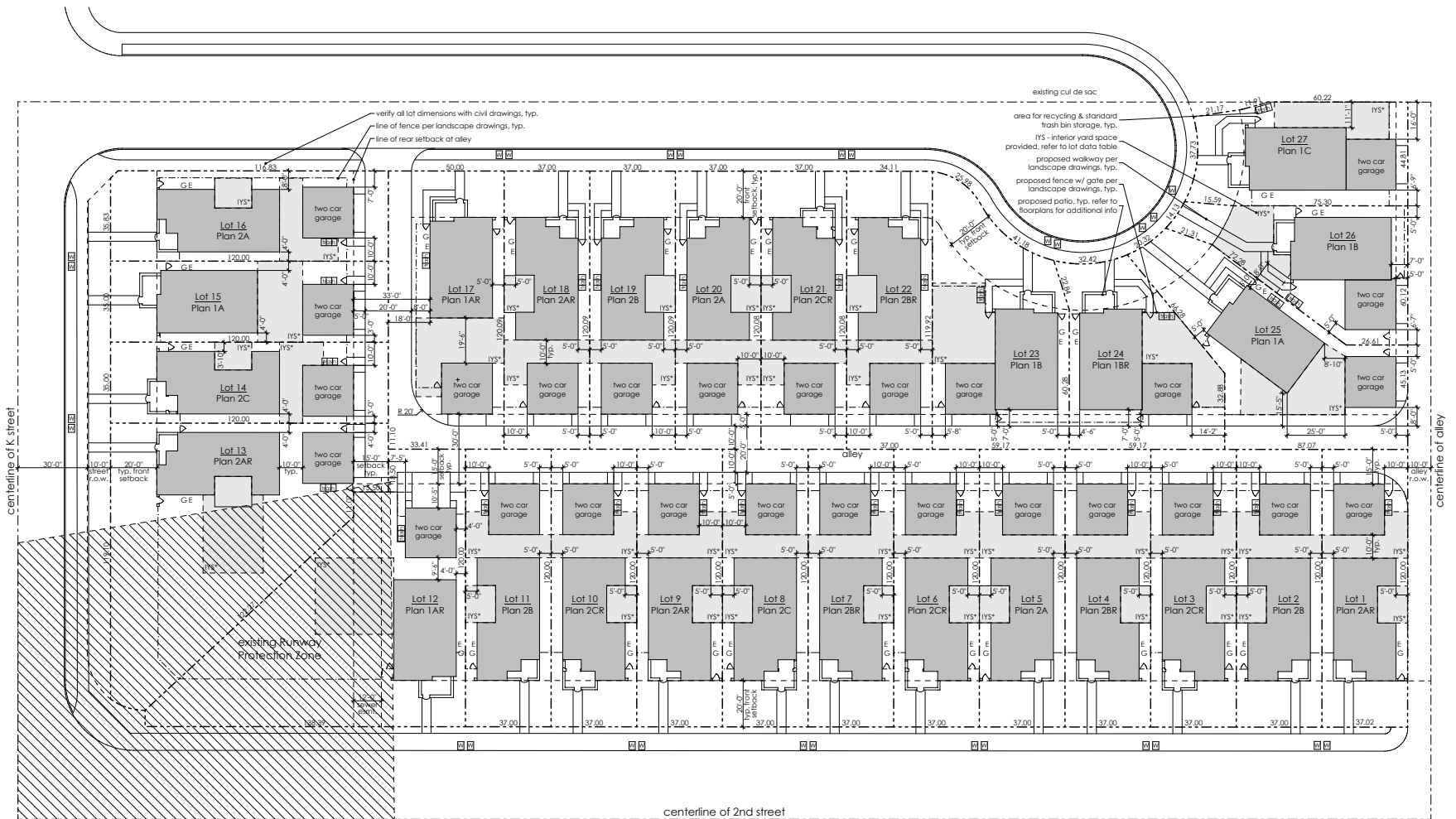
Sheet Index

architecture:
EA.1 Cover
EA.2 Site Plan
EA.3 Floor Plans
EA.4 Material Board
EA.5 Plan 1 Elevations
EA.6 Plan 2A Elevations
EA.7 Plan 2B Elevations
EA.8 Plan 2C Elevations
EA.9 Garage Elevations

civil:
1 Grading Exhibit
2 Site Utility Exhibit
3 Fire Hydrant Exhibit
4 Tentative Tract Map Exhibit

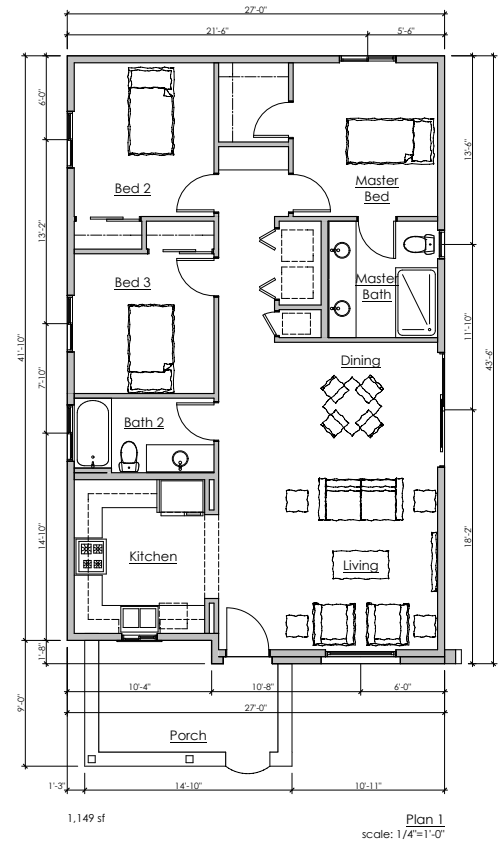
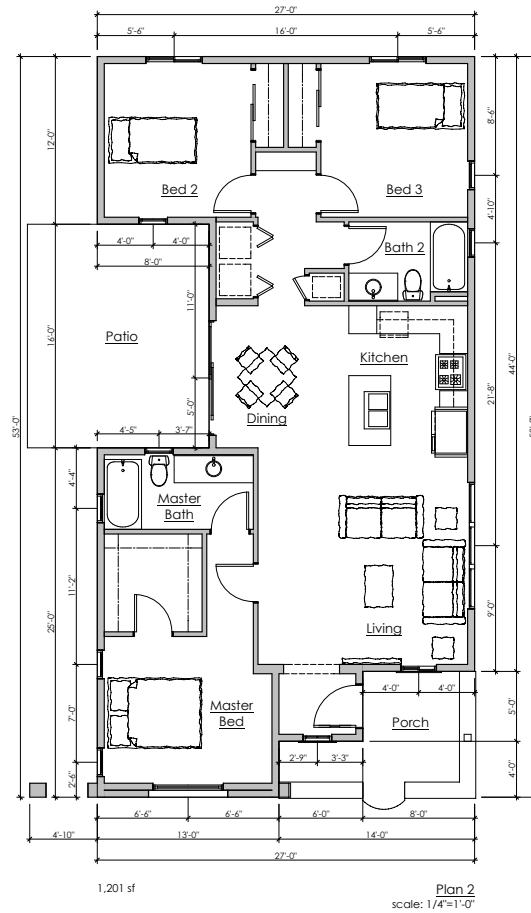
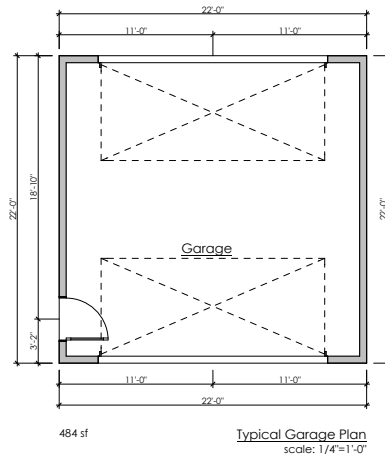
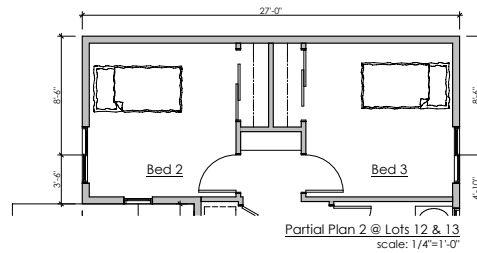
landscape:
L-1 Conceptual Landscape Plan
L-2 Conceptual Landscape Plan





note: verify all site information with civil & landscape drawings

Site Plan
scale: 1"=20'

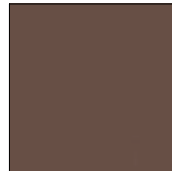




stucco body
Merlex Glacier White p-100
Santa Barbara finish



trim
Dunn Edwards
DET693 Mayan Chocolate



roofing
Eagle Roofing Capistrano
3523 Dark Terracotta

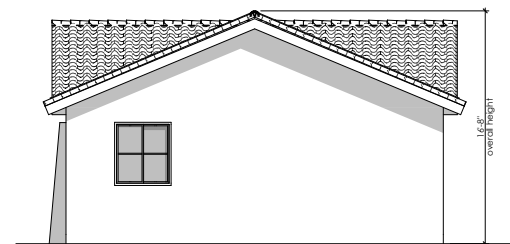


windows
Amsco Artisan
Bronze

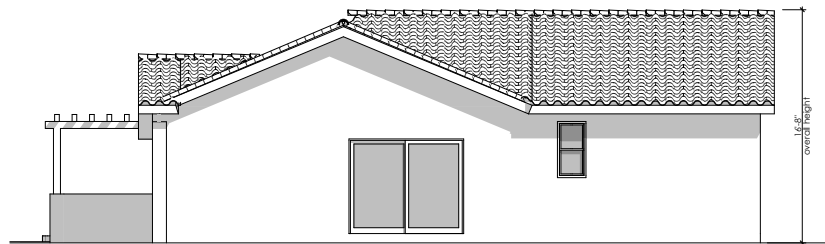




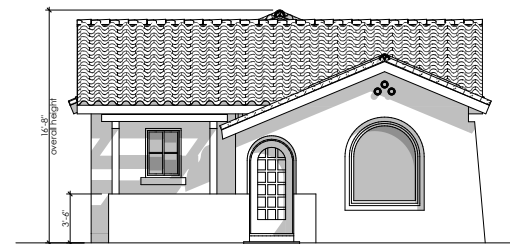
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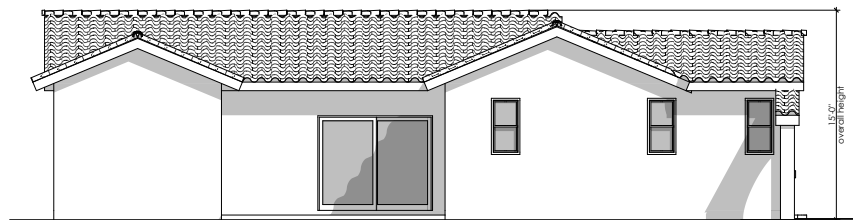
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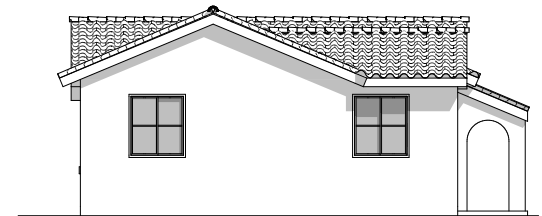
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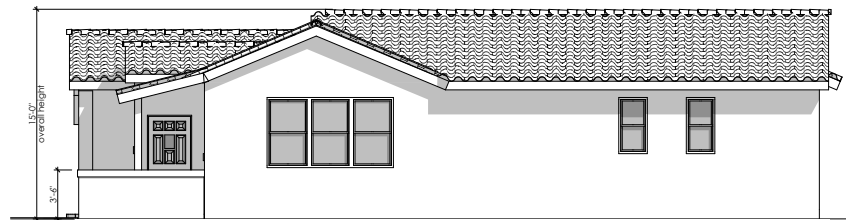
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Left Elevation
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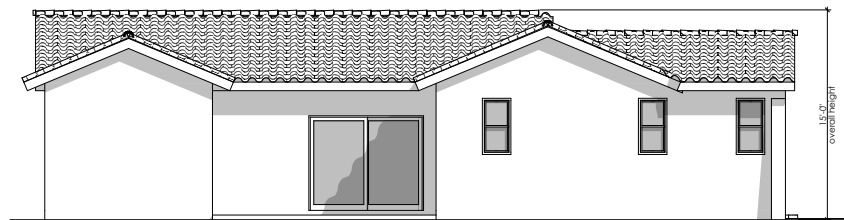
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Right Elevation
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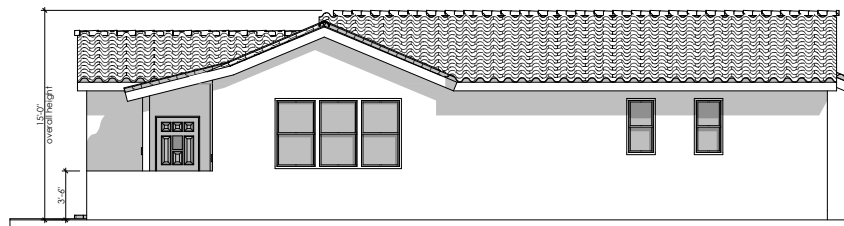
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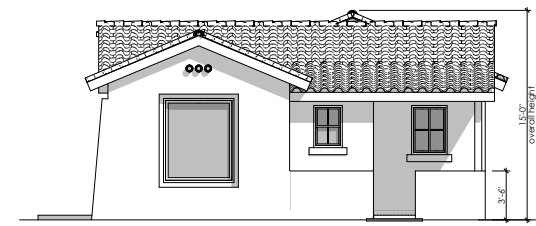
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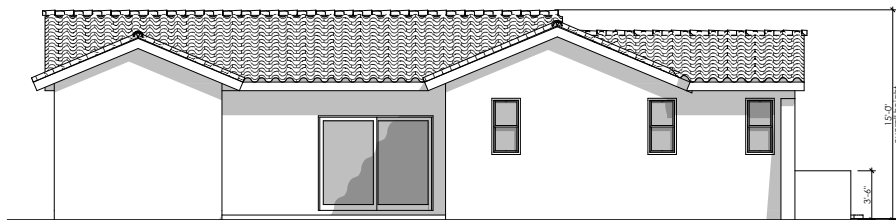
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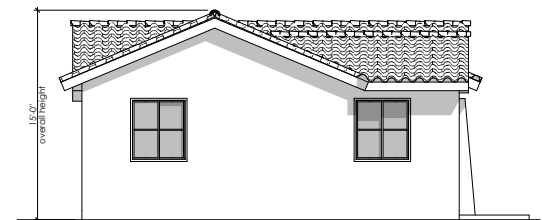
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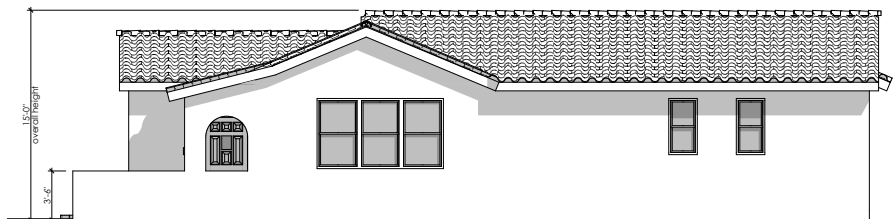
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Left Elevation
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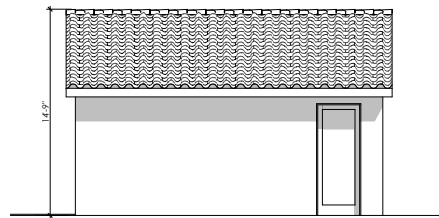
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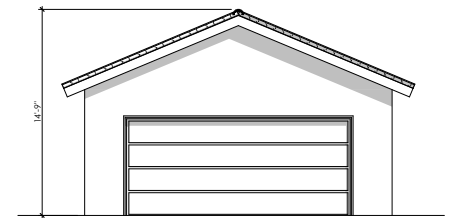
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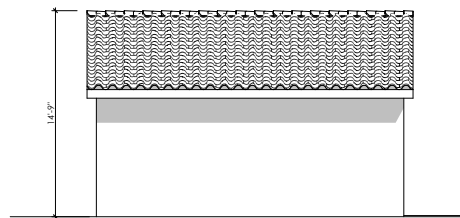
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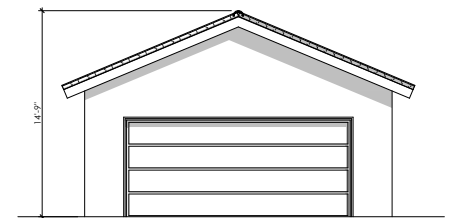
Left Elevation
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Rear Elevation
scale: 1/4"=1'-0"



Right Elevation
scale: 1/4"=1'-0"



Front Elevation
scale: 1/4"=1'-0"



PLANNING NOTE:
At the time of landscape plan check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on the site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees which are to remain, be removed or be transplanted. The chart shall contain the arborist's economic appraisal value of all trees to be removed as well as a computation showing how the removed tree value was put back into new tree sizes for the project. The new tree sizes for the project shall be in addition to meeting the minimum tree size of 24" base.

LANDSCAPE NOTES:
1. LANDSCAPING WILL COMPLY WITH THE APPLICATION CITY OF OXNARD LANDSCAPE STANDARD.
2. THE LANDSCAPE AND IRRIGATION WILL COMPLY WITH THE CITY OF OXNARD WATER EFFICIENT LANDSCAPE ORDINANCE NO. 3820 AND LANDSCAPE WATER CONSERVATION.
3. LANDSCAPE ARCHITECT SHALL PROVIDE THE CITY WITH WRITTEN CONFIRMATION THAT THEY HAVE REVIEWED THE CIVIL ENGINEERING CONSTRUCTION DRAWINGS AND THAT THE NPDES REQUIREMENTS ARE NOT IN CONFLICT WITH MEETING THE CITY'S LANDSCAPE REQUIREMENTS.
4. LANDSCAPING AT CORNER LOTS/INTERSECTIONS, SHALL BE MAINTAINED TO A MAXIMUM HEIGHT OF 36" INCHES OR LESS.

MATERIALS KEY		
	Private Yard Interior Landscape	WUCOLS
	Rear Alley Facing Landscape	MOD-Mix
	Front Yard Landscape	LOW
	Lawn within Property	HIGH
	Lawn in R.O.W.	HIGH
	Lawn Parkway	HIGH
	6" High Wood Fence & Gate	
	6" High Block Wall	
	Trash & Recycle Bins	
	Lawn Header	

STREET TREES



FRONT YARD CANOPY TREE



UPRIGHT ACCENT TREES



Scale: 1" = 20'-0"

DI CECCO ARCHITECTURE INCORPORATED
887 Patriot Drive, Suite C
Moorpark, CA 93021
(805) 552-0088



PREPARED FOR:
Heritage Homes II, LLC
451 West Fifth Street
Oxnard, CA 93030
805.385-3565

ENCANTO

Oxnard, California

CONCEPTUAL LANDSCAPE PLAN

Rev: 10.22.2021
JOB # 4682
L-I
L.A. GROUP
Design Works
Landscape Architecture
24013 Ventura Blvd Suite 201
Calabasas, CA 91302
818.251.9718 / 818.251.9719
email: DesignWorks@lagroupinc.net

L.A. Group Design Works, Inc.

Landscape Architecture



PLANNING NOTE:
At the time of landscape plan check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on the site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees which are to remain, be removed or be transplanted. The chart shall contain the arborist's economic appraisal value of all trees to be removed as well as a computation showing how the removed tree value was put back into new tree sizes for the project. The new tree sizes for the project shall be in addition to meeting the minimum tree size of 34" base.

LANDSCAPE NOTES:
1. LANDSCAPING WILL COMPLY WITH THE APPLICATION CITY OF OXNARD LANDSCAPE STANDARD.
2. THE LANDSCAPE AND IRRIGATION WILL COMPLY WITH THE CITY OF OXNARD WATER EFFICIENT LANDSCAPE ORDINANCE NO. 3820 AND LANDSCAPE WATER CONSERVATION.
3. LANDSCAPE ARCHITECT SHALL PROVIDE THE CITY WITH WRITTEN CONFIRMATION THAT THEY HAVE REVIEWED THE CIVIL ENGINEERING CONSTRUCTION DRAWINGS AND THAT THE WPDES REQUIREMENTS ARE NOT IN CONFLICT WITH MEETING THE CITY'S LANDSCAPE REQUIREMENTS.
4. LANDSCAPING AT CORNER LOTS/INTERSECTIONS, SHALL BE MAINTAINED TO A MAXIMUM HEIGHT OF 36" INCHES OR LESS.

MATERIALS KEY		
	Private Yard	WOODS
	Interior Landscape	-
	Rear Alley Facing Landscape	MOD-MIX
	Front Yard Landscape	LOW
	Lawn within Property	HIGH
	Lawn in R.O.W.	HIGH
	Lawn Parkway	HIGH
	6" High Wood Fence & Gate	
	6" High Block Wall	
	Trash & Recycle Bins	
	Lawn Header	

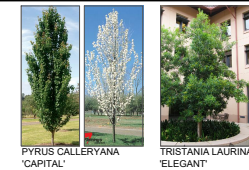
STREET TREES



FRONT YARD CANOPY TREE



UPRIGHT ACCENT TREES



Scale: 1" = 20'-0"

DI CECCO ARCHITECTURE INCORPORATED
887 Patriot Drive, Suite C
Moorpark, CA 93021
(805) 552-0088



PREPARED FOR:
Heritage Homes II, LLC
451 West Fifth Street
Oxnard, CA 93030
805.385-3565

ENCANTO

Oxnard, California

CONCEPTUAL LANDSCAPE PLAN

L.A. Group Design Works, Inc.

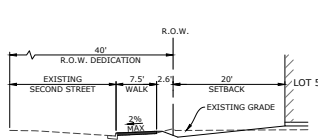
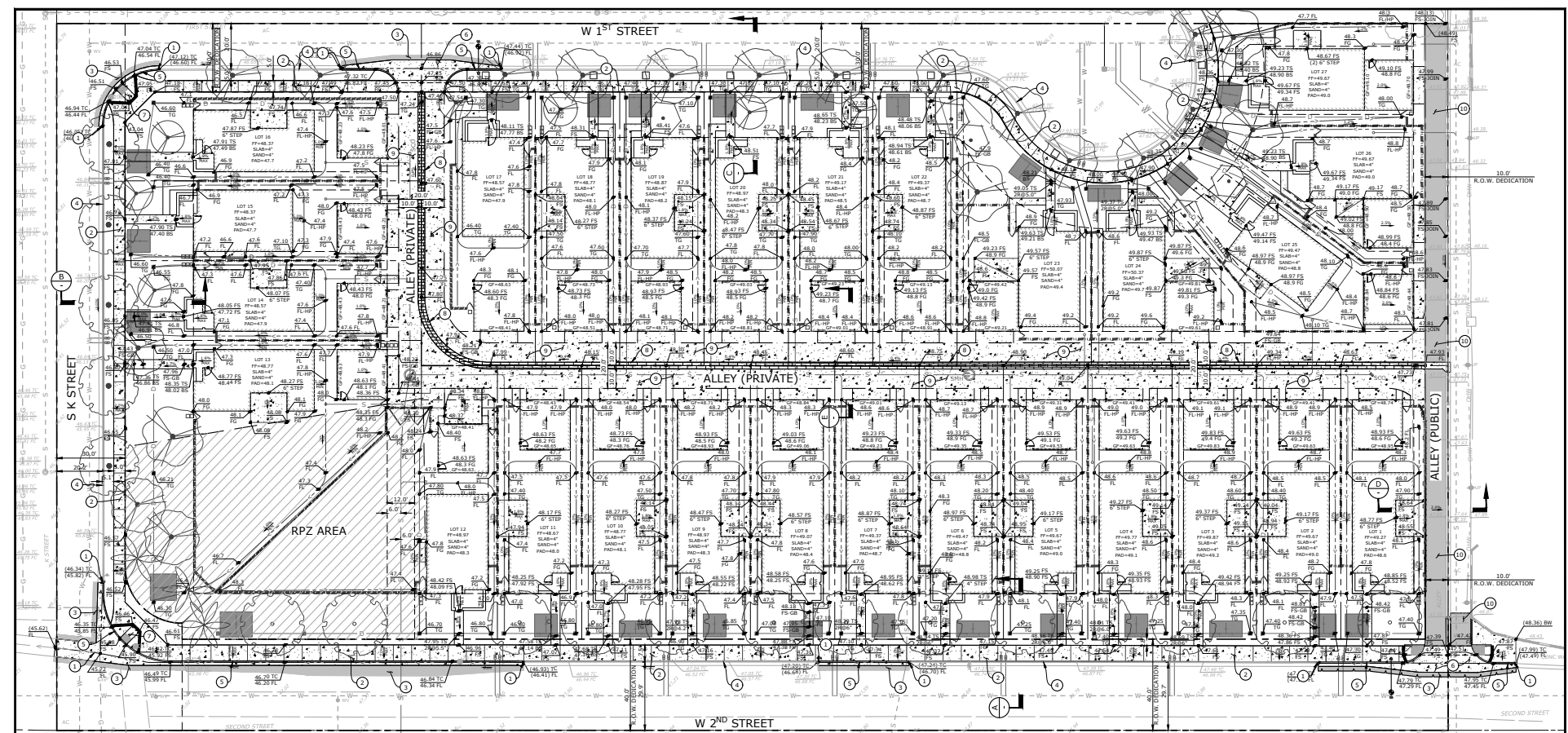
Landscape Architecture

Rev: 10.22.2021
JOB # 4682

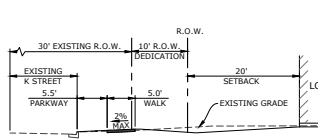
L-I

L.A. GROUP
Design Works

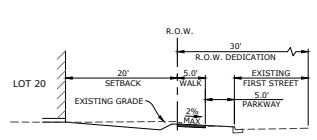
Landscape Architecture
24013 Ventura Blvd. Suite 200
Calabasas, CA 91302
p 818.251.9716 / f 818.251.9719
email: DesignWorks@lagroupinc.net



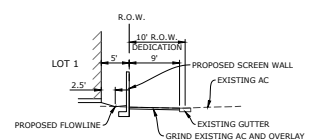
SECTION "A"
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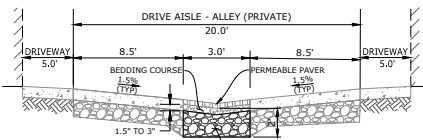
SECTION "B"
N.T.S.



SECTION "C"
N.T.S.



SECTION "D"
N.T.S.



SECTION "E"
N.T.S.

CONSTRUCTION NOTES

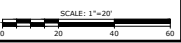
1. MATCH EXISTING.
2. CONSTRUCT CONCRETE SIDEWALK PER COX STD. PLATES 112 AND 113.
3. CONSTRUCT MINIMUM 2" WIDE ASPHALT CONCRETE PAVEMENT.
4. PROTECTING EXISTING CURB AND GUTTER.
5. CONSTRUCT CURB & GUTTER PER COX STD. PLATE 111, TYPE A2-6.
6. CONSTRUCT COMMERCIAL DRIVEWAY PER COX STD. PLATE 116.
7. CONSTRUCT CURB RAMP PER COX STD. PLATE 110.

LEGEND

- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- EXISTING EASEMENT
- PRIVATE ALLEY ACCESS EASEMENT
- SEWER EASEMENT
- PROPOSED PROPERTY LINE

GENERAL NOTES

1. ALL EXISTING TREES ALONG EXISTING SIDEWALK TO BE REMOVED - SEE LANDSCAPE PLANS.
2. ALL EXISTING STREET SIGNAGE SHALL BE REMOVED AND REPLACED IN KIND.



NO.	DATE	DESCRIPTION	BY

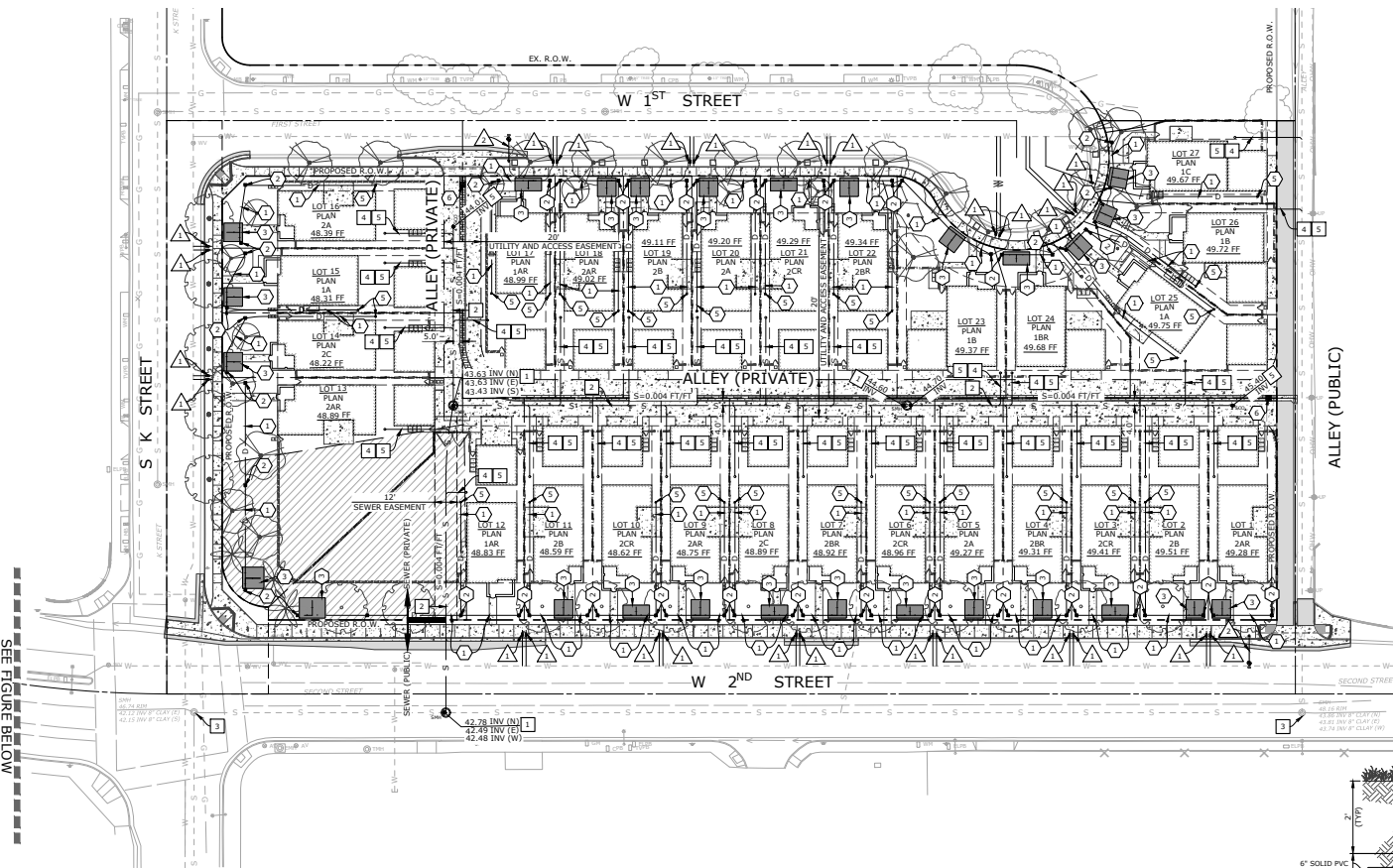


ECG
ENGINEERING CONSULTING GROUP
1014 LARSEN ST. SUITE 201, CANNALIA, CA 93001
PHONE: 916.332.4443 WEBSITE: WWW.ECGONLINE.COM

TRISTAN J. SANTOS
PROJECT ENGINEER
R.C.E. 71473

ENCANTO PROJECT GRADING AND DRAINAGE EXHIBIT CITY OF OXNARD	
SCALE: HORIZ. 1"=30'	VERT. 1"=10'
WORK ORDER: 0401	SHEET NO. 1 OF 6

DRAWING IN: 10/21/2021 10:41:10 AM C:\Users\jcsantos\OneDrive\Documents\ENCANTO\ENCANTO.dwg



SEE FIGURE BELOW

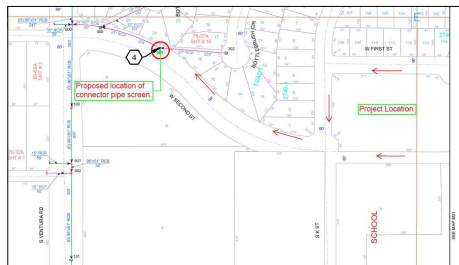
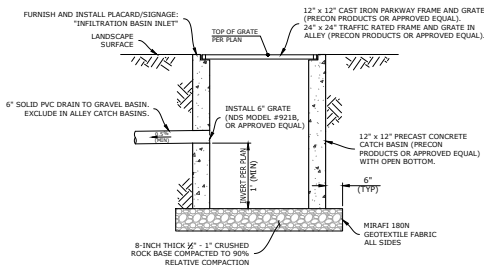
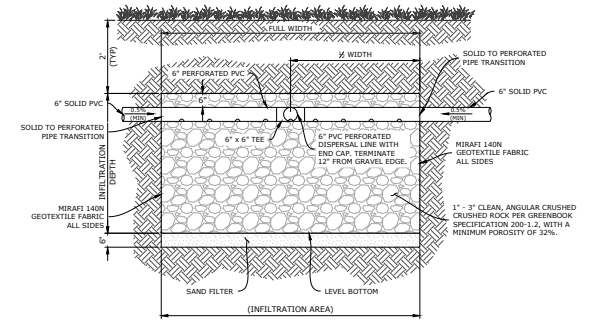


FIGURE: PROPOSED CONNECTOR PIPE SCREEN LOCATION



DESILTING CATCH BASIN
SCALE: N.T.S.



UNDERGROUND GRAVEL INFILTRATION BASIN
SCALE: N.T.S.

- LEGEND**
- S — PROPOSED PVC SANITARY SEWER LINE
 - W — PROPOSED DOMESTIC WATER LINE
 - FW — PROPOSED FIRE WATER LINE
 - SD — PROPOSED STORM DRAIN LINE
 - — — — — PROPERTY LINE
 - — — — — EASEMENT LINE
 - S- - - - - EXISTING SANITARY SEWER LINE
 - SD- - - - - EXISTING STORM DRAIN LINE
 - W- - - - - EXISTING DOMESTIC WATER LINE
 - [Pattern] PROPOSED INFILTRATION BASIN
 - [Pattern] RPZ ZONE EASEMENT

WATER CONSTRUCTION NOTES

1. CONSTRUCT 1" DOMESTIC WATER SERVICE AND METER INSTALLATION PER COX STD. PLATE 305.
2. CONSTRUCT FIRE HYDRANT PER COX STD. PLATE 300, JONES MODEL TRITON J-400S (4" x 4" x 2-1/2").

SEWER CONSTRUCTION NOTES

1. CONSTRUCT SANITARY SEWER MANHOLE PER CITY OF OXNARD STD. PLATE 408.
2. CONSTRUCT 8" PVC SDR 35 SEWER PER CITY OF OXNARD STANDARDS. TRENCH AND BACKFILL PER COX STD. PLATE 602.
3. PROTECT EXISTING SEWER MANHOLE.
4. CONSTRUCT SANITARY SEWER HOUSE CONNECTION PER COX STD. PLATE 405 (6" & BELOW).
5. CONSTRUCT SEWER CLEANOUT PER COX STD. PLATE 407.

STORM DRAIN CONSTRUCTION NOTES

1. CONSTRUCT 6" PVC SDR 35 SOLID DRAIN PIPE.
2. CONSTRUCT 12" X 12" DESILTING CATCH BASIN WITH OVERFLOW SIDEWALK-RAIN PIPE PER COX STD. PLATE 122.
3. CONSTRUCT UNDERGROUND GRAVEL INFILTRATION TRENCH WITH 6" PVC SDR 35 PERFORATED DISPERSAL PIPE.
4. FURNISH AND INSTALL CONNECTOR PIPE SCREEN, UNITED STORMWATER (L21-CB-301).
5. CONSTRUCT AREA DRAIN.
6. CONSTRUCT 24" X 24" DESILTING CATCH BASIN IN ALLEY.

REVISIONS			
NO.	DATE	DESCRIPTION	BY



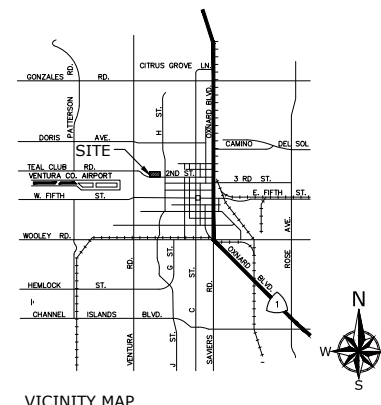
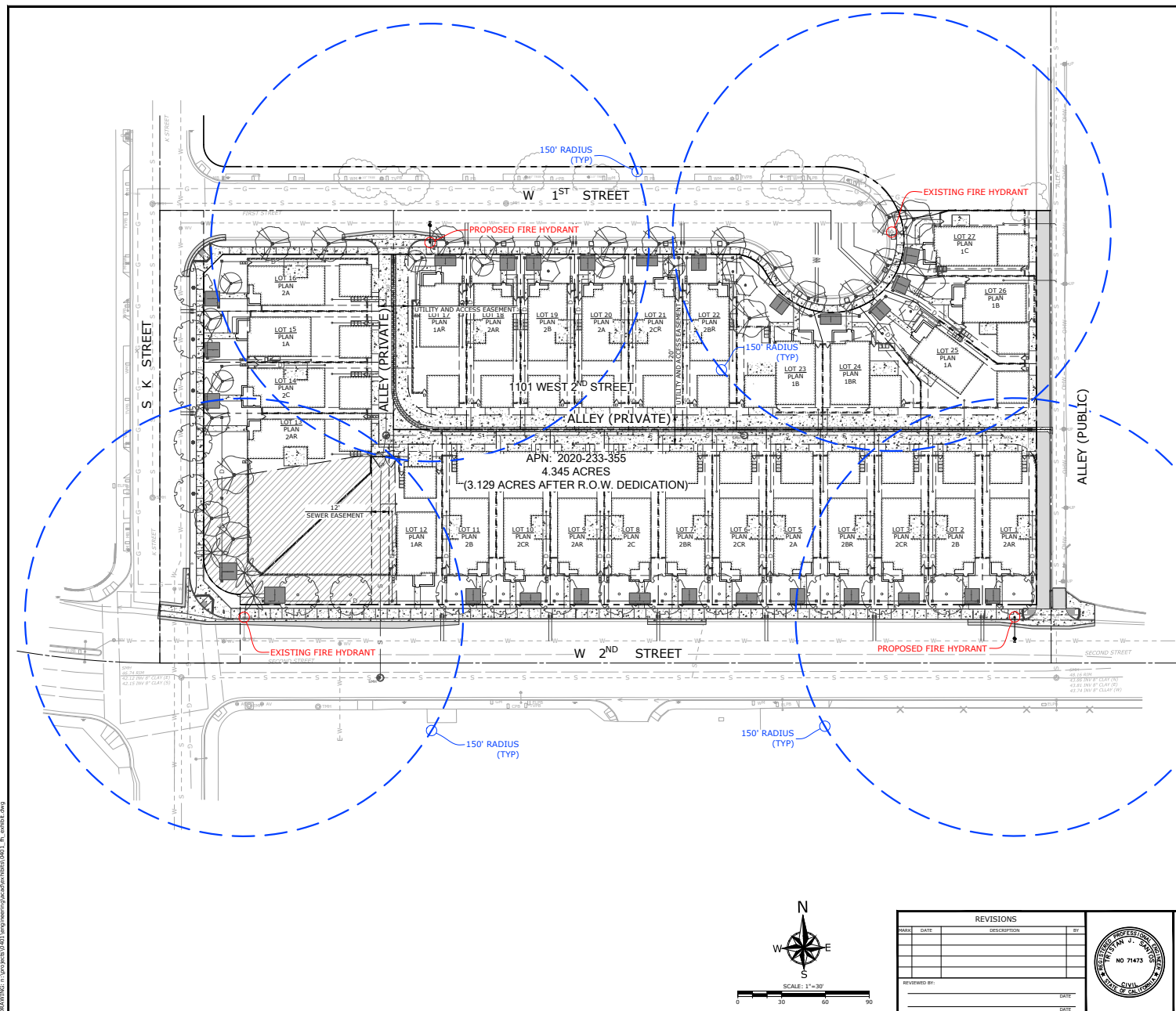
ECG
ENGINEERING CONSULTING GROUP
1014 LARSEN ST. SUITE 201, CHANAY, CA 91301
PHONE: 916.332.4443 WEBSITE: WWW.ECGONLINE.COM

**ENCANTO PROJECT
UTILITIES EXHIBIT
CITY OF OXNARD**

SCALE: HORIZ. 1" = 30' VERT. PER PLAN

WORK ORDER: 0401
PROJECT ENGINEER: JEA
CHECKED BY: TJS

SHEET NO. 2 OF 6



VICINITY MAP

SCALE: NOT TO SCALE

LOT/ZONING INFORMATION

ZONING	EXISTING: R1 (SINGLE FAMILY RESIDENTIAL) PROPOSED: R1 (SINGLE FAMILY RESIDENTIAL)
AREA	NET AREA: 4.345-ACRES (3.129-ACRES AFTER R.O.W. DEDICATION)
FLOOD ZONE	"AREA OF MINIMAL FLOOD HAZARD" - ZONE X (NO SCREEN)
LOTS	APN: 2020-233-355
OWNER	HERITAGE HOMES II, LLC
UNITS	SINGLE FAMILY HOMES = 27 UNITS

UTILITIES

WATER	CITY OF OXNARD
SEWER	CITY OF OXNARD
STORM DRAIN	CITY OF OXNARD/VCWPD
ELECTRIC	SOUTHERN CALIFORNIA EDISON
GAS	THE SOUTHERN CALIFORNIA GAS COMPANY (SEMPRA ENERGY)
TELEPHONE	FRONTIER CHARTER

GENERAL

OWNER/DEVELOPER	HERITAGE HOMES II, LLC 451 WEST FIFTH STREET OMAHA, CA 93330 ATTN: HENRY CASILLAS (DEVELOPER) (805) 385-3565
ARCHITECT	DICECCO ARCHITECTURE, INC. 987 PATRIOT DRIVE, SUITE C MCKINNEY, CALIFORNIA 93021 ATTN: MARK DI CECCO (805) 552-0088
CIVIL ENGINEER	ENCOMPASS CONSULTANT GROUP 333 N. LAMANTA ST., SUITE 287 CAMARILLO, CA 93020 ATTN: TRISTAN J. SANTOS, RC JE 71473 (805) 416-1698
GEOTECHNICAL ENGINEER	WORKMAN ENGINEERING & CONSULTING 3639 HARBOR BOULEVARD - SUITE 116 VENTURA, CA 93001 ATTN: R. MARK WORKMAN JR., RC JE 68557 (805) 302-9381
LANDSCAPE ARCHITECT	L.A. GROUP DESIGN WORKS 24013 VENTURA BLVD., SUITE 201 CALABASAS, CA 91302 ATTN: MONICA D'ANGELO-TOMEI (818) 251-9718

REVISIONS			
MARK	DATE	DESCRIPTION	

REVIEWED BY: _____

DATE: _____

DATE: _____



333 N. LANTANA ST, SUITE 207, CAMARILLO, CA 93010 PHONE: 805.322.4443 WEBSITE: WWW.EOSCCTLV.COM	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> SCALE: HORIZ. 1" = 30' </td> <td style="width: 50%; padding: 5px;"> VERT. PER PLAN </td> </tr> <tr> <td style="width: 50%; padding: 5px;"> WORK ORDER 0401 </td> <td style="width: 50%; padding: 5px;"> SHEET NO. 3 OF 6 </td> </tr> <tr> <td style="width: 50%; padding: 5px;"> DRAWN BY: JEA </td> <td style="width: 50%; padding: 5px;"> CHECKED BY: JLS </td> </tr> </table>	SCALE: HORIZ. 1" = 30'	VERT. PER PLAN	WORK ORDER 0401	SHEET NO. 3 OF 6	DRAWN BY: JEA	CHECKED BY: JLS
SCALE: HORIZ. 1" = 30'	VERT. PER PLAN						
WORK ORDER 0401	SHEET NO. 3 OF 6						
DRAWN BY: JEA	CHECKED BY: JLS						

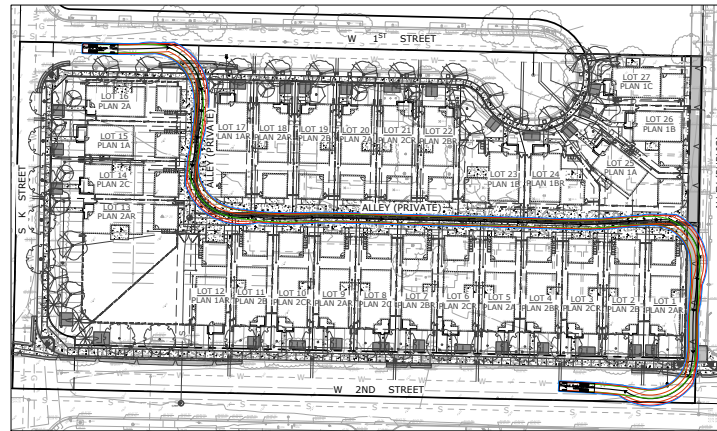


FIGURE 1: INGRESS 1ST STREET (EB) / EGRESS ALLEY (SB)
N.T.S.

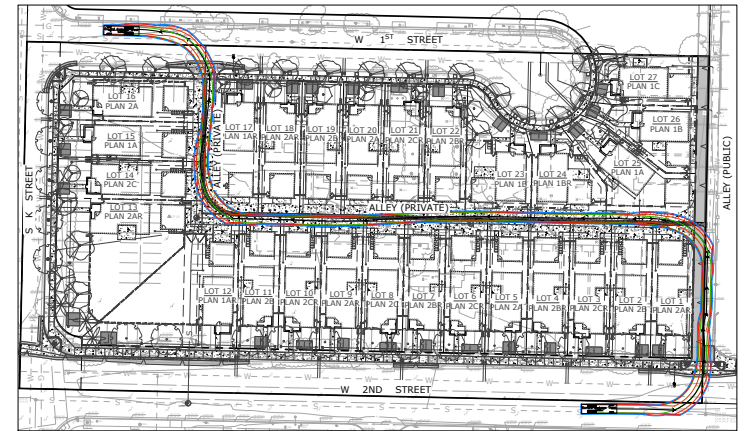


FIGURE 2: INGRESS ALLEY (NB) / EGRESS 1ST STREET (WB)
N.T.S.

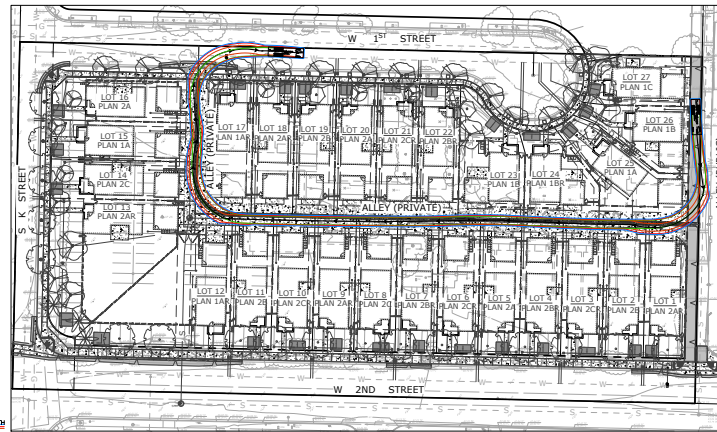


FIGURE 3: INGRESS ALLEY (SB) / EGRESS 1ST STREET (EB)
N.T.S.

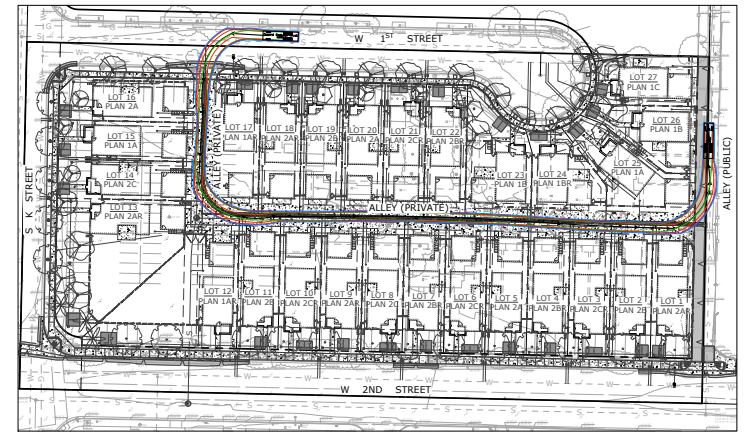
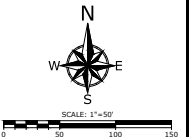
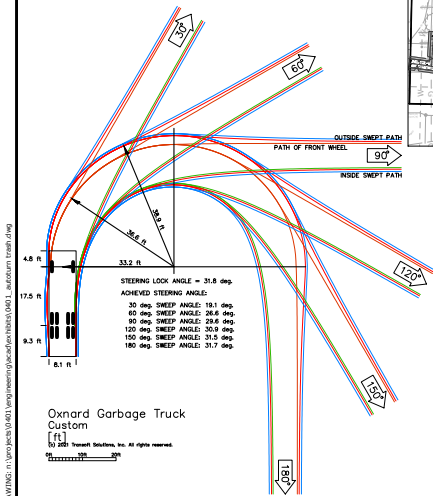
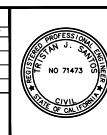


FIGURE 4: INGRESS 1ST STREET (WB) / EGRESS ALLEY (NB)
N.T.S.



REVISIONS			
NO.	DATE	DESCRIPTION	BY



ENCANTO PROJECT WASTE COLLECTION VEHICLE TURNING EXHIBIT CITY OF OXNARD	
SCALE: HORIZ. 1" = 50'	VERT. PER PLAN
WORK ORDER: 0401	DATE: 10/23/2021
DRAWN BY: BMS	PROJECT ENGINEER
CHECKED BY: TJS	R.C.E. 71473
SHEET NO. 6 OF 6	



ENCANTO

HOMES

October 19, 2022

City of Oxnard
Community Development
214 South C Street
Oxnard, CA 93030

Letter Stating Reasons for Pre-Application Request

Recent economic circumstances including the looming recession, construction material supply chain issues, rising interest rates, and a general low consumer outlook have led the construction lending industry to either stop lending or greatly constrain their underwriting guidelines.

Additionally, recent changes to the interpretation of existing density bonus law and inclusionary housing ordinance income and housing ratio calculations have made it cost prohibitive to develop the low-income units.

Given the above economic and lending trends, the deficit created by the low-income units impacts the appraised value of the project making construction financing unviable.

Therefore, we seek economic relief via the payment of the in-leu fee for the three designated low-income units.

Since the project is still governed by the State's density bonus law (AB 1763) the project will still comply with its requirement for the development of seven moderate income units.

Sincerely,

Henry Casillas, M.A.
Managing Member
Encanto Homes, LLC

Encanto

Payment of Affordable Housing In-Lieu Fees

22-600-03 (Pre-Application)

1101 & 1111 West Second Street & 1101 West First Street

Filed by: Henry Casillas

By: Ashley Golden, Acting Community Development Director
Assistant City Manager
Community Development Department

City Council
December 7, 2022



Project Description - Approved

2

- A 4.10-acre site subdivided for 27 detached single-family units, including seven affordable units, and dedication of approximately 1-acre of land for roadway improvements along all four sides of the proposed development
- Development project exempt pursuant to Section 15332 (In-fill Development Projects) of the CEQA Guidelines



Permit Process and Milestones

1. Developer voluntarily met w/ Fremont South Neighborhood - (10/17/19)
2. Pre-Submittal Review (Rcvd 11/25/2019)
3. SB330 Application (Rcvd 6/29/20)
4. Developer voluntarily met Fremont South Neighborhood - (10/29/20)
5. Development Applications Received (Rcvd 11/03/20)
6. Community Workshop / Fremont South Neighborhood (1/11/21)
7. Planning Commission Hearing (08/26/2021) - Development Permits
8. Planning Commission Hearing (12/2/2021) - Major Modification
9. City Council Hearing (1/18/2022) - Map
10. Affordable Housing In-Lieu Fee Request (10/19/22)

Pre-Application Request

- The subject Pre-Application process allows Council an opportunity to make individual comments concerning the affordable housing in-lieu fee payment request pursuant to Ordinance No. 2980.
- Pre-Application request by Henry Casillas to pay the City's Affordable Housing In-Lieu Fee (\$473,000) instead of constructing the three (3) low-income affordable housing units onsite for a proposed residential subdivision project consistent with Ordinance No. 2980.

● City's Inclusionary Ordinance No. 2980

- 10% of the units as affordable (3 units - Low-income)
- Section 10(a) of Ordinance 2980, a developer may make a written request to make an in-lieu Affordable Housing Payment to the City's Affordable Housing In-Lieu Fee Fund instead of providing units on or off site.

● Density Bonus

- Three (3) concessions and a 23% Density Bonus to allow 5 additional units above the base density of 22 units (27 Total Units)
- Requires 30% of the units as affordable (7 units - Moderate-Income).
- These units must be constructed onsite.

Affordable Housing Requirements

● Affordable Units

- Units shall be equity-shared deed restricted
- Since the project is still governed by the State's density bonus law (Government Code § 65915 - § 65918) the project will still comply with its requirement for the development of seven moderate income units.

Affordability Requirement Comparison			
	Low - Income	Moderate-Income	Inclusionary Fee
Current Approval	3 - Units @ 80% AMI	4 - Units @ up to 120% AMI	N/A
Requested Change	N/A	7 - Units @ up to 120% AMI	\$473,000

- Previous Affordable Housing In-Lieu Fee payment was \$5,000 per unit
- Updated Affordable Housing In-Lieu Fee payment is phased in a

Affordable Housing In-Lieu/ Per Unit			
Unit Type	Year 1 (July 1, 2020)	Year 2 (July 1, 2021)	Year 3 (July 1, 2022)
Single-Family	\$21,500	\$28,750	\$36,000
Multi-Family For Sale	\$20,250	\$27,625	\$35,000
Multi-Family For rent	\$17,868	\$22,934	\$28,000

- Developer submitted a SB 330 application on 6/29/20, locking in fees at the 2020 level.
- Affordable Housing In-Lieu Fee would equal \$473,000
 - [(22 Single-Family units) x (\$21,500)].

Applicant's Justification for Payment of In-Lieu Fee

- Recent economic circumstances:
 - looming recession,
 - construction material supply chain issues,
 - rising interest rates, and
 - a general low consumer outlook have led the construction lending industry to either stop lending or greatly constrain their underwriting guidelines.
- The deficit created by the three low-income units impacts the appraised value of the project making construction financing unviable.

Pursuant to Section 15378(b)(4) of the CEQA Guidelines, the Pre-Application process concerning the Affordable Housing In-Lieu Fee payment request is not a “project” under CEQA as the lead agency has determined with certainty that the a government funding discussion does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

Recommendation

10

That the City Council allow the payment of the City’s Affordable Housing In-Lieu Fee estimated at \$473,000 instead of constructing three low income affordable housing units onsite for an approved 27-unit residential project.

End of Presentation





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.2

DATE: December 7, 2022

TO: City Council

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

SUBJECT: Second Amendment to Professional Services Agreement A-8294 with Brown and Caldwell for Primary Clarifiers and Activated Sludge Basins Improvement Project PW 21-17. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the execution of a Second Amendment to a Professional Services Agreement with Brown and Caldwell to increase the not to exceed amount from \$1,173,413 to \$1,212,473 for additional design work required for the Primary Clarifiers & Activated Sludge Improvements.

(This item is categorically exempt from the California Environmental Quality Act pursuant to 14 C.C.R. § 15306)

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/jrff4X6KW-k>

BACKGROUND

On March 16, 2021, the City Council approved Agreement A-8294 with Brown and Caldwell, in the amount of \$843,344, for design services for the Primary Clarifiers and Activated Sludge Tanks Improvement Project. The initial scope of work included:

- Develop a clear and concise preliminary design report (PDR) outlining seismic requirements, odor control, improved access and site safety, new mechanical equipment, pipework and appurtenances, treatment process efficiency, and effluent water quality.
- Provide a complete set of design drawings, specifications, and bid documents that incorporate the results of the PDR.
- Provide a bid item list with a cost estimate to be used for budgetary purposes by the City.
- Provide bid and construction phase services and support.
- Develop record drawings representing the final installation.

On January 18, 2022, the City Council approved Amendment 1 to Agreement A-8294 with Brown and Caldwell, in the amount of \$330,069, for additional design services for the Primary Clarifiers and Activated Sludge Tanks Improvement Project. The amended scope of work included:

- Full rehabilitation and structural reinforcement for the primary clarifiers, including replacement of underground pipework
- Increased odor control efforts

- Decommissioning and eventual demolition of the bio-towers
- Additional mechanical/structural design and remediation for the activated sludge tanks
- Construction phase services associated with treatment process changes

Capital Improvement Program (CIP) Reference:

Project No. **186607** - Primary Clarifiers and Activated Sludge Tanks Improvement Project - CIP 2021-2026 - Adopted May 18, 2021 – Pages 161.

DISCUSSION

As part of the 50% design, Brown and Caldwell identified shortfalls in the existing programmable logic controller (PLC) and supervisory control and data acquisition (SCADA) equipment for the Primary Clarifiers. The PLC and SCADA equipment, originally installed in 1990, does not have enough input and output points to accommodate the new operational parameters of the Primary Clarifiers. The additional operational parameters, developed as part of the 50% design review with Wastewater Operations, Engineering, and Brown and Caldwell, will provide flexibility for sludge and scum pump runtime.

Brown and Caldwell provided a proposal for the additional work required to deliver a fully integrated design that will allow for:

- Prepare additional drawings and technical specifications to direct the construction and installation of the new PLC and associated wiring, conduit, and appurtenances required to integrate the new system, which will be in the existing building in the center of the Primary Clarifiers.

The proposal was reviewed by the Wastewater Division Manager and the Supervising Civil Engineer.

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 total amount of this Second Amendment to Agreement A-8294 with Brown and Caldwell shall not exceed \$39,060 with a new not to exceed contract amount of \$1,212,473 for professional design services. The Primary Clarifiers and Activated Sludge Basins Improvement Project No. 186607/MUNIS #C1814 has available appropriations of \$2,600,000 from the Wastewater Capital Bond Fund (617) for this phase of the Project.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8294 Second Amendment
2. A-8294 Original and First Amendment
3. Presentation

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment (“Second Amendment”) to the Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20____, by and between the City of Oxnard, a municipal corporation (“City”), and Brown and Caldwell (“Consultant”). This Second Amendment amends the Agreement entered into on March 16, 2021, by City and Consultant. The Agreement previously has been amended on January 18, 2022, by a First Amendment.

City and Consultant agree as follows:

1. The number of calendar days in Section 4 of the Cover Page of the Agreement is hereby amended to “1,195.”
2. The date in Section 5 of the Cover Page of the Agreement is hereby amended to “June 30, 2024.”
3. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to “\$1,212,473”
4. The reference to the Scope of Services Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also Scope of Services as of November 9, 2022 Exhibit. Scope of Services as of November 9, 2022 Exhibit, is attached hereto and incorporated herein by this reference.
5. The reference to the Rates and Costs Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Rates and Cost as of November 9, 2022 Exhibit. The Rates and Costs as of November 9, 2022 Exhibit is attached hereto and incorporated herein by this reference.
6. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

BROWN AND CALDWELL

Jennifer Yates,¹ _____
Date
Purchasing Agent

Michael V. Puccio,
Vice President² _____
Date

Adam Zacheis, Senior
Client Services Manager _____
Date

ATTEST:

Rose Chaparro, CITY Clerk _____
Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

¹ The City Council must authorize any agreement over \$200,000 annually. The City Manager may authorize any agreement over \$100,000 up to \$200,000 annually. The Purchasing Agent may authorize any agreement up to \$100,000 annually. All agreements shall be executed by the Purchasing Agent.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES AS OF NOVEMBER 9, 2022

Phase 810 – Primary Clarifiers PLC Design

BC will perform the following additional work as part of this Amendment. Refer to Attachment B for detailed scope.

- Task 1: Project Management – Manage the scope, cost, schedule, resources, quality process, and stakeholder engagement. This task also includes ongoing management and regular coordination efforts by the Project Manager.
- Task 2: Clarifier PLC Design – Prepare additional drawings and technical specifications to direct the construction and installation of the new PLC and associated wiring, conduit, and appurtenances required to integrate the new system, which will be in the existing building at the clarifiers.

Assumptions

This scope of work assumes the following:

- City is responsible for providing all required test results and as-builts of work completed for inclusion by Engineer for preparation of record documents.
- City will provide requested information by Engineer if available. Electronic format is preferred.
- City will provide Engineer access to the project site upon request

RATES AND COST AS OF NOVEMBER 2, 2022 EXHIBIT

Oxnard, City of (CA) -- PW-21-17 WWTP Improvements											
		Cilic, Frederick N	Tieman, William H								
Phase	Phase Description	PM		Total Labor Hours	Total Labor Effort	Total ODCs	GHD	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		\$196.63	\$194.10								
810	Primary Clarifiers PLC Design	16	8	24	4,699	0	33,360	33,360	33,360	34,361	39,060
001	Project Management	16	0	16	3,146	0	3,360	3,360	3,360	3,461	6,607
002	Clarifier PLC Design	0	8	8	1,553	0	30,000	30,000	30,000	30,900	32,453
GRAND TOTAL		16	8	24	4,699	0	33,360	33,360	33,360	34,361	39,060
Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.											



320 Goddard Way, Suite 200
Irvine, California, 92618
United States
www.ghd.com

Our ref: 11227105

August 08, 2022

Brown and Caldwell
Attention: Nick Cilic
451 A Street
Suite 1500
San Diego, CA 92101

Re: Proposal for additional Professional Services for Oxnard OWTP Primary Clarifiers and Activated Sludge Basins Improvement Project #PW-21-17 Change Order 02

Dear Mr. Cilic:

Thank you for the opportunity to continue to provide professional services as a subconsultant to support the engineering planning and design of the improvements relating to the primary clarifiers and permitting for the City of Oxnard (CITY) project referenced above, at the Oxnard Wastewater Treatment Plant (OWTP), located at 6001 South Perkins Road, Oxnard, CA 93033. GHD Inc. (CONSULTANT) is pleased to offer the following additional scope of work to Brown and Caldwell (CLIENT), as **Change Order 02** for your consideration.

As requested, we submit the following scope of work to design the clarifiers control Panel (PLC) and produce the drawings and specification. The design will be per the City of Oxnard and OWTP requirement and specifications. This design will be incorporated to the GHD portion of the final design.

GHD Inc (ENGINEER) offers the following Scope of Work, attached as **Exhibit A**, for lump sum basis of **\$33,360**, described in the attached **Exhibit B**. This offer is subject to the CONSULTANT terms and conditions provided, as to be reviewed and agreed upon by CONSULTANT and is valid for acceptance for a period of 60 days from the date of this offer. Should you have any question or comments regarding this scope and fee proposal, please do not hesitate to contact the undersigned

Should you have any question or comments regarding this scope and fee proposal, please do not hesitate to contact the undersigned.

Sincerely,
GHD

Frederick Tack | A GHD ASSOCIATE
PE (AZ, CO, TX), MS, ENV SP, PACP, M.ASCE
Project Manager
M 602 826 0509 E Frederick.Tack@ghd.com

Abhay Hanamasager
PMP
Business Group Leader
D 949 585 5215 E abhay.hanamasagar@ghd.com

GHD

Address – 320 Goddard Way, Suite 200, Irvine, CA 92618 USA

Exhibit A – Scope of Work

Task 1 – Project management

Task 1.1 – Project management

ENGINEER will manage the scope, cost, schedule, resources, quality process, and stakeholder engagement. This task also includes ongoing management and regular coordination efforts by the Project Manager to manage the subconsultant.

Task 2 – Clarifier PLC design

Task 2.1 – Prepare additional PLC drawings for clarifier

CONSULTANT will prepare additional drawings to direct the construction and installation of the new PLC and associated wiring, conduit, and appurtenances required to integrate the new system, to be located in the existing building at the clarifiers.

The drawings will be prepared to a final design level of completion and included and amended to the current drawings in progress.

Task 2.2 – Prepare additional PLC specifications for clarifier

CONSULTANT will prepare additional technical specifications to direct the construction and installation of the new PLC and associated wiring, conduit, and appurtenances required to integrate the new system, to be located in the existing building at the clarifiers.

The specifications will be prepared to a final design level of completion and included and amended to the current technical specifications in progress.

Assumptions and Exclusions

ENGINEER assumed or excluded the following for the provision of the professional services as outlined below, as part of the Scope of Work and Fee.

1. CLIENT is responsible for all regulatory permit, application, or review fees. Not ENGINEER.
2. CLIENT is responsible for providing all required test result, and as-builts of work completed for inclusion by ENGINEER in AOC and for preparation of record documents.
3. CLIENT will provide requested information by ENGINEER if available. Electronic format is preferred.
4. CLIENT will provide ENGINEER access to the project site upon request.

Exhibit B – Fees

Description		Project Director	Electrical Engineer	Design Engineer	Total Hours	Labor Total	Estimated Project Total
		<i>F. Tack</i>	<i>M. Marhdi</i>	<i>T. Abell</i>			
		\$210	\$210	\$150			
Task1	Project management	16	0	0	16	\$3,360	\$3,360
Subtask 1.1	Project management	16	0	0	16	\$3,360	\$3,360
Task2	Clarifier PLC Design	0	50	130	180	\$30,000	\$30,000
Subtask 2.1	Prepare additional PLC drawings for clarifier	0	25	90	115	\$18,750	\$18,750
Subtask 2.2	Prepare additional PLC specifications for clarifier	0	25	40	65	\$11,250	\$11,250
Total Labor Hours		16	50	130			
Estimated Project Total		\$3,360	\$10,500	\$19,500	196	\$33,360	\$33,360

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 16, 2021
- (2) Consultant: Brown and Caldwell
- (3) Services: Design and Documentation for Primary Clarifiers and Activated Sludge Basins Improvement Project.
- (4) Schedule of Services: The services must be completed within 730 calendar days of the Agreement Start Date listed above.
- (5) Agreement Ending Date: March 15, 2023
- (6) Total Agreement Amount: \$843,344
- (7) City's Project Manager: Timothy Beaman, Project Manager
- (8) Consultant's Project Manager: Adam Zacheis, Project Manager
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

1000 Wilshire Boulevard, Suite 1690
Los Angeles, CA 90017
Attn: Adam Zacheis, Project Manager

FOR CITY:

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93033
Attn: Timothy Beaman, Project Manager

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

azacheis@brwnncald.com

CITY'S PROJECT MANAGER:

timothy.beaman@oxnard.org

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)



AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and

indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

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

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

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

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

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

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

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

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

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

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or

impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnites from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

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

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

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

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

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

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

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

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

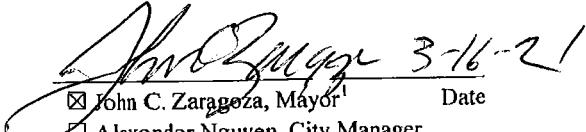
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

BROWN AND CALDWELL

 3-16-21
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ Buyer

 March 10, 2021
 Michael V. Puccio,² Date
 Vice President

ATTEST:

 3/16/21
 Rose Chaparro, City Date
 Clerk (only if Mayor signs)

APPROVED AS TO FORM:

 3-1-21
 Stephen M. Fischer, City Date
 Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 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; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

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

CITY OF OXNARD

BROWN AND CALDWELL

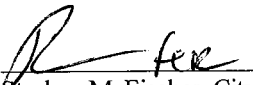
☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ Buyer

Michael V. Puccio,² _____ Date
 Vice President

ATTEST:

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

APPROVED AS TO FORM:

 3-1-21
 Stephen M. Fischer, City Attorney (always required) _____ Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 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; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

This work includes the design, specifications, and bid documents for the Oxnard Wastewater Treatment Plant (OWTP) Primary Clarifiers and Activated Sludge Basins Improvement Project (Project). A duration of eight (8) months is expected for the project's completion.

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard Public Works (City). The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget.
2. Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's engineering and operations staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three (3) business days of the meeting. The Consultant shall assume three (3) hours for the kick-off meeting with staff members.
3. Progress Meetings. Consultant shall attend monthly meetings at the City for the duration of the project and budget for eight (8) meetings. As part of the effort, the Consultant is responsible for developing meeting information and agenda prior to the meeting and meeting minutes within three (3) business days following the meeting with complete action tracking log. The Consultant shall assume two (2) hours for each meeting.
4. Project Schedule. Consultant shall develop a project schedule at the beginning of the project that covers preliminary design, recommendations, design drawings, specifications, construction cost estimate, bid documents, and bid/award support services. Project schedule shall be updated within two (2) weeks of the kickoff meeting.
5. Project Communication. Consultant shall develop a communications protocol to be followed by all team members to be submitted within one (1) week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.
6. Project Coordination. Consultant shall coordinate all of the services of sub-consultants including site visits, site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.
7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall

include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City.

8. Monthly Invoicing. The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

Task 2: Data Gathering, Site Visit, and Preliminary Design Report

The Consultant shall create a preliminary design report (PDR) equivalent to the 30% design level, for both the activated sludge basins and the primary clarifiers, which includes various components such as design criteria, process design, structural, mechanical, electrical, and instrumentation and control design, and construction cost estimates. The PDR shall include a summary of design assumptions and design points. The Consultant shall review existing record drawings, reports, condition assessments, and design drawings currently in development to further understand the existing conditions. The City has several past reports completed by different consultants regarding the condition and proposed improvements of the activated sludge basins and the primary clarifiers. The Consultant will be provided with copies of these reports for review and possible acceptance, understanding that the PDR developed as part of this project shall comply with current seismic code and be stamped by a professional engineer accepting responsibility for its contents. In addition the Consultant shall interview Operation's Staff on how each process is currently operating. The Consultant shall undertake a field visit to collect information required to produce a PDR. Specific project scope elements, which are to be evaluated in the PDR and ultimately incorporated into the final design and bid documents, include the following:

1. Primary Clarifiers

A. Structural Design: Consultant shall develop a 30% structural design based upon previous reports and their own assessment. Design shall incorporated seismic retrofitting, concrete and reinforcement repair, crack repair, material design, types and strengths, coating requirements, and anchoring. Access, including outlet box, stairways, bridges, ladders, grating, and walkways shall be included as part of the structural design.

B. Mechanical Design: The mechanical design shall include, but not be limited to, isolating valves, odor control, sludge scraper/skimers, scraper frame, scraper drive mechanism, primary sludge pumps, and primary scum ejector pumps. The launders, launder supports, and bridges 2 & 4 were replaced in May 2020 and must be protected in place as part of this design.

C. Electrical Design: The Consultant shall develop a 30% electrical design based upon the criteria and findings from the above tasks. The design shall consider available power, and location of power source. The Consultant shall provide a single-line diagram as part of the 30% submittal.

2. Activated Sludge Basins

A. Structural Design: Consultant shall develop a 30% structural design based upon previous reports and their own assessment. Design shall incorporate seismic retrofitting, concrete and reinforcement repair, material design, types and strengths, coating requirements, and anchoring.

B. Process Design: Complete initial process design utilizing operational requirements. Initial process design shall include major design parameters including biological loading analysis, water quality requirements, and the future demolition of the bio-towers. The Consultant shall provide associated process flow diagrams and process and instrumentation diagrams.

C. Mechanical Design: Mechanical design criteria shall be developed based on the process requirements and existing hydraulic conditions. The mechanical design shall include, but not be limited to, isolating valves and gates, aeration piping, suitability of existing blowers, aeration control valves, metering/control devices, diffusers (type, manufacturer, and quantity), analyzers and sensors.

D. Electrical Design: The Consultant shall develop a 30% electrical design based upon the criteria and findings from the above tasks. The design shall consider lighting, control valves, sensors, available power, and location of power source. The Consultant shall provide a single-line diagram as part of the 30% submittal.

E. Instrumentation and Control Design: Consultant shall provide an instrumentation and control design based on the new SCADA design and interviews with staff to determine the most efficient long-term operational strategies and instrumentation and control design. The narrative shall also include a description of start-up process, continuous operation, proposed interlocks, and other control expectations/requirements.

3. Preliminary Construction Schedule: The Consultant shall include a preliminary construction schedule indicating the proposed sequence of work, durations, critical milestones, logic ties, and critical path.

4. List of Drawings and Specifications: The preliminary design submittal shall include a list of anticipated technical specifications and drawings for all aspects of the facilities construction including civil, structural, mechanical, demolition, and electrical and instrumentation.

5. Proposed Construction Sequencing: The Consultant shall provide a proposed construction sequencing that will support an optimum construction schedule. Factors to consider include, but are not limited to, the ability to continuous operation of the activated sludge basins and primary clarifiers.

Deliverable

The PDR shall be organized with separate sections for the primary clarifiers and activated sludge basins. Each section or subsection shall fully document the options considered, analysis performed, references used, assumptions made, basis of design assumptions, Consultant's recommendations, and basis of the recommendations. Each section and subsection of the PDR shall be presented in the format of a narrative report with figures, tables, flow diagrams, and other exhibits and to sufficient detail to allow the City to fully understand the design intent and long-term operational requirements. The PDR shall be submitted in editable electronic Word

version of the draft PDR report, including 11 x 17 schematic drawings and preliminary cost estimates for the City's review.

Task 3: Permitting

The Consultant shall develop a Permit Plan for the project. The Permit Plan will identify all permits required for the design and construction. The Permit Plan shall include, at a minimum, the following:

1. Coastal Development Permit.
2. Ventura County Air Pollution Control District.
3. The Consultant shall perform and prepare all required CEQA documentation (i.e. CEQA checklist, initial study, notice of preparation, etc.) and supporting environmental information (i.e. Categorical Exemption, Negative Declaration, Environmental Impact Report, etc). The Consultant shall be responsible for all public notices, mailings and filing fees. For budgetary purposes, Consultant shall include \$30,000 in its budget for a categorical exemption, negative declaration, or mitigated negative declaration as a total estimate for the permitting work. The Consultant shall be responsible for all CEQA documentation, and shall incorporate any mitigation required by an environmental determination into the facility design.
4. All permits deemed to be the responsibility of the City shall be obtained by the Consultant on the City's behalf. The City will provide payment for all permit fees.

Task 4: 50% Design Services

The Consultant shall create a design, equivalent to the 50% design level, incorporating the approved basis of design and recommendations presented in the PDR. Under this subtask, the bulk of the preliminary design work shall be completed. The Consultant shall produce the following 50% design deliverables:

1. Title Sheet
 - Vicinity and location maps with contacts
 - Table of Contents
 - Drawing index ,general notes, symbols, abbreviations, and legends
 - Standard Details
2. Demolition:
 - Site Plan
 - Removal Plans
 - Details
 - Protection Requirements
 - Asbestos and Harmful Materials Testing
3. Structural
 - Structural Plans and Sections
 - Concrete Repair and Rehabilitation
 - Reinforcing Details

- Full Section Cuts
- Material Specifications
- Connection and Anchoring Details
- Elevations
- 4. Process Design
 - Full process diagrams
 - Instrumentation diagrams
- 5. Mechanical Design
 - Mechanical plans including coordination with structural, electrical, and instrumentation & controls
 - Equipment layout plans
 - Blowers
 - Piping plans and elevations
 - Pipe support details
 - Diffusers
 - Primary sludge pumps
 - Primary scum ejector pumps
 - Odor control
 - Weir covers
 - Materials specifications
 - Equipment specifications
 - Coating specifications
- 6. Electrical Design
 - Preliminary electrical loading and demands
 - Preliminary electrical equipment layout plans
 - Electrical single line diagram
 - Preliminary cable and conduit schedule
 - Panel schedule
- 7. Specifications
 - Preliminary technical specification with draft text in all sections
- 8. Construction Cost Estimate
 - The Consultant shall prepare an estimate of probable construction cost for the 50% design package. The cost estimate shall be transmitted along with the 50% design package.

Deliverable

50% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

Task 5: Final Design Services

1. 90% Design: Drawings and specifications from the preliminary design phase shall be modified to account for any remaining design changes as a result of the preliminary (50%) design review. At the end of the 90% design phase, drawings and specifications shall be complete. The following tasks are to be completed:

- Demolition plans and details
- Structural drawings and details
- Mechanical drawings and details
- Electrical drawings (equipment, instrumentation) and details
- Instrumentation and control drawings
- Complete Specifications
- Construction cost estimate

Deliverable

90% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

2. Final Design Submittal: During the final design phase, final comments from the 90% design submittal shall be incorporated into the drawings and specifications. This final submittal will not be reviewed by the City and will be considered the bid set. Tasks include:

- Production of final engineering drawings
- Production of final engineering specifications
- The Consultant shall prepare an estimate of probable construction cost for the 100% design package. The cost estimate shall be transmitted along with the final 100% design package

Deliverable

Final drawings shall be signed and sealed by a professional civil engineer registered by the State of California. The Consultant shall provide three (3) sets of 11" x 17" drawings, three (3) sets of 22" x 34" (D Size) drawings, four (4) sets of specifications, and one (1) electronic copy in PDF format of the final design package for bid purposes. All drawings shall be prepared using a version of AutoCAD 2018 or later and .dwg files be delivered to the City as part of the final submittal.

Task 6: Bid Phase Services

The Consultant shall provide assistance to the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

1. Response to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. Consultant shall provide a written response to questions within two (2) business days of questions received during the bidding period. The responses shall be provided in short memorandum format with the question and response shown.
2. Attendance and participation in the mandatory pre-bid meeting.

3. The Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

Task 7: Construction Phase Services

Engineering services during construction (ESDC) shall include, at a minimum, the following:

1. Preconstruction Meeting: Attendance and participation in the Pre-Construction Meeting.
2. Project Progress Meetings: Attendance and participation in the Monthly Project Progress Meetings with the City and the Construction Manager to discuss the status of the Project and potential Project issues. The Consultant shall budget two (2) hours for each Project Progress Meeting, and one (1) hour travel time to and from meeting for a total of three (3) hours. The Consultant shall budget for a twelve month duration for the construction phase.
3. Submittal Review: Consultant shall review all shop drawing and material submittals transmitted by the construction contractor. The Consultant shall budget for a total of 20 submittals and a minimum of three (3) hours for the first review. The Consultant shall budget for 25% of all submittals and will require a resubmittal and additional review with a minimum of 1.5 hours budgeted for each resubmittal.
4. Change Order Review: Consultant shall review all change order requests submitted by the construction contractor. The Consultant shall review each request and make a formal statement regarding entitlement and the merit of the contractor's request. The Consultant shall budget for three (3) change order requests to be submitted during the construction phase. The Consultant shall budget a minimum of eight (8) hours for each change order request.
5. Project Close-out: The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation.
6. Record Drawings: The Consultant shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be prepared using a version of AutoCAD 2018 or later and shall be transmitted to the City within 30 calendar days of receipt of the contractor's red-line drawings. Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats. In addition, the Consultant shall submit three (3) hard copies of the record drawings on 22" x 34" bond paper.

RATES AND COSTS EXHIBIT

Staff Name	Classification/Title	Rates
Adam Zacheis	Managing Engineer	\$299.52
Rion Merlo	Executive Engineer	\$284.50
David May	Executive Engineer	\$278.83
Christopher Kindle	Managing Engineer	\$244.08
William Agster	Supervising Construction Engineer	\$242.20
Eric Falken	Managing Engineer	\$224.26
Melvin Ridley	Supervising Engineer	\$211.92
Daniel Goodburn	Supervising Construction Engineer	\$205.42
Nick Cilic	Supervising Engineer	\$196.63
Hannah Ford	Senior Engineer	\$191.10
David Shroyer	Principal Construction Engineer	\$189.31
Seppi Henneman	Supervising Engineer	\$171.31
Tarek Gadd	Senior Engineer	\$172.73
Alex Rivas	Supervising Designer	\$167.64
Cheryl Dilks	Senior Engineer	\$129.98
Christopher Resop	Principal Designer	\$122.04
Emma Surio	Project Analyst III	\$113.78
Windsor Lee	Engineer II	\$104.90
Ryan Mangosong	Engineer II	\$95.52
Kathleen Yoshida	Word Processor IV	\$86.44
Accountant II		\$86.44

Phase	Phase Description	Total BC Labor Hours	Total BC Labor Effort	Total ODCs	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
100	Program Management	322	76,014	950	42,600	43,550	44,828	120,842
200	Data Gathering, Site Visit and PDR	590	109,770	3,500	75,600	79,100	81,368	191,138
300	Pemitting	18	3,198	0	30,000	30,000	30,900	34,098
400	50% Design Services	606	108,957	1,500	64,410	65,910	67,842	176,800
500	Final Design Services	688	122,800	3,000	80,110	83,110	85,513	208,313
600	Bid Phase Services	62	12,786	1,700	14,380	16,080	16,511	29,297
700	Construction Phase Services	194	37,391	1,350	42,830	44,180	45,465	82,856
GRAND TOTAL		2,480	470,917	12,000	349,930	361,930	372,428	843,344
Hours and Dollars are rounded to nearest whole number.								

Hours and Dollars are rounded to nearest whole number

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE					
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YYYY)				
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 _____ 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 CITY AGREEMENTS/PERMITS						
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS					
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">EACH OCCURRENCE</th> <th style="width: 50%;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td></td> </tr> </table>		EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____
EACH OCCURRENCE	AGGREGATE						
☐ 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: INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or - If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed: _____					

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ Telephone: (____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed _____	

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“First Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 18th day of January, 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Brown and Caldwell (“Consultant”). This First Amendment amends the Agreement entered into on March 16, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The amount in Section 7 of the Cover Page of the Agreement is hereby amended to “\$1,173,413”.
2. The reference to the Scope of Services Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Scope of Services as of January 18, 2022, Exhibit. The Scope of Services as of January 18, 2022, Exhibit is attached hereto and incorporated herein by this reference.
3. The reference to the Rates and Costs Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Rates and Costs as of January 18, 2022 Exhibit. The Rates and Costs as of January 18, 2022, Exhibit is attached hereto and incorporated herein by this reference.
4. The following Section 38 Iran Contracting Act Certification shall be added to the Agreement.

“In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.”
5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

BROWN AND CALDWELL

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

Michael V. Puccio, Vice President² _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES AS OF JANUARY 18, 2022 EXHIBIT

Task 1: Program Management

Most Project Management activities are covered as part of the original contract. Brown and Caldwell will perform additional project management associated with the work as part of the First Amendment, including:

- Management of efforts of the Project Team including representatives from the City of Oxnard (City).
- Four additional progress meetings including preparation of meeting agendas and meeting minutes.
- Update project schedule to incorporate Amendment No. 1 tasks. Coordination with the City PM on revisions to the project and construction schedule.
- Project communication and coordination for all of the services related to the Amendment, including but not limited to coordination of meetings, site visits and communication between City staff and design team staff, including sub consultants.
- Additional QA/QC efforts associated with the expanded scope identified herein.

Task 2: Data Gathering, Site Visits and Preliminary Design Report

Brown and Caldwell will perform the following additional work as part of this Amendment:

- A life cycle analysis to determine the best diffuser selection for the OWTP. The analysis will evaluate up to four (4) different diffuser manufacturers/styles. The life cycle cost analysis will be completed on a 30-year cycle. It is assumed that the City will provide information such as the average power cost expected over the next 30 years, and any incentive/rebate information that may be available for installing energy efficient equipment. The life cycle analysis will incorporate the following:
 - Factors that are monetized:
 - Capital Cost
 - Energy Cost
 - Maintenance/Replacement frequencies and costs
 - Total life cycle cost
 - Factors that are included but not monetized:
 - Blower compatibility
 - Vendor competition
 - Ease of parts replacement
 - Confirmed installation history
 - Diffuser types to be evaluated:
 - Sanitaire EPDM membrane
 - EDI Nanopore Mini Panel
 - EDI Nanopore 9" Disc Diffuser
 - OTT Magnum Flexsil Tube Diffuser
 - Aerostrip Panels
- A short TM (up to 10 pages) will be developed documenting the results. It is assumed that the results will be presented to the City in a virtual 1-hour workshop. It is assumed that three staff from Brown and Caldwell are present at the virtual workshop. The

purpose of the workshop is to confirm the recommended diffuser and decide on a bidding method (i.e. competitively bid multiple vendors or to sole source). All results will be based on the PDR BioWin outputs which will be transmitted to the various vendors. The vendors will provide airflow and pressure loss calculations for BC's review and incorporation into this analysis.

- Process modeling of the AST's evaluating parallel mode vs serpentine mode, including the integration of anaerobic selector zones. Results to be incorporated into the PDR.
- Optimization evaluation of the existing CEPT system based on recent water quality data. Results to be incorporated into the PDR.
- Analyze alternatives for splitting flow evenly into the AST's using hydraulic modeling methods and recommend the most-suitable alternative considering feasibility, effectiveness and high-level cost. Primary clarifier effluent and RAS discharge will be considered in the evaluation. A comparison of alternatives using the hydraulic model will be incorporated into the PDR.
- Mechanical, structural, electrical and instrumentation design elements associated with the conversion of the existing AST's from fully aerobic to operation with anaerobic zones as recommended by process modeling. The modifications relating to anaerobic control zones include but are not limited to baffle walls, mixers, and demolition of existing equipment. Results to be incorporated into the PDR.
- Miscellaneous mechanical items at the ASTs including replacement of the 3W water lines and valves at the ASTs (3 hose connections per tank) along with foam spray piping and nozzles. Replacement of existing AST drain valves (mud valves) at each AST.
- Mechanical and structural design elements associated with the recommended hydraulic (flow splitting) improvements throughout the aeration basins, including the primary clarifier effluent flow and RAS discharge into the AST's. Capacity impacts to existing interstage and RAS pump stations will be included in the evaluation. However, pump modifications are not included. Results to be incorporated into the PDR.

Task 4 – 50% Design Services

Brown and Caldwell will perform the following additional work as part of the First Amendment:

- Preparation of 50% level drawings including additional general, structural, mechanical, electrical and instrumentation drawings pertaining to the ASTs and primary clarifiers to reflect the scope items herein and the improvements provided within the PDR.
- Additional specifications to be included as part of the 50% design package to incorporate the improvements provided in the PDR.

Task 5 – Final Design Services

Brown and Caldwell will perform the following additional work as part of the First Amendment:

- Preparation of 90% and Final Design drawings including additional general, structural, mechanical, electrical and instrumentation drawings pertaining to the ASTs and primary clarifiers to reflect the recommended improvements.
- Additional specifications to be included as part of the 90% and Final Design packages to incorporate the recommended improvements.

Task 6 - Bid Phase Services

Brown and Caldwell will perform the following additional work as part of the First Amendment:

- Responses to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period.
- Incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

Task 8 – GHD Amendment

GHD Inc. (CONSULTANT) will perform the following additional work as part of the First Amendment.

Subtask 8.1 - Additional structural analysis and design

Effort relating to Subtask 8 items listed below, is limited to the hours defined in Task 8 – GHD Inc. Fee Estimate of the Rates and Costs as of Rates and Costs as of January 18, 2022, Exhibit.

Subtask 8.1.1 – Structural Evaluation and Analysis - Existing structures

Additional CONSULTANT effort relating to analysis of the primary clarifiers includes the following:

- Structural analysis of the existing clarifiers main structural system based on available record information, information from previous tests performed and reports, and methods presented in ASCE 7-16 and the 2019 California Building Code.
- Summary of the structural analysis findings and proposed clarifiers' retrofit/rehabilitation design will be included in final PDR submittal.
- Clarifiers' retrofit/rehabilitation design will be incorporated in 50% design submittal
- Clarifiers' retrofit/rehabilitation design will be incorporated in final design submittal

Consultant analysis will be summarized in a standalone technical memorandum, and included with the 50 percent complete design, and will serve as the basis for the design.

Subtask 8.1.2 – Structural design - proposed improvements

GHD Inc. will complete additional structural design for the change in the collection of the primary clarifier scum, prior to conveyance to the thickeners. Design will be included in the updated 30 percent complete design drawings.

Subtask 8.1.3 – Structural evaluation and design update to PDR

Based on the results of Task 8.1.1 and 8.1.2 above, GHD Inc. will update findings and recommendations in the Preliminary Design Report (PDR), related to the structural conditions and rehabilitation.

Subtask 8.1.4 – Addition structural 50% Design

Based on feedback from CITY on 30 percent complete design, GHD Inc. will update and expand on the design of the additional structural elements identified above to a 50 percent level of completion and will include in the 50 percent submittal package.

Subtask 8.1.5 – Addition structural Final Design

Based on feedback from CITY on 50 percent complete design, GHD Inc. will update and finalize the design of the additional structural elements identified above and will include in the final design submittal package.

Subtask 8.1.6 – Addition structural Construction Phase Services

GHD Inc. will provide additional construction phase services including shop drawing and material submittal review, general observation, and additions to the record drawings, regarding the additional structural elements as identified above.

Subtask 8.2 – Additional site civil design - Pavement replacement around the primary clarifiers

Effort relating to Subtask 8 items listed below, is limited to the hours defined in Task 8 – GHD Inc. Fee Estimate of the Rates and Costs as of January 18, 2022, Exhibit.

Subtask 8.2.1 – Pavement Replacement 50% Design

As requested, and directed by CITY, GHD Inc. will prepare the design drawings and details for the removal and replacement of the existing pavement around the primary clarifiers to the limits prescribed by CITY. GHD Inc. design will be based on available, previous geotechnical recommendations, or on a replace in kind basis. This design will include an additional plan sheet for pavement, and existing surface feature removal, and/or salvage, and for replacement by detail or specification, and will be included in the 50 percent submittal package.

Subtask 8.2.2 – Pavement Replacement Final Design

Based on feedback from CITY on 50 percent complete design, GHD Inc. will update and finalize the pavement replacement design, and will include in the final design submittal package.

Subtask 8.2.3 – Pavement Replacement Bid Support

During the bid portion of this project, GHD Inc. will support CITY and CLIENT (Brown and Caldwell) efforts, relating to the pavement replacement design, including responding to bidder questions, and preparation of the conformed documents.

Subtask 8.2.4 – Pavement Replacement Construction Phase Services

GHD Inc. will provide construction phase services related to the pavement replacement, including shop drawing and material submittal review, general observation, and additions to the record drawings.

Subtask 8.3 – Additional design - Scum and primary sludge piping replacement

Effort relating to Subtask 8 items listed below, is limited to the hours defined in Task 8 – GHD Inc. Fee Estimate of the Rates and Costs as of January 18, 2022, Exhibit.

Task 8.3.1 – Subgrade piping replacement 50% Design

As requested, and directed by CITY, GHD Inc. will prepare the design drawings and details for the removal and replacement of the existing scum and primary sludge piping from each clarifier

to the limits of the pavement replacement around the primary clarifiers. GHD Inc. design will be based on available as-built information and excludes potholing and subsurface utility exploration. This design will include up to four additional plan sheets for piping layout and profile and will include trench bedding and backfill requirements by detail or specification and will be included in the 50 percent submittal package.

Subtask 8.3.2 – Subgrade piping replacement Final Design

Based on feedback from CITY on 50 percent complete design, GHD Inc. will update and finalize the subgrade piping design, and will include in the final design submittal package.

Subtask 8.3.3 – Subgrade piping replacement Bid Support

During the bid portion of this project, GHD Inc. will support CITY and CLIENT (Brown and Caldwell) efforts, relating to the subgrade piping replacement design, including responding to bidder questions, and preparation of the conformed documents.

Subtask 8.3.4 – Subgrade piping replacement Construction Phase Services

GHD Inc. will provide construction phase services related to the subgrade piping replacement, including shop drawing and material submittal review, general observation, and additions to the record drawings.

Subtask 8.4 – Additional design – Odor control alternatives

Effort relating to Subtask 8 items listed below, is limited to the hours defined in Task 8 – GHD Inc. Fee Estimate of the Rates and Costs as of January 18, 2022, Exhibit.

Subtask 8.4.1 – Additional odor control improvements 30% design

As requested, and directed by CITY, GHD Inc. will prepare the design drawings and details for the addition of odor control covers over the launders, and connection to the new odor control system. GHD Inc. design will be based on the implementation of a single, biological odor control system. This design will include up to four additional plan sheets for launder cover design and connections and by detail or specification and will be included in the 30 percent submittal package.

Subtask 8.4.2 – Additional odor control improvements 50% design

Based on feedback from CITY on 30 percent complete design, GHD Inc. will update and expand the additional odor control improvements design to a 50 percent level of completion and will include in the 50 percent submittal package.

Subtask 8.4.3 – Additional odor control improvements Final design

Based on feedback from CITY on 50 percent complete design, GHD Inc. will update and finalize the additional odor control improvements design and will include in the final design submittal package.

Subtask 8.4.4 – Additional odor control improvements Bid Support

During the bid portion of this project, GHD Inc. will support CITY and CLIENT (Brown and Caldwell) efforts, relating to the additional odor control improvements design, including responding to bidder questions, and preparation of the conformed documents.

Subtask 8.4.5 – Additional odor control improvements Construction Phase Services
GHD Inc. will provide construction phase services related to the additional odor control improvements, including shop drawing and material submittal review, general observation, and additions to the record drawings.

RATES AND COSTS AS OF JANUARY 18, 2022, EXHIBIT

Table 1. Phase Breakdown and Fee Summary			
Phase	Description	Labor Hours	Effort
100	Program Management	223	\$49,887
200	Data Gathering, Site Visit and PDR	464	\$79,488
400	50% Design Services	252	\$42,376
500	Final Design Services	255	\$42,973
600	Bid Phase Services	27	\$4,656
800	GHD Amendment	625	\$110,689
Amendment No. 1 Subtotal		1,846	\$330,069
Original Contract Subtotal		4,450	\$843,344
Total Fee (including Amendment)		6,296	\$1,173,413

320 Goddard Way Suite 200
Irvine, California 92618
United States
www.ghd.com



Task 8 - GHD Inc. Fee Estimate

Task 8	Project Director	Project Manager	Structural Lead	Structural PE	Structural QA/QC	Structural Drafter	Odor Control Designer	Design Drafter	Field Inspector	Site Civil	Estimate Project Total
	Mark Donovan \$285	Frederick Tack \$210	Francisco Andrade \$240	TBD \$155	Samantha Moose \$210	TBD \$125	Lisa Dietrich \$140	Nichole Gerszewski \$125	David Hillard \$155	Steve Townsend \$195	
Task 8 Description											
Subtask 8.1 Additional structural analysis and design	2	12	132	72	16	24	0	0	24	0	\$56,070
Subtask 1.1 Structural Evaluation and Analysis - Existing structures	0	2	60	4	0	0	0	0	0	0	\$15,440
Subtask 1.2 Structural design - proposed improvements	0	2	16	4	0	0	0	0	0	0	\$4,880
Subtask 1.3 Structural evaluation and design update to PDR	1	2	24	0	8	0	0	0	0	0	\$8,145
Subtask 1.4 Addition structural 50% Design	0	2	12	24	4	24	0	0	0	0	\$10,860
Subtask 1.5 Addition structural Final Design	1	2	12	24	4	0	0	0	0	0	\$8,145
Subtask 1.6 Addition structural Construction Phase Services	0	2	8	16	0	0	0	0	24	0	\$6,540
Subtask 8.2 Additional site civil design - pavement replacement around the primary clarifiers	1	22	0	0	0	0	0	32	16	22	\$15,675
Subtask 2.1 Pavement Replacement 50% Design	0	8	0	0	0	0	0	16	0	8	\$5,240
Subtask 2.2 Pavement Replacement Final Design	1	8	0	0	0	0	0	16	0	8	\$5,525
Subtask 2.3 Pavement Replacement Bid Support	0	4	0	0	0	0	0	0	0	4	\$1,620
Subtask 2.4 Pavement Replacement Construction Phase Services	0	2	0	0	0	0	0	0	16	2	\$3,290
Subtask 8.3 Additional design - scum and primary sludge piping replacement	0	20	0	0	0	0	50	48	8	0	\$18,440
Subtask 3.1 Subgrade piping replacement 50% design	0	8	0	0	0	0	24	24	0	0	\$8,040
Subtask 3.2 Subgrade piping replacement Final Design	0	8	0	0	0	0	16	24	0	0	\$6,920
Subtask 3.3 Subgrade piping replacement Bid Support	0	2	0	0	0	0	2	0	0	0	\$700
Subtask 3.4 Subgrade piping replacement Construction Phase Services	0	2	0	0	0	0	8	0	8	0	\$2,780
Subtask 8.4 Additional design - odor control alternatives	0	10	0	0	0	0	50	56	8	0	\$17,340
Subtask 4.1 Additional odor control improvements 30% design	0	2	0	0	0	0	8	16	0	0	\$3,540
Subtask 4.2 Additional odor control improvements 50% design	0	2	0	0	0	0	24	24	0	0	\$6,780
Subtask 4.3 Additional odor control improvements Final design	0	2	0	0	0	0	8	16	0	0	\$3,540
Subtask 4.4 Additional odor control improvements Bid Support	0	2	0	0	0	0	2	0	0	0	\$700
Subtask 4.5 Additional odor control improvements Construction Phase	0	2	0	0	0	0	8	0	8	0	\$2,780
Total Labor Hours	3	64	132	72	16	24	100	136	56	22	
Estimated Project Total	\$855	\$13,440	\$31,680	\$11,160	\$3,360	\$3,000	\$14,000	\$17,000	\$8,680	\$4,290	\$107,465

GHD Inc. 11227105

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

Second Amendment to Agreement A-8294 with Brown and Caldwell for Primary Clarifiers and Activated Sludge Basins Improvement Project PW 21-17

City Council
December 6, 2022

Tatiana Arnaout, PE
City Engineer

That the City Council approve and authorize the execution of a Second Amendment to a Professional Services Agreement with Brown and Caldwell to increase the not to exceed amount from \$1,173,413 to \$1,212,473 for additional design work required for the Primary Clarifiers & Activated Sludge Improvements.



- Original scope of work for the design phase included in-kind replacement of mechanical equipment for the Primary Clarifiers and Activated Sludge Tanks at the OWTP, additional odor control, and outlining of required seismic improvements based upon the Integrated Master Plan
- The First Amendment included additional structural analysis of existing structures, additional underground pipework, hydraulic modeling of the treatment process, additional odor control, and pavement repair.

During the 50% design the existing programmable logic controller (PLC) and supervisory control and data acquisition (SCADA) equipment for the Primary Clarifiers was identified as not containing enough input/output points for the new operational parameters.



Approve Second Amendment to Agreement A-8294 with Brown and Caldwell in the amount of \$39,060 for a new not to exceed contract amount of \$1,212,473 for additional design work required for the Primary Clarifiers & Activated Sludge Improvements Project PW 21-17 (Project No. 186607).



AGREEMENT A-8243	
Agreement A-8294	\$1,173,413
First Amendment	\$39,060
Total Project Cost:	\$1,212,473

The Primary Clarifiers & Activated Sludge Improvements Project is being funded by the Wastewater Capital Fund. The Project has appropriations of \$2.6M for the design phase.



QUESTIONS