

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](http://www.oxnard.org).



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

Meeting Location: Council Chambers, 305 West Third Street

April 2, 2024

**Regular Meeting - 6:00 PM**

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 843 2580 9176
3. Passcode: 699530

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps 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. Press \*6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT [WWW.OXNARD.ORG](http://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://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](http://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 3 p.m. on the day of the meeting by using the form available at [www.oxnard.org/citymeetings](http://www.oxnard.org/citymeetings).
  - b. Submit an email to [cityclerk@oxnard.org](mailto:cityclerk@oxnard.org) by 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.

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)

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### 3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

- a. Follow Zoom details listed above.
- 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](http://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.

### A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

During this meeting, Councilmember Teran will be participating remotely from the following location:  
Moxy by Marriott Phoenix Tempe/ASU, 1333 Rural Road, Tempe, AZ 85281

### B. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

### C. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Week of April 7 - 13, 2024 as "Library Week" in the City of Oxnard.
2. SUBJECT: Presentation of a Proclamation Designating the Month of April 2024 as "Public Safety Dispatchers Month."
3. SUBJECT: Presentation of a Proclamation Designating the Month of April 2024 as "Fair Housing Month."

### D. 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.

### E. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action



on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

1. City Attorney Department

SUBJECT: Severe Storms Emergency Action.

RECOMMENDATION: That the City Council:

1. Reconsider the existence of the Severe Storms Local Emergency ("Local Emergency") proclaimed by the Director of Emergency Services on December 27, 2023 (ratified by the City Council on January 2, 2024); and
2. Find that there is a need to continue the Local Emergency.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the March 4, 2024, regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Public Works Department

SUBJECT: Agreement 32400338 with Cameron D. Duncan DBA Duncan Engineering for On-Call Marine Engineering Services for Public Works.

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute an On-Call Agreement with Duncan Engineering for the maximum five-year term of the Agreement, with the initial agreement term ending March 31, 2025, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on March 31, 2029, for an amount not to exceed \$500,000.00 for Marine Engineering services; and
2. A budget appropriation transfer in the amount of \$100,000 from the FY 2023-24 available budget

in the General Fund Public Works Engineering division to the Mandalay Bay Seawalls Capital Improvement Project (No. C1901)

(As of the date of this City Council agenda being posted, there is not yet an outcome from the March 26, 2024 Public Works and Transportation Committee.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

## J. PUBLIC HEARINGS

### 1. Housing Department

SUBJECT: 2020 Annual Action Plan Amendment – Community Development Block Grant CARES Act. (10 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a United States Department of Housing and Urban Development public hearing regarding the fiscal year 2020-2021 Annual Action Plan Amendment – CARES Act;
2. Approve the fiscal year 2020-2021 Annual Action Plan Amendment CARES Act;
3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the 2020-2021 Annual Action Plan Amendment CARES Act and authorize the budget appropriations to fund the administration and projects;
4. Authorize the City Manager and his designees, to execute the required documents to submit the 2020-2021 Amended Annual Action Plan CARES Act to the United States Department of Housing and Urban Development; and
5. Authorize the City Manager, and his designees, to execute all of the agreements necessary for the implementation of the Annual Action Plan CARES Act amendment.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 12, 2024.)

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

video: <https://youtu.be/HTGoYUVDmII>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

## K. REPORTS

### 1. Community Development Department

SUBJECT: Study Session to Provide Direction on Advancing Accessory Dwelling Unit (ADU) Regulations Authorized Under California Assembly Bill 1033. (10 minutes)

RECOMMENDATION: That the City Council:

1. Receive and file the information provided in this staff report; and
2. Determine that the City of Oxnard should not implement Assembly Bill 1033.

April 2, 2024

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(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 12, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/GVjG74Mbwbk>

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

2. Public Works Department

SUBJECT: Citywide Pavement Management Program Overview. (20 minutes)

RECOMMENDATION: That the City Council receive and file a report on the Citywide Pavement Management Program Overview.

(Public Works & Transportation Committee approved 3-0 on March 12, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/gJqiE9RCOlq>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

L. ADJOURNMENT



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

**DATE:** April 2, 2024  
**TO:** City Council  
**FROM:** Stephen Fischer, City Attorney, (805) 385-7483, [stephen.fischer@oxnard.org](mailto:stephen.fischer@oxnard.org)  
**SUBJECT:** Severe Storms Emergency Action.

**RECOMMENDATION**

That the City Council:

1. Reconsider the existence of the Severe Storms Local Emergency ("Local Emergency") proclaimed by the Director of Emergency Services on December 27, 2023 (ratified by the City Council on January 2, 2024); and
2. Find that there is a need to continue the Local Emergency.

**BACKGROUND**

**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: Jason Zaragoza, Deputy City Attorney*

**ATTACHMENTS**

None



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

**DATE:** April 2, 2024  
**TO:** City Council  
**FROM:** Rose Chaparro, City Clerk, (805) 385-7805, [rose.chaparro@oxnard.org](mailto:rose.chaparro@oxnard.org)  
**SUBJECT:** Approval of Minutes.

**RECOMMENDATION**

That the City Council approve the minutes of the March 4, 2024, regular meeting 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 03 04 2024 CC Regular Meeting

**MINUTES**  
**OXNARD CITY COUNCIL**  
Regular Meeting  
March 4, 2024

A. ROLL CALL, POSTING OF AGENDA

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

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

C. CLOSED SESSION

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

Property: 731 South A Street, Oxnard (Heritage Square Hall “The Chapel”); 715 South A Street, Oxnard (Perkin Pump House “The Visitor Center”); 720 South B Street, Oxnard (Maulhardt Storehouse “The Winery”)

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

Negotiating Party: Al Barkley, Heritage Square Property Owners Association

Under Negotiation: Price and terms of payment

Legislative Body: City Council

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

Property: 3941-3951 Saviers Road, Oxnard, CA (APN 205-0-275-265)

Agency Negotiator: Emilio Ramirez, Housing Director

Negotiating Party: CCC Surfview, LLC

Under Negotiation: Price and terms of payment

Legislative Body: City Council

At 4:36 p.m., the City Council recessed to a closed session. At 5:34 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that items C.1 and C.2 were reviewed, the City Council provided direction to negotiators, and there were no reportable actions out of closed session.



D. APPOINTMENT ITEMS

1. SUBJECT: Calleguas Water Resources Implementation Strategy (WRIS) Process.

Shiri Klima, Deputy City Manager introduced Kristine McCaffrey, General Manager of the Calleguas Municipal Water District. She introduced Ian Prichard, Deputy General Manager and Board member Jacque McMillan, Treasurer and Metropolitan Water District Representative. General Manager McCaffrey provided a background and update on the Calleguas Metropolitan Water District.

E. OPENING CEREMONIES

Mayor Zaragoza led the pledge of allegiance.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating March 2024 as "Women's History Month."

Mayor Zaragoza read the proclamation and presented it to Susan Roth, Vice President and other members of the League of Women Voters of Ventura County. Ms. Roth and the members of the league joined the Council at the dais to accept the proclamation and said a few words.

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

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

City Manager Nguyen provided community updates.

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

The members of the Council provided brief announcements regarding their various activities.

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

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

L. INFORMATION/CONSENT AGENDA1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of February 6, 2024 regular meeting as presented.

2. Information Technology Department

SUBJECT: First Amendment to Agreement No. 32400308 with NEOGOV for HR Software.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement 32400308 with NEOGOV extending services through June 30, 2027, and increasing the value of the agreement from \$128,548 to \$638,287 for the continued use of Human Resources Management System (HRMS) software.

3. Information Technology Department

SUBJECT: Third Amendment to Agreement 32300297 with Kore1 for IT Consulting and Recruiting Services.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Third Amendment to Professional Services Agreement 32300297 with Kore1 LLC to increase the value of the agreement from \$500,000 to \$950,000 through June 30, 2025, for information technology consulting and recruitment services.

The Finance & Governance Committee approved 3-0 on February 13, 2024, to approve the staff recommendation and to forward the item for Council approval.

4. Information Technology Department

SUBJECT: First Amendment to Agreement 32400125 with Hireclout for IT Consulting and Recruiting Services.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a First Amendment to Professional Services Agreement 32400125 with Hireclout, Inc. to increase the value of the agreement from \$200,000 to \$850,000 through June 30, 2025, for information technology consulting and recruitment services.

The Finance & Governance Committee approved 3-0 on February 13, 2024, to approve the staff recommendation and to forward the item for Council approval.

5. City Manager Department

SUBJECT: Approval of Federal and State Lobbyist Agreements.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement No. 32400402 with HROD, Inc., John R. O'Donnell, in an amount not to exceed \$208,000 over an initial three-year term for federal advocacy and lobbying professional services; and
2. Approve and authorize the Mayor to execute Agreement No. 32400408 with Michael

J. Arnold and Associates, Inc., in an amount not to exceed \$180,000 over an initial three-year term for State of California advocacy and lobbying professional services.

6. Police Department

SUBJECT: Supplemental Law Enforcement Services Fund (SLESF).

RECOMMENDATION: That City Council:

1. Recognize \$308,975 in grant revenue from the State Supplemental Law Enforcement Services Fund (SLESF) for Citizens Option for Public Safety (COPS) Program;
2. Approve a budget appropriation in the amount of \$308,975 for various equipment purchases; and
3. Authorize the City Manager or designee to approve additional budget appropriations if awarded.

(This item did not originate in Committee.)

7. Housing Department

SUBJECT: Approve a Second Amendment to a Sole Source Contract with John Stephen Lewis, LLC for Rent Stabilization Consulting Services.

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute a Second Amendment to Agreement Number 9676-22-CA with John Stephen Lewis, L.L.C. for rent stabilization consulting services, increasing the not to exceed amount from \$199,000 to \$249,000.

(The Finance & Governance Committee approved 3-0 on February 13, 2024).

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

M. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Project Name: 2420 Oxnard Boulevard U-Haul Project; Located at 2420 N. Oxnard Boulevard; APNs: 142-0-010-345 and 142-0-021-010.

RECOMMENDATION: That the City Council:

1. Conduct a public hearing, and
2. Adopt **Resolution No. 15,764** adopting a Mitigated Negative Declaration (MND) 22-04 and Mitigation Monitoring Reporting Program (MMRP); and
3. Adopt **Resolution No. 15,765** approving Planning and Zoning Permit No. 17-500-11 (Special Use Permit), based on the findings presented and attached conditions of approval.

The City Clerk announced the affidavit of publication and stated that written communications were received and provided to Council.

Councilmembers reported on the ex parte communications received on this item.

Joe Pearson II, AICP, Planning and Environmental Services Manager presented and answered questions. Kenneth Rozell, Chief Assistant City Attorney and Michael Wolfe, Public Works Director were available to answer questions.

Everett Scofield, AIA, Project Architect with Lauterbach and Associates, Architects, Inc. presented on behalf of the applicant and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Pat Brown, Joe Jones, and Barbara Macri-Ortiz, Attorney.

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

Councilmember Perello made a motion to deny the project, seconded by Councilmember Valenzuela; VOTE: Perello and Valenzuela voted in favor; Basua Madrigal, MacDonald, Teran, and Zaragoza voted against; motion failed 2-5.

Councilmember Teran made a motion to approve staff's recommendation with an amendment to the conditions, a limit on length (35 feet), height (12 feet), and gross vehicle weight of 26,000 pounds for rental equipment, vehicles, and trucks be added to the conditions.

*It was moved by Councilmember Teran, seconded by Mayor Zaragoza, to approve the recommended action as amended. VOTE: Basua, MacDonald, Teran, and Zaragoza voted in favor; Madrigal, Perello, and Valenzuela voted against; motion passed 4-3.*

## N. REPORTS

### 1. Public Works Department

SUBJECT: Environmental Resources (Solid Waste) Rates Update Report.

RECOMMENDATION: That the City Council receive and file the Solid Waste Rates Update Report.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the February 27, 2024 Public Works and Transportation Committee. Staff is available to answer any questions).

Michael Wolfe, Public Works Director and Eric Zetz, Environmental Resources Manager presented and answered questions. No public comments were received. The report was received and filed, no formal action was required.

2. Housing Department

SUBJECT: Aspire Apartments – Preliminary Funding Award Letter and Affordable Housing and Sustainable Communities Program (AHSC) Implementation Agreement.

RECOMMENDATION: That the City Council:

1. Authorize the Mayor, or his designee, to execute a Preliminary Funding Award Letter with Many Mansions, a non-profit affordable housing provider, for gap financing in the amount of \$1,200,000 for the construction of eighty-eight (87) affordable rental units and one (1) unrestricted manager's unit, commonly known as Aspire Apartments located at 536-538 Meta Street, Oxnard, CA 93030;

2. Authorize the Mayor, or his designee, to execute an Implementation Agreement with Many Mansions to receive pass-through grant funding associated with the Aspire Apartments Affordable Housing and Sustainable Communities Program application.

(Due to the release date of the grant January 19, 2024, this item did not originate in the Committee.)

Emilio Ramirez, Housing Director presented and answered questions. Public comments were received from Pat Brown, Barbara Macri-Ortiz, and Maria Navarro. Discussion ensued among the Council and staff.

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

3. Housing Department

SUBJECT: Prohousing Designation.

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,766** authorizing the City Manager to apply to the California Department of Housing and Community Development for the City to participate in the State's Prohousing Designation Program; and

2. Authorize the City Manager or designee to accept the designation and execute and submit all documents required as deemed necessary or appropriate to participate in the Program.

(Due to a March 19, 2024 Affordable Housing and Sustainable communities Program grant application deadline this item did not originate in the Committee.)

Emilio Ramirez, Housing Director presented and answered questions. Public comments were received from Barbara Macri-Ortiz. Discussion ensued among the Council and staff.

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

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:16 p.m.

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ROSE CHAPARRO

City Clerk

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JOHN C. ZARAGOZA

Mayor



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

**DATE:** April 2, 2024  
**TO:** City Council  
**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org  
**SUBJECT:** Agreement 32400338 with Cameron D. Duncan DBA Duncan Engineering for On-Call Marine Engineering Services for Public Works.

**RECOMMENDATION**

That the City Council approve and authorize:

1. The Mayor to execute an On-Call Agreement with Duncan Engineering for the maximum five-year term of the Agreement, with the initial agreement term ending March 31, 2025, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on March 31, 2029, for an amount not to exceed \$500,000.00 for Marine Engineering services; and
2. A budget appropriation transfer in the amount of \$100,000 from the FY 2023-24 available budget in the General Fund Public Works Engineering division to the Mandalay Bay Seawalls Capital Improvement Project (No. C1901)

(As of the date of this City Council agenda being posted, there is not yet an outcome from the March 26, 2024 Public Works and Transportation Committee.)

**BACKGROUND**

The Engineering Division oversees the planning and execution of the Mandalay Bay seawall long-term repair program. The repair program requires periodic condition assessments of the Mandalay Bay seawalls in order to prioritize repair work in a most cost-effective manner. The last comprehensive Mandalay Bay seawall condition assessment was performed in 2012 by TransSystems. The seawalls were constructed 55 years ago with walls constructed from concrete that contained reactive aggregate. The reaction between the aggregate and the cement causes the aggregate to expand and create cracks and erosion of the concrete surface. The catalyst for this reaction is the alkali found in seawater. Prior seawall destructive and non-destructive structural investigation and analyses have demonstrated that repairs are necessary to prevent seawall failures.

**DISCUSSION**

The Purchasing Department released a Request for Qualifications ("RFQ") PW24-20 for Marine Engineering Multi-Year Professional Services on September 21, 2023, with a qualification proposal due date of October 19, 2023. The RFQ received a total of one Statement of Qualification from Duncan Engineering, who is a City's current service provider. Duncan Engineering ("Duncan") specializes in marine and structural engineering services and has been performing these services over the past seven years, including working for the U.S. Navy for waterfront inspections, condition reports, cost estimating, and design projects worldwide.

The proposal was reviewed by the Purchasing Division (Buyer), the Public Works Administrative Services Analyst, and the City Assistant Engineer. The determination is that Duncan Engineering meets the requirements of the solicitation scoring criteria that are listed in RFP PW24-40. The evaluation method consisted of the following:

1. Completeness of Response (Pass/Fail)
2. Qualifications & Experience (100 points total)
3. Conflict of Interest Statement (Pass/Fail)

Staff has confirmed that Duncan Engineering meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filings with the California Secretary of State. Based upon the available information, research performed to date, and past services provided by the company to the City, staff believes that the contractor is capable of satisfactorily providing the necessary services.

Services to be completed by the Contractor are categorized as follows:

1. Seawall Monitoring and Inspection Surveys.
2. Structural Assessment.
3. Project Management and Public Outreach.

This service is necessary for the continuation of the Mandalay Bay seawall long-term repair program and will be performed on an as-needed basis, with direction provided by Public Works staff.

## **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 cost of this Agreement with Duncan Engineering shall not exceed \$500,000 over the maximum term of five years through March 31, 2029. Under this new Agreement, task orders will be issued and will be funded from available budgets. The first Task Order will include Mandalay Bay seawall monitoring efforts in an amount not to exceed \$74,225, which will be funded from the recommended budget appropriation transfer from the General Fund (101) to the Mandalay Bay Seawall Repairs Project (No. C1901), Capital Outlay Fund (301).

*For Finance Use Only: General Fund (Org. 1013101 Obj. 53200 - Decrease, Org. 1011001 Obj. 59800 Project C1901 - Increase), Capital Outlay Fund (Org. 3013801 Obj. 49300 & 53200) Project C1901*

## **COMMITTEE OUTCOME**

As of the date of this City Council agenda being posted, there is not yet an outcome from the March 26, 2024 Public Works and Transportation Committee. Staff is available for any questions.

*Prepared by: Morgan Kessler, City Engineer*

## **ATTACHMENTS**

1. Agreement 32400338 Duncan Engineering
2. SOQ PW24-20 - Duncan Engineering 10-18-2023



**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF OXNARD AND CAMERON D. DUNCAN DBA DUNCAN ENGINEERING**

**By This Consultant/Professional Services Agreement** ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of **CAMERON D. DUNCAN DBA DUNCAN ENGINEERING** ("CONSULTANT"), and CONSULTANT agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

**1. SUMMARY DESCRIPTION OF SERVICES.** CONSULTANT to provide Marine Engineering Professional Services, for a one (1) year term with optional extension for four (4) consecutive one (1) year extensions, to facilitate the implementation of the City's Capital Improvement Program and other municipal programs.

**2. PARTIES.**

CITY of Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Cameron D. Duncan DBA Duncan Engineering ("CONSULTANT"), an Individual/sole proprietor of the State of California, located at 75562 Painted Desert Dr. Indian Wells, CA 92210

**3. TERM OF AGREEMENT:** From (Date): March 27, 2024 To (Date): March 31, 2025

**3.1** Time is of the essence in this Agreement.

**3.2** The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Consultant/ Professional Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

**3.3** Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the CONSULTANT in accordance with Section 11 of this Agreement. CONSULTANT shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

**3.4** All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

**4. AGREEMENT AMOUNT NOT TO EXCEED: \$500,000.**

**5. AGREEMENT EXHIBITS.**

The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services  
Exhibit B: Schedule of Compensation  
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A  
Exhibit D: Living Wage Policy  
Exhibit E: Prevailing Wage Policy

**6. DESIGNATED REPRESENTATIVES.**

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:

Name: K.J. May

Title: Sr. Project Manager

Phone: (805) 393-3871

Email: kuo.may@oxnard.org

Mailing Address (if differs from above):

CONSULTANT Designated Representative:

Name: Cameron Duncan, SE

Title: Principal Structural Engineer

Phone: (619) 273-6702

Email: [cam.duncanengineering@gmail.com](mailto:cam.duncanengineering@gmail.com)

Mailing Address (if differs from above):

**7. CONTRACTUAL PREREQUISITES.**

**7.1** This Agreement must first be executed by the CONSULTANT, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the City Clerk.

**7.2** CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

**7.3** A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

**7.4** All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

**7.5** CONSULTANT shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

## **8. CONSULTANT'S SERVICES.**

**8.1** CONSULTANT shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

**8.2** The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. CONSULTANT hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

## **9. COMPENSATION.**

CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay CONSULTANT an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

## **10. PAYMENT & INVOICES.**

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONSULTANT of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

**10.1 Payment Request.** CONSULTANT shall submit a payment request to CITY within 15 days of the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: [pwengineeringap@oxnard.org](mailto:pwengineeringap@oxnard.org).

**10.2 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.

**10.3** 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 subcontracted consultants.

**10.4** CONSULTANT shall provide CITY with a completed Request for Taxpayer Identification Number and Certification or Social Security Number if a Sole Proprietorship, 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.

## **11. OPTION TO EXTEND AGREEMENT.**

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2, then this Agreement shall not be extended.**

## **12. MODIFICATION OF AGREEMENT.**

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard City Code, Sections 4-59 and 4-60.

## **13. TERMINATION OF AGREEMENT.**

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

#### **14. 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. 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 the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

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.

#### **15. LAWFUL PERFORMANCE.**

CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

#### **16. SAFETY REQUIREMENTS.**

CONSULTANT shall not perform any services for the CITY when the CONSULTANT is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported

relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

## **17. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.**

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONSULTANT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

**17.1. Records and Inspections.** The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

**17.2. Deliverables.** CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT by the CITY.

**17.3. Ownership – Generally.** All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

**17.4. Ownership of Documents.** Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of the CITY. The City may not reproduce the Consultants Engineering Seal or Signature for use on similar future projects which are outside of the Consultants contracted scope of services.

**17.5. Confidentiality.** Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

**17.6. Disclosure of Information.** CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

**17.7. No Warranty.** 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.

## **18. ASSIGNMENT.**

This Agreement is for the professional services of CONSULTANT. Any attempt by CONSULTANT to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

## **19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.**

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party

may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

## **20. NOTICE.**

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

## **21. COVENANTS AND CONDITIONS.**

Each term and each provision of this Agreement to be performed by CONSULTANT shall be construed to be both a covenant and a condition.

## **22. WAIVER.**

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

## **23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.**

**23.1** Except as set forth in Subsection 23.3 of this Section 23, and to the fullest extent permitted by law, CONSULTANT shall immediately defend, indemnify, and hold harmless the CITY, its officers, employees, representatives, (but not including the CITY's construction contractors or other CONSULTANTS) and agents (the "CITY Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the CITY (collectively "Claims") which may arise out of CONSULTANT'S negligence or willful misconduct in the performance of the Services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the CITY Indemnitees.

**23.2** The duty to defend is a separate and distinct obligation from CONSULTANT'S duty to indemnify. CONSULTANT shall be obligated to defend



in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to CONSULTANT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

**23.3** The provisions of this Subsection 23.3 apply only in the event that CONSULTANT is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such Services in accordance with the applicable provisions of the California Business and Professions Code.

**23.3.1** Notwithstanding the provisions of Subsection 23.1 and 2 above, to the extent that the Services to be provided under this Agreement are those of a Design Professional, CONSULTANT's duty to indemnify, hold harmless, and defend the CITY Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, agents, employees or subconsultants in the performance of the Services described in this Agreement.

**23.3.2** In no event shall the costs of defense charged to CONSULTANT exceed the CONSULTANT's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection shall be construed to require CONSULTANT to provide indemnification for Claims caused by the active negligence or willful misconduct of the CITY Indemnitees, or any other party for whom CONSULTANT is not legally liable.

**23.4** The CITY does not and shall not waive any rights that it may have against CONSULTANT under this Section, because of the acceptance by the CITY, or the deposit with the CITY, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of Section 23, inclusive shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

**23.5** The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of CONSULTANT and shall survive the expiration or any early termination of this Agreement.

**23.6** 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.

#### **24. INSURANCE.**

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". 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 shall be considered a material breach of this Agreement.

#### **25. LIVING WAGE REQUIREMENTS.**

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, CONSULTANT will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

#### **26. PREVAILING WAGE REQUIREMENTS.**

**26.1. Application.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

**26.2. Compliance with California Department of Industrial Relations (DIR).** To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

**26.3. Contract Splitting.** It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

**26.4. Use of Prevailing Wages vs. Living Wages.** In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

## **27. CONFLICT OF INTEREST**

CONSULTANT covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of CONSULTANT's services under this Agreement. CONSULTANT further covenants that in the performance of services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by CONSULTANT may result in termination of this Agreement by the CITY.

## **28. DISPUTES.**

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

## **29. DISPUTE RESOLUTION.**

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration

Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

### **30. 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; or for other purposes relating to the Agreement. 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 or until an audit has been completed and accepted by CITY, whichever occurs later. CONSULTANT shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. CONSULTANT shall include a copy of this Section 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.

### **31. ADVERTISING AND PUBLICITY**

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

### **32. 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.

**33. FORCE MAJEURE.**

Neither the CONSULTANT nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

**34. GOVERNING LAW.**

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

**35. SEVERABILITY.**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

**36. INTEGRATED AGREEMENT.**

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

**37. NO THIRD-PARTY BENEFICIARY.**

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

**38. AUTHORITY TO EXECUTE.**

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

**39. EXECUTION – COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

**40. INCONSISTENT OR CONFLICTING TERMS.**

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

**41. CAPTIONS AND HEADINGS.**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

**42. ACKNOWLEDGEMENT.**

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

**[Signatures on next page]**

**In witness** whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

**CITY OF OXNARD**

**CAMERON D. DUNCAN  
DBA DUNCAN ENGINEERING**

☒ John C. Zaragoza, Mayor<sup>1</sup> \_\_\_\_\_ Date

☐ Jennifer Yates, Purchasing Manager<sup>2</sup>

\_\_\_\_\_  
Cameron D. Duncan  
Sole Proprietor

\_\_\_\_\_  
, <sup>3</sup> \_\_\_\_\_ Date

ATTEST:

\_\_\_\_\_  
Rose Chaparro, CITY Clerk  
(only if Mayor authorizes) \_\_\_\_\_ Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, CITY  
Attorney (always required) \_\_\_\_\_ Date

<sup>1</sup> The City Council must authorize and the Mayor must execute any agreement over \$200,000.

<sup>2</sup> The Purchasing Agent may execute any authorized agreement up to \$200,000.

<sup>3</sup> The City requires the following for any contract:

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

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

## EXHIBIT A

### CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and CAMERON D. DUNCAN DBA DUNCAN ENGINEERING)

#### SCOPE OF SERVICES

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##### CITY PROJECT MANAGER FOR THIS AGREEMENT:

KJ May, Sr. Construction Project Manager, (805) 393-3871, [kuo.may@oxnard.org](mailto:kuo.may@oxnard.org)

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

##### **Seawall Structural Condition Assessment**

The CONSULTANT shall provide Structural Condition Assessment services. From time to time the City receives requests to investigate, crack, displacements, or other types of failures from residents with seawalls. This task allows for the City to request the Consultant to investigate the concern and report its findings and provide recommendations.

- Perform Visual Inspection of the structure in question within 14 days of receipt of executed purchase order. Perform the inspection at low tide to maximize seawall visibility.
- Review of the existing 2012 Condition Report, photo files and subsequent Monitoring Reports prepared by TranSystems Corporation.
- Perform a visual inspection of the subject seawall locations which abut the subject property locations. The inspection shall be performed at a low tide to maximize seawall visibility. A kayak or ladder shall be used to allow close inspection of all above water areas.
- Suspect areas of concrete deterioration and cracked concrete areas shall be hand "sounded" with a hammer to estimate the size and depth of damage.
- An electronic "Smart Level" shall be used to measure the angle of rotation if rotation is suspect.
- A string level or water level may be used if significant lengths of seawall settlement is suspect and cannot be quantified with the "Smart Level".



- Take photographs of representative conditions for comparison to prior available photographs.

*Deliverables:*

- Condition Assessment Report for each property. Each report will include a description of the conditions observed, a cross-section of the wall construction, color photographs, discussion of the structural significance of damage and repair recommendations for the path forward.

**Seawall Foundation Inspection**

The CONSULTANT shall provide inspection and perform tasks to include:

- Perform a full visual survey swim-by using Engineer Divers of all the seawall foundations in the older, 1960's era Zurn and Boise seawall areas of the Mandalay Bay waterfront community. The inspection team will note areas of undermining and gaps in the footing construction joints which appear large enough to allow marine borer's (Limnoria & Teredo) access to the timber piling which support the wall foundations. Linear footage will be visually estimated relative to adjacent residence property lines and maximum void depths will be measured with 4' long aluminum ruler.
- Led by a Licensed Structural Engineer/Diver 100% of the time, Swim to inspect the entire 7 miles of seawall footings for the Mandalay Bay community.
- Probe for voids beneath the wall foundations which may allow marine borer access to the timber support piling,
- Estimate void size and lengths relative to property locations but do not take precision measurements at this time. Design Level Survey measurements, if needed, are part of each Foundation Repair project.

*Deliverables:*

- Underwater Photographs
- Executive Summary

**Seawall Monitoring & Inspection Surveys**

The CONSULTANT shall perform periodic seawall monitoring & inspection survey. The goal of the monitoring program is to confirm if there is or is not on-going movement in the wall. If movement exists, estimate the timing for wall stabilization repair to mitigate the risk of wall failures, property damage and the associated high emergency repair costs.

- Perform a full visual survey of all seawall construction joints in the older, 1960's era Zurn and Boise seawall areas of the Mandalay Bay waterfront community. Data will be measured and recorded using the protocols outlined in the most recent 2019 Monitoring Survey Report by TranSystems Corporation.
  - Two Waterfront Engineers, one of which shall be a Licensed Structural Engineer shall lead the inspection team and shall utilize a kayak to navigate the tight space between the homeowner docks and the seawalls at a low to mid tide elevation when the majority of the seawall height is visible and take detailed measurements at all of

the current suspect wall joint locations and all new locations found where the construction joint between wall segments is offset by 1" or more in any direction.

- There are approximately 12 locations to monitor. Additional construction joint movement which exceeds 1" in any direction will be added to the existing wall locations currently tabulated for monitoring and the first round of data will be collected for those new areas of concern.
- Update Monitoring Log by populating data log and formatting photos.
- Meet with the City and HOA to discuss finding at conclusion of inspection.
- Update the hard copy data in each monitoring log and provide an electronic PDF to the City to upload to the City's website.

*Deliverables:*

- Photographs of each panel offset
- Update Seawall Monitoring Program with new findings (PDF + Hard Copy)

**Construction Support & Monitoring**

The CONSULTANT shall perform Construction support & monitoring tasks to include:

- Construction Monitoring & Observation Reports.
  - Note site impact to topside and waterside, nature of equipment, noise, dust, required dock moves, debris containment, construction challenges, apparent skill of labor, quality control mixing and storage of epoxy materials. Control of reinforcing fabric, forms and/or rebar.
  - Note environmental site conditions at time of work (tide, air & water temperature, humidity, wind, etc.) which can affect epoxy work. Report to include photos.
- Respond to RFI's
- Review Material Submittals, Work Plan Submittals & Shop Drawings for each repair methods and Subcontractors
- Preparation of Record Drawings in native AutoCAD plus PDF versions at the completion of construction.

*Deliverables:*

- Proposed Submittal List
- Preconstruction Meeting Agenda & Minutes
- Preconstruction Condition Documentation
- Request for Information Responses
- Reviewed Contractor Submittals
- CADD Record Drawings
- Complete & timely invoices

### **Performance Evaluations**

The CONSULTANT shall perform Performance Evaluations, tasks to include:

- Evaluate the performance of each repair method at 6 months, 12 months and 2 years after completion of work. Issue written field reports with photographs for each trip.

#### *Deliverables:*

- Photographs
- Written Field Reports

### **Project Management / Public Outreach**

The CONSULTANT shall perform Project Management and Public Outreach services, tasks to include:

- Project Management Public Outreach (Budget billed on a T&M As-Needed Basis)
- Attend Community meetings when requested by City staff and help provide updates
- Provide support to City staff during the planning, design and construction phases of the project. Assist City staff with project progress and status updates
- Assist City staff to address questions, concerns and issues received from the public and stakeholders

#### *Deliverables:*

- Meeting Agenda & Minutes
- PowerPoint Presentation
- Updated Schedules
- Information materials for website

### **Design of Seawall Repairs or Maintenance Dredging**

The CONSULTANT shall perform Waterfront Engineering Design services which may include supporting professional disciplines and environmental permitting assistance to prepare construction documents suitable for Bidding purposes.:

- Design Level field investigation
- Full Project Plans, Specifications & Cost Estimates
- Response to Review Comments

### **General Specifications:**

#### **Safety**

All work conducted by the CONSULTANT and its representative shall conform to current applicable California Occupational Safety and Health Administration (CAL-OSHA) laws and

regulations. CONSULTANT shall maintain diver certifications and provide CITY with copies upon request.

CONSULTANT must provide and Personal Protective Equipment (PPE) to staff as needed for working conditions.

CONSULTANT must strive to maintain good public relations at all times. The work must be conducted in a manner, which will cause the least possible interference and annoyance to the public. Work must be performed by competent employees and supervised by an experienced, foreman or supervisor.

### **Accident Reporting**

CONSULTANT shall immediately notify the CITY of any accident, regardless of whether or not injury or damage is evident, involving the CONSULTANT's staff, vehicles, or equipment while on the work site. CONSULTANT shall take photo documentation of damage and immediately report to appropriate CITY contact. CONSULTANT shall document any damage that exists before the onset of work. The CONSULTANT shall take photographs of existing damage and report to appropriate CITY contact prior to commencing any work. Any damage caused as a result of the CONSULTANT's actions shall be the sole responsibility of the CONSULTANT to repair or pay in full for damages.

### **Record Keeping**

CONSULTANT shall maintain and provide records and project files.

### **Invoicing/Billing**

A Consultant Services Invoice form provided by Public Works Admin staff shall be attached to each invoice and each form shall be signed and certified by the CONSULTANT

**EXHIBIT B**

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT  
(CITY of Oxnard and CAMERON D. DUNCAN DBA DUNCAN ENGINEERING)**

**SCHEDULE OF COMPENSATION**

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**2024 Rate Table**

| Position/Title                   | Regular<br>Hourly Rate |
|----------------------------------|------------------------|
| Principal Structural Engineer    | \$275.00               |
| Waterfront Structural Engineer   | \$208.00               |
| Waterfront Permit Specialist     | \$166.00               |
| Senior Engineering Technician    | \$145.00               |
| Engineering Technician           | \$125.00               |
| Waterfront Professional Engineer | \$156.00               |
| Clerical Support                 | \$90.00                |
| 3-Man Engineering Dive Crew      | \$5,350/Day            |

Note: Materials, Equipment Rentals and Travel Expenses shall be billed at cost. Receipts shall be provided with all invoices. Consultant owned equipment shall be billed at competitive local rental costs. Mileage and Per Diem billed at Federal Government standard rates.

**EXHIBIT C**

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT  
(CITY of Oxnard and CAMERON D. DUNCAN DBA DUNCAN ENGINEERING)**

**INSURANCE REQUIREMENTS**

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Prior to contract approval, CONSULTANT/CONSULTANT/SELLER/BIDDER (hereafter referred to as "CONSULTANT") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

**INSURANCE REQUIREMENTS FOR CONSULTANTS  
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact [insurance@oxnard.org](mailto:insurance@oxnard.org)

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



| <b>ACORD CERTIFICATE OF INSURANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                  |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   |                                                                                                                                                                                                                                             | ISSUE DATE (MM/DD/YY) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>PRODUCER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                  |                                                                           | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                  | <b>COMPANIES AFFORDING INSURANCE COVERAGE</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   |                                                                                                                                                                                                                                             |                       |
| INSURED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                  | COMPANY LETTER A                      SPECIFY COMPANY NAMES IN THIS SPACE |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   |                                                                                                                                                                                                                                             |                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                  | COMPANY LETTER B                                                          |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   |                                                                                                                                                                                                                                             |                       |
| <b>COVERAGES</b><br>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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.<br><input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   | GENERAL AGGREGATE            \$1,000,000<br>PRODUCTS COMP/OP AGG.    \$1,000,000<br>PERSONAL & ADV. INJURY    \$1,000,000<br>EACH OCCURRENCE            \$1,000,000<br>FIRE DAMAGE (Any one fire)    \$<br>MED. EXPENSE (Any one person) \$ |                       |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY                                                                          |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   | COMBINED SINGLE LIMIT            \$1,000,000<br>BODILY INJURY (Per person)        \$<br>BODILY INJURY (Per accident)      \$<br>PROPERTY DAMAGE                    \$                                                                       |                       |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                                                                                                                             |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   | EACH OCCURRENCE                \$<br>AGGREGATE                            \$                                                                                                                                                                |                       |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                                                                                                                            |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   | STATUTORY LIMITS<br>EACH ACCIDENT                    \$1,000,000<br>DISEASE-POLICY LIMIT            \$1,000,000<br>DISEASE-EACH EMPLOYEE        \$1,000,000                                                                                 |                       |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>OTHER</b><br>Errors and omissions insurance or malpractice insurance available for the insured's profession                                                                                                                                   |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   | Minimum coverage                \$1,000,000<br>Each consultant/ & listed sub-consultant    \$500,000                                                                                                                                        |                       |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                  |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                       |                                   |                                                                                                                                                                                                                                             |                       |
| <b>CERTIFICATE HOLDER</b><br><b>CITY OF OXNARD % Evident ID, Inc.</b><br><b>8520 Allison Pointe Blvd. Ste 223</b><br><b>PMB 5210</b><br><b>Indianapolis, Indiana 462500-4299 US</b>                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                  |                                                                           | <b>CANCELLATION</b><br>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.<br><br>AUTHORIZED REPRESENTATIVE |                                   |                                                                                                                                                                                                                                             |                       |

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INS-A.doc

**EXHIBIT D**

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT  
(CITY of Oxnard and CAMERON D. DUNCAN DBA DUNCAN ENGINEERING)**

**LIVING WAGE POLICY**

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

A. CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

**CITY OF OXNARD LIVING WAGE REQUIREMENTS  
EFFECTIVE JULY 1, 2023**

CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.
- c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

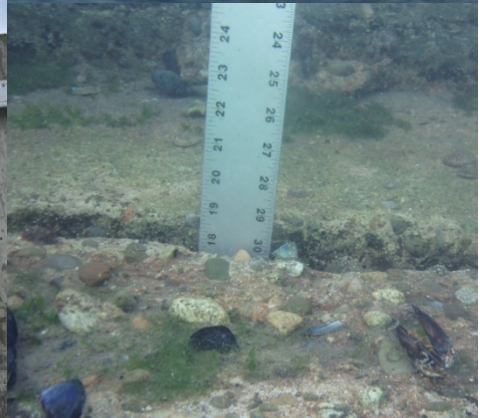
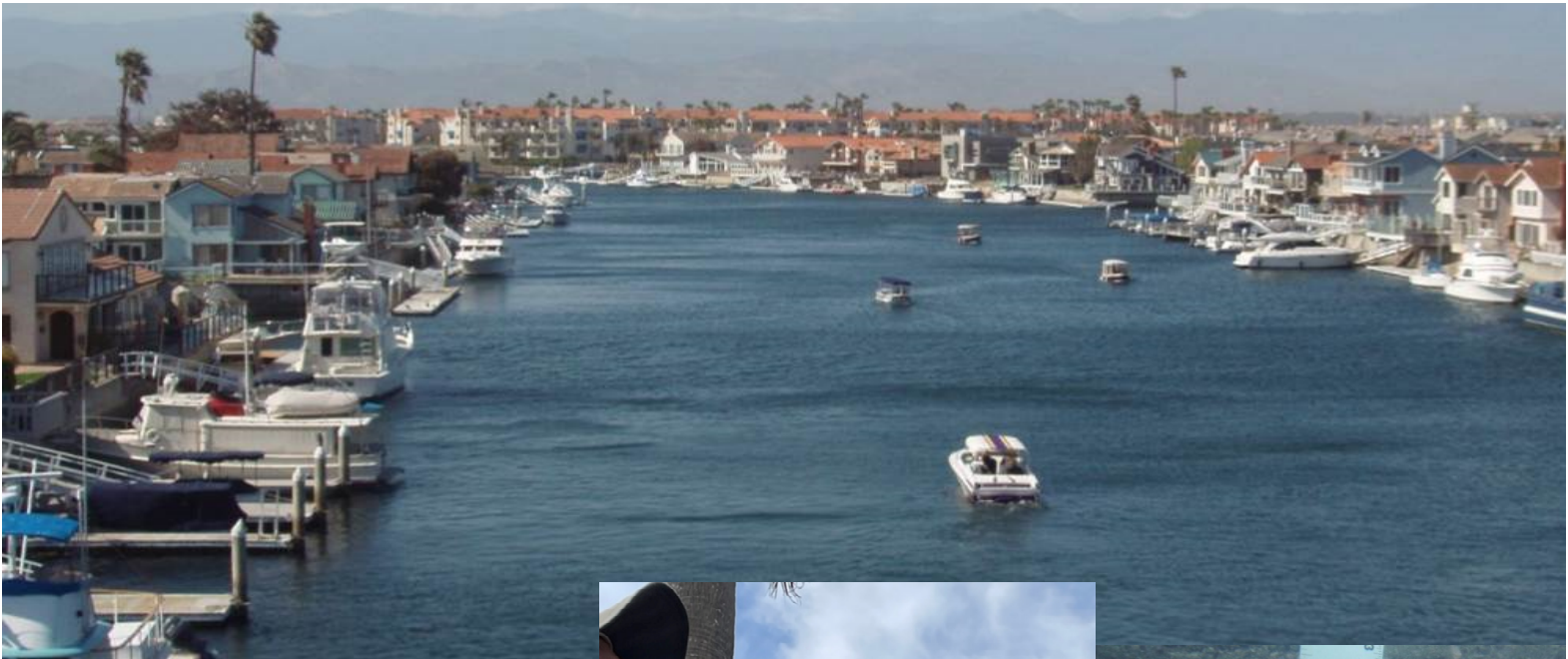


# Statement of Qualifications

City of Oxnard, Solicitation # **PW24-20**

Marine Engineering Multi-Year Professional Services

October 19, 2023



Company Name: **Duncan Engineering**  
Company Address: 75562 Painted Desert Drive  
Indian Wells, CA 92210 (Riverside Co.)  
Telephone Number: (619) 273-6702  
E-mail Address: Cam.DuncanEngineering@gmail.com  
Federal TAX ID: N/A, SS# is on file with City of Oxnard  
Type of Business: Sole Proprietorship  
Years in Business: 7 as Duncan Engineering, 37 Years Total  
Authorized Person: Cameron Duncan, SE  
Principal Structural Engineer

Signature:

A handwritten signature in blue ink that reads "Cam Duncan".



**Duncan Engineering**  
WATERFRONT/STRUCTURAL/ASSESSMENTS

**Tab A – Submission Checklist**

***Instructions:***

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered A through G as shown.
- d) Label each item presented and include additional items on your table of contents.
- e) All submissions must include a detailed description of each proposed service to be provided.
- f) Proposers that do not follow the bid instructions found in the separate document titled “**Terms and Conditions**” may be found to be “non-responsive” and disqualified from the bid process.

**Name of Company:** **Duncan Engineering**

**Service to provide:** **Marine Engineering, Waterfront & Structural Assessments**

**Main Point of Contact:** **Cameron Duncan, SE**

**E-mail:** **Cam.DuncanEngineering@gmail.com**

**Phone:** **(619) 273-6702**

**Amendments to Request for Submissions (Addendum):**

**Duncan Engineering acknowledges that it has checked the “Public Purchase” website and no Addendums have been issued.**

**Tab A Submission Checklist**

**General Proposer Information**

*Please provide one copy of the following items in your submission. Indicate the page number where the item is located.*

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| <input checked="" type="checkbox"/> Tab C: Company Profile/ Experience                 | 6                  |
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| C.2 Overview of Capabilities & Strengths                                               | 9                  |
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| C.4 Summary List of Organizational Personnel                                           | 11                 |
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| D.1 Relevant Project History                                                           | 14                 |
| D.2 Example Projects                                                                   | 15                 |
| <input checked="" type="checkbox"/> Tab E: References                                  | 19                 |
| <input checked="" type="checkbox"/> Tab F: Cost/Budget Narrative (To be sent separate) | F-1                |
| <input checked="" type="checkbox"/> Tab G: Proposer Attachment                         | 21                 |
| Attachment 1: Evidence of Insurance                                                    | A-1                |
| Attachment 2: City of Oxnard Business License                                          | A-2                |
| Attachment 3: Resumes of Key Personnel                                                 | A-3                |
| Attachment 4: List of Contracts in Past 3 Years                                        | A-11               |



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## **CERTIFICATION**

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard (“City”). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references’ officials, employees, and agents (collectively, “References”)—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, “Owners”), and request information from other clients—including those clients’ officials, employees and agents (collectively, “Other Clients”). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

**CERTIFICATIONS**

I, **Cameron D. Duncan**

**Duncan Engineering**

**Printed Name of Agent/Officer**

**Name of Organization**

hereby certify that **Duncan Engineering** by submission of this proposal in response to the

**Name of Organization**

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature:



Date: **10/19/2023**

Title of Agent/Officer: **Owner / Principal Structural Engineer**

*Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.*



## Tab B – Acknowledgement

### 1. Clarifications, Exceptions, or Deviations

All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**:

- a. Termination
- b. Indemnification
- c. Insurance
- d. Conflict of Interest
- e. Governing Law
- f. Assignability of Agreement

*Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:*

**PROPOSER'S RESPONSE:** Duncan Engineering has no clarifications, exceptions, or deviations to the requirements of the solicitation. Duncan Engineering does not have any conflicts of interest with the City or other stakeholders that might have an impact on the outcome of this contract.

### 2. Evidence of Insurability/Business Licenses

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

**PROPOSER'S RESPONSE:** Evidence of Insurance is located in Attachment 1 and copy of current business license is located in Attachment 2. See Tab G on pages A-1 & A-2.

### 3. Transition (If applicable)

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new company/firm/contractor, upon termination or expiration of this agreement for any reason; and
- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

### Tab C – Company Profile/Experience

This section of the submission is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. Qualified Consultants should have expertise in developing emergency response plans, a history of working with municipal clients, and an understanding of the needs associated with **waterfront facility inspection, planning and design**. Consulting services shall consist of all items of work necessary to complete the tasks outlined in the RFQ.

The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

**PROPOSER'S RESPONSE:** Duncan Engineering is a Sole Proprietorship owned by Cameron Duncan, SE.

2. Company overview and disclosure of services or activities performed, including:

- a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to any Oxnard elected officials.
- b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. **PROPOSER'S RESPONSE:** Duncan Engineering is owned by Cameron Duncan, who has not made any contributions to any Oxnard elected officials.

b. **PROPOSER'S RESPONSE:** Duncan Engineering is owned and managed by Cameron Duncan. See C.1 Firm and Team Introduction and C.3 Organization Chart below that identifies all key personnel that will provide service under this contract.

c. **PROPOSER'S RESPONSE:** Cameron Duncan has been providing waterfront engineering services as Duncan Engineering for 7 years. He has previously provided these services for TranSystems Corp., Duncan Morales & Associates, Inc. and Blaylock Engineering Group, Inc. for a total of 30+ years' experience providing the same services required of this contract.

d. **PROPOSER'S RESPONSE:** Duncan Engineering's office is located in Indian Wells, (Riverside County) CA. Project Management, Waterfront Engineering, Quality Control, Cost Estimating and Admin services will be performed from this office. A large component of the scope of services (Above and Underwater Inspection/Surveys) are conducted On-Site in Oxnard, CA. See C.4 Summary List of Organizational Personnel for the location and services provided by the balance of the team member firms.

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

**PROPOSER'S RESPONSE:** Duncan Engineering is not and has not been involved with any litigation with any government agencies.

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

**PROPOSER'S RESPONSE:** Cameron Duncan is authorized to negotiate the agreement. His email address is Cam.DuncanEngineering@gmail.com

5. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Current Responsibilities
- b. Qualifications/Experiences
- c. Education
- d. Certifications/licenses, if applicable
- e. List other pertinent information that will assist in evaluating Proposer's qualifications.

a. **PROPOSER'S RESPONSE:** See C.4 Summary List of Organizational Personnel below.

b. **PROPOSER'S RESPONSE:** See C.4 Summary List of Organizational Personnel below.

c. **PROPOSER'S RESPONSE:** See C.4 Summary List of Organizational Personnel below.

d. **PROPOSER'S RESPONSE:** See C.4 Summary List of Organizational Personnel below.

e. **PROPOSER'S RESPONSE:** See D.2 Example Projects for detailed descriptions of projects performed by team members & Tab G, Attachment 3 starting on page A-3 for Resumes of Key Personnel.



## **C.1 FIRM AND TEAM INTRODUCTION**

The Duncan Engineering “Waterfront Engineering Team”, which will perform the scope of services described in this RFP, is comprised of (5) specialized Engineering and Surveying firms:

- **Duncan Engineering** – In January 2016, Cameron Duncan, SE formed “Duncan Engineering” to concentrate on serving the needs of Municipal, Port District and Military waterfront facility owners. Over the past 37 years, Cameron has performed over 450 waterfront facility assessments, both above water and underwater. Cameron has an outstanding record of achievement working for the US Navy for waterfront inspections, condition reports, cost estimating, and design projects worldwide, including all 13 waterfront facilities at Port Hueneme, Naval Base Ventura. Cameron was the Project Manager and lead Waterfront Structural Engineer for the 2011-2012 condition assessment of the Mandalay Bay Seawalls in Oxnard. Cameron was also the Engineer-of-Record for the Mandalay Seawalls - 2013 Foundation Repairs and 2014 Kingsbridge Way repairs. Cameron’s extensive experience inspecting the great majority of municipal owned seawalls in So. Cal, and in particular the Mandalay Community over the past 10 years, allows him to judge changing conditions and deterioration rates. With this insight he can prioritize work and recommend efficient and timely repairs.
- **ESN Engineering, PLLC** – Eric Newman, SE established ESN Engineering in 2022, and incorporated in 2023, to focus on waterfront engineering projects. Eric has over 15 years’ experience in waterfront structure inspection, planning, and design, including (40+) projects for Southern California municipalities and projects nationwide for the U.S. Coast Guard. ESN Engineering is the “Right Arm” of Duncan Engineering and assists on the majority of their waterfront projects. Eric was an Engineer-Diver for the 2011-2012 condition assessment of the Mandalay Bay Seawalls, the Project Manager for the Mandalay Bay 25-Year Capital Improvement Plan in 2017 and the Engineer-of-Record for the 2020 Mandalay Bay Pilaster Repair construction project. Eric worked closely with Cameron to develop and field-test the protocol for the “Wall Monitoring Program” and has been involved in every Wall Monitoring inspection. Eric’s consistent experience and knowledge of the history of Mandalay Seawall surveys and repairs, since 2011, is a tremendous value for the inspection, design and environmental permitting services he provides to our team. ESN Engineering also has AutoCAD drafting capacity.
- **Triton Engineers, Inc.** – Founded in 1997 by Troy Gillum, PE and Joe Perrone, PE, Triton’s Principal Engineers combine for over 80 years of experience focused on the inspection, rehabilitation, design and construction planning of challenging marine and waterfront facilities. Their San Diego, CA office focus their design services on minimizing construction costs and ensuring constructability and structural durability. Triton has most recently teamed in 2023 with Duncan Engineering and ESN Engineering, on the 2600 feet of Coronado Cays Seawalls, an above and underwater assessment in Coronado, CA which including monitoring wall joint movement of City-owned seawalls. Triton Engineering provides the team significant and highly experienced “Bench Strength” for Waterfront Engineering Design, Inspection and AutoCAD Drafting capacity.
- **ENGEO Incorporated** – ENGEO was founded in 1971 and joined by TerraCosta Consulting Group in 2021 to create California’s most comprehensive geoscience company. Their San Diego, CA office serves port, harbor, and municipal clients and focuses on marine projects (bulkheads, seawalls, piers, etc.) which require adequate support to resist static and dynamic earth pressures. Walt Crampton, PE, GE and Greg Spaulding, PG have worked on the Mandalay Bay Seawalls since the 2011 condition assessment Walt will serve as lead Geotechnical Engineer and Greg will serve as Field Geologist for tasks requiring their expertise.
- **T&M Surveying** – Family owned and operated Land Surveying company, established in 2008, incorporated in 2017 in Orange, CA, focused on employing inventive techniques using state of the



art instrumentation to provide the highest quality Land Survey products for clients in Southern CA. Ty Thomas, PLS provided the topographic surveys in 2023 for the West Hemlock Street Seawall Repairs and 4141 W. Channel Islands Blvd Condition Assessment, making him ideal to lead any future surveying tasks in the Mandalay Bay community.

**TEAMING HISTORY / PROVEN PERFORMANCE** – The team of Duncan Engineering + ESN Engineering, PLLC + Triton Engineers, Inc. is not a new relationship. All three firms have served in both Prime Consultant and Sub-Consultant roles to each other based upon which firm has the strongest client relationship. This teaming arrangement provides additional capacity to pursue, win and very successfully complete large assignments at a high standard. While these three firms choose to run their internal business tax structures independently, as described below they have a long history of partnering. To ensure the Client is never penalized for this Prime/Subconsultant relationship our three firms sub-contract with **NO** Prime-consultant cost mark-up.

- From 2011 to 2015, Cameron Duncan was the direct supervisor and Crew Chief of Eric Newman's work at TranSystems. Cameron and Eric worked together to perform over (60) projects including 100% of the Mandalay Bay Seawall projects for Oxnard between 2011 to 2015.
- From 1994 to present, Triton Engineers has been performing follow-on waterfront inspection and design work which Cameron was the Engineer-of-Record for the Southwest Division of the US Navy while he was the lead waterfront structural engineer for Blaylock Engineering Group.
- From 2016 to 2021, Cameron and Eric reversed roles. Eric took over as Project Manager for TranSystems and hired Duncan Engineering as a sub-consultant where they continued work on all challenging waterfront projects primarily for; the US Coast Guard, Southwest Division of the US Navy, Mandalay Bay community, Oxnard, CA and the City of San Clemente, CA.
- In 2022 and 2023, the team of Duncan Engineering + ESN Engineering + Triton Engineers teamed to successfully perform waterfront inspections for the City of Coronado, Coronado Cays - Seawall Community and the City of Hermosa Beach - Hermosa Beach Municipal Pier.
- After Eric Newman left TranSystems to create ESN Engineering in 2022 he routinely teams with Duncan Engineering for the great majority of his waterfront engineering services. In the past 8 short months Duncan Engineering + ESN Engineering have completed (4) large waterfront inspections, (2) large waterfront design projects, a major US Coast Guard waterfront planning project and a condition assessment of a large parking structure.
- ENGEO (acquired TerraCosta). Cameron has utilized TerraCosta for the past 30 years for Geotechnical services in support of his waterfront engineering projects.
- T&M Surveying routinely supports design projects in Ventura County. They most recently supported Duncan Engineering in 2023 with Land Surveying for the West Hemlock Seawall Repair project in Oxnard and again in 2023 for the assessment of 4141 West Channel Islands, Oxnard.

## **C.2 OVERVIEW OF CAPABILITIES & STRENGTHS**

**TEAM CAPACITY** – This Team has direct knowledge of the effort required for all of the tasks mentioned in the RFP. Having performed these services under (3) prior On-Call contracts with the City of Oxnard the Duncan Engineering Team is confident that it requires (3) Waterfront Engineering Staff with diving capability, and the assistance of a Geotech and Land Surveying firm to perform the scope of services described in this RFP. Our proposed team offers double that staffing capacity in all areas. The following specific individuals will perform 100% of the services under this contract, See **C.3 Organization Chart** on page 11.

**Project Manager** – Cameron Duncan, SE was the PM for this On-Call contract from 2011 to 2015 and is expected to perform all of the project management for this On-Call contract. Eric Newman, SE was the PM for this same contract from 2016 to 2019 and is extremely capable of serving in that role, if needed.

**Waterfront Structural Engineering** – The Team has (4) very experienced Waterfront Engineers available to perform the design work required to repair or maintain the Mandalay Bay Seawall community. A typical design project requires (1) Design Engineer, (1) Q.C. Review Engineer & (1) CAD Draftsman.

Cameron Duncan, SE – 37 years' experience  
Joe Perrone, PE – 50 years' experience

Eric Newman, SE – 15 years' experience  
Troy Gillum, PE – 33 years' experience

**CAD Drafting** – both ESN Engineering and Triton Engineers have in-house AutoCAD drafting capacity.

**Above Water Field Work: Team Leader** – Above water work, typically by kayak, requires a crew of 2. Either Cameron Duncan or Eric Newman will lead all of the above water field work and have served multiple times in this exact role for this same community of seawalls.

**Above Water Field Work: Crew Member / Engineering Tech** – In most instances Eric Newman, SE and Cameron Duncan, SE will perform this work without any additional assistance. Inspections, less than 3 days effort, will be led by either Eric or Cameron with the assistance of either Troy Gillum, PE from his San Diego office or Randall Duncan, CM from Torrance, CA.

**Underwater Inspections: Engineer Diver / Team Leader** – Underwater inspections require (1) Team Leader Engineer Diver in the water, (1) Assisting Diver in the water and (1) Dive Tender on the surface for the divers' safety and boat handling. There are (2) individuals available to serve in the Team Leader role: Cameron Duncan, SE and Eric Newman, SE. are both very experienced Engineer Divers.

**Underwater Inspections: Assisting Diver / Dive Tender** – There are (5) individuals available to fill the Assisting Diver role: Eric Newman, SE; Troy Gillum, PE; Casey Lowe, Certified Diver in Ventura, CA and Trevor Lowe, Certified Diver also in Ventura, CA. There are then (4) individuals available to serve as a Dive Tender: Troy Gillum, PE, Randall Duncan, CM, Casey Lowe or Trevor Lowe. Randall Duncan and the Lowes have assisted Duncan Engineering with inspection work and boat handling but are included for this On-Call Contract as "Bench Depth" and will only be used if there is a health or travel conflict preventing one of our Professional Engineer Divers (Cameron, Eric & Troy) from serving.

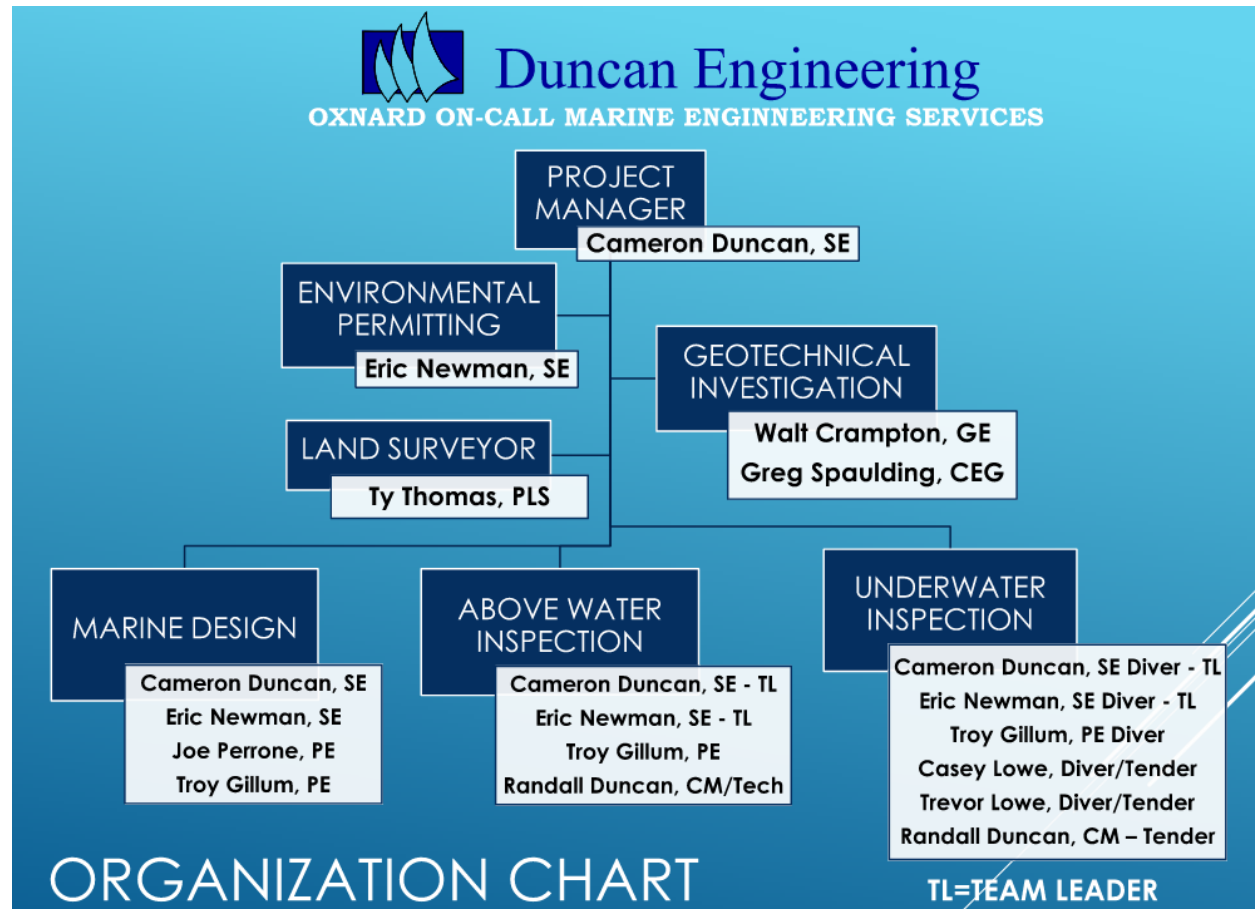
**Cost Estimating** – Duncan, ESN & Triton all routinely provide cost estimating services for their waterfront projects so (4) staff are available to serve in this role. Cameron Duncan, SE & Eric Newman, SE have performed all of the Cost Estimating for 10 years of prior On-Call Mandalay Bay Seawall repair projects and the Cost Estimating associated with Programming 25 Years of future repairs for Mandalay Bay.

### **SPECIALIZED CAPABILITIES – Seawall Testing Method Experience**

|                                                                                                              |                                                      |
|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| Excavations of seawall tie-back rods to confirm condition                                                    | Seawall & Deck Vertical Deflection Survey Monitoring |
| Seawall Horizontal Deflection/ Rotation Survey Monitoring                                                    | Ultrasonic Thickness measurements of Steel bulkheads |
| Dye Marker Testing of tidal water flow thru concrete seawalls                                                | Impact Echo Testing of Concrete Seawalls             |
| Crack width measurements of Alkali Silica Reactivity in sea walls                                            | Compaction and void detection testing                |
| Concrete erosion due to Delayed Ettringite Formation in concrete seawalls                                    | Void mapping of seawall undermining                  |
| Concrete hardness measurements of sulfate deteriorated concrete seawalls                                     | Core Sampling of Concrete Seawalls                   |
| Confirmation/Invasive testing of concrete and rebar conditions by a program of strategic demolition sampling |                                                      |
| Rock, slope and mudline profiling for navigational clearance                                                 |                                                      |



### C.3 ORGANIZATION CHART



### C.4 SUMMARY LIST OF ORGANIZATIONAL PERSONNEL

| Individual's Name, Title, and Work Location                                                                                                                                                     | Current Responsibilities with Firm                                                                                                                                 | Education, Certifications, and Licenses                                                                                                                                                                                                                      | Qualifications/ Relevant Experience                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>KEY PERSONNEL (Resumes in Attachment 3)</b>                                                                                                                                                  |                                                                                                                                                                    |                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Cameron Duncan, PE, SE</b><br><br><b>Principal Structural Engineer</b><br><br>Duncan Engineering: Indian Wells (Riverside County), CA<br><br>Estimate:<br>60% Onsite Work<br>40% Office Work | Project Manager, Quality Control, Waterfront Structural Engineering, Cost Estimating, Field Crew Chief, Engineer Diver, Contract Admin<br><br>37 years' experience | BS, Architectural (Structural) Engineering, Cal Poly, San Luis Obispo, CA<br><br>Surface Supplied Air and Decompression, Chamber Operations, Santa Barbara City College<br><br>Professional Engineer, Civil, CA<br><br>Professional Engineer, Structural, CA | <ul style="list-style-type: none"> <li>Mandalay Bay Seawalls, Wall Monitoring Program, Oxnard, CA 2013-2019</li> <li>Mandalay Bay Seawalls, Above &amp; Underwater Condition Assessment, Oxnard, CA 2011-2012</li> <li>West Hemlock Street Seawall Repairs, Oxnard, CA, 2017 &amp; 2023</li> <li>Mandalay Bay Seawalls, Slope &amp; Footing Repairs, Oxnard, CA 2013-2014</li> <li>Kingsbridge Way Seawall Stabilization Repairs, Oxnard, CA, 2013-2015</li> </ul> |

| Individual's Name, Title, and Work Location                                                                                                                                                                                     | Current Responsibilities with Firm                                                                                                                                                 | Education, Certifications, and Licenses                                                                                                                                                                         | Qualifications/ Relevant Experience                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Eric Newman, PE, SE</b><br><br><b>Principal Structural Engineer</b><br><br>ESN Engineering, PLLC:<br>Morton, IL<br><br>Estimate:<br>50% Onsite Work<br>40% Office Work<br>10% Coordination Work in Duncan Engineering Office | Waterfront Structural Engineer,<br>Cost Estimating,<br>Field Crew Chief,<br>Engineer Diver,<br>Environmental Permitting Specialist,<br>Sr. CAD Drafter<br><br>15 years' experience | MS, Structural Engineering,<br>University of Massachusetts Lowell, MA<br><br>BS, Civil Engineering,<br>University of Maine<br><br>Professional Engineer, Civil, CA<br><br>Professional Engineer, Structural, CA | <ul style="list-style-type: none"> <li>• Mandalay Bay Seawalls, Wall Monitoring Program, Oxnard, CA 2013-2019</li> <li>• Mandalay Bay Seawalls, Above &amp; Underwater Condition Assessment, Oxnard, CA 2011-2012</li> <li>• West Hemlock Street Seawall Repairs, Oxnard, CA, 2017 &amp; 2023</li> <li>• Mandalay Bay Seawalls, Slope &amp; Footing Repairs, Oxnard, CA 2013-2014</li> <li>• Kingsbridge Way Seawall Stabilization Repairs, Oxnard, CA, 2013-2015</li> </ul> |
| <b>Joe Perrone, PE</b><br><br><b>Principal Engineer</b><br><br>Triton Engineers:<br>San Diego, CA<br><br>Estimate:<br>100% Office Work                                                                                          | Waterfront Engineering,<br>Cost Estimating<br>Quality Control<br><br>50 years' experience                                                                                          | BE, Civil Engineering,<br>University of Canterbury, New Zealand<br><br>Professional Engineer, Civil, CA                                                                                                         | <ul style="list-style-type: none"> <li>• Coronado Cays Seawall Assessment, Coronado, CA, 2023</li> <li>• Shelter Island Boat Launch Facility – Breakwater Design, San Diego, CA</li> <li>• University of California, San Diego – Marine Facility Berthing Wharf and Pier Replacement, San Diego, CA</li> </ul>                                                                                                                                                               |
| <b>Troy Gillum, PE</b><br><br><b>Principal Engineer</b><br><br>Triton Engineers:<br>San Diego, CA<br><br>Estimate:<br>80% Field Work<br>20% Office Work                                                                         | Waterfront Engineer,<br>Engineer Diver,<br>Sr. CAD Drafter<br><br>33 years' experience                                                                                             | MS, Structural Engineering,<br>University of California, San Diego<br><br>BS, Civil Engineering,<br>University of Wyoming<br><br>Professional Engineer, Civil, CA                                               | <ul style="list-style-type: none"> <li>• City of Coronado, Coronado Cays Seawall Assessment, Coronado, CA, 2023</li> <li>• Naval Base Ventura County, Repair Wharf 3 – Concrete Bulkhead Repair, Port Hueneme, CA</li> <li>• Naval Base Ventura County, Port Damage Repair Training Facility – Sheet Pile Bulkhead Repair, Ventura, CA</li> </ul>                                                                                                                            |
| <b>Walt Crampton, PE, GE</b><br><br><b>Geotechnical Engineer</b><br><br>ENGEO:<br>San Diego, CA<br><br>Estimate:<br>20% Field Work<br>80% Office Work                                                                           | Lead Geotechnical Engineer<br><br>46 years' experience                                                                                                                             | MS & BS, Civil Engineering, San Diego State University, CA<br><br>Professional Engineer, Civil, CA<br><br>Professional Engineer, Geotechnical, CA                                                               | <ul style="list-style-type: none"> <li>• West Hemlock Street Seawall Repairs, Oxnard, CA, 2017 &amp; 2023</li> <li>• Mandalay Bay Seawalls, Condition Assessment, Oxnard, CA 2011-2012</li> <li>• Kingsbridge Way Seawall Stabilization Repairs, Oxnard, CA, 2013-2015</li> <li>• SeaBridge Marina Public Berthings, Oxnard, CA</li> </ul>                                                                                                                                   |

| Individual's Name, Title, and Work Location                                                                                                 | Current Responsibilities with Firm                                                                           | Education, Certifications, and Licenses                                                                                                                  | Qualifications/ Relevant Experience                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Greg Spaulding, PG, CEG, CHG</b><br><br><b>Geologist</b><br><br>ENGEO:<br>San Diego, CA<br><br>100% Field Work                           | Field Geologist<br><br>35 years' experience                                                                  | BS, Geology, San Diego State University<br><br>Professional Geologist, CA<br><br>Certified Engineering Geologist, CA<br><br>Certified Hydrogeologist, CA | <ul style="list-style-type: none"> <li>West Hemlock Street Seawall Repairs, Oxnard, CA, 2017 &amp; 2023</li> <li>Mandalay Bay Seawalls, Condition Assessment, Oxnard, CA 2011-2012</li> <li>Kingsbridge Way Seawall Stabilization Repairs, Oxnard, CA, 2013-2015</li> <li>US Navy, Port Hueneme Wharfs 3 and 4, Oxnard, CA</li> </ul> |
| <b>Ty Thomas, PLS</b><br><br><b>Land Surveyor</b><br><br>T&M Surveying:<br>Orange, CA<br><br>Estimate:<br>75% Field Work<br>25% Office Work | Land Surveying<br><br>28 years' experience                                                                   | Land Surveying Certification, Rancho Santiago College<br><br>Professional Land Surveyor, CA                                                              | <ul style="list-style-type: none"> <li>West Hemlock Street Seawall Repairs, Oxnard, CA, 2023</li> <li>4141 W. Channel Islands Blvd, Seawall Assessment, Oxnard, CA, 2023</li> <li>Topographic, boundary, construction, title, and as-built surveys throughout Southern California</li> </ul>                                          |
| <b>Randall Duncan</b><br><br><b>Construction Manager</b><br><br>Contract Employee:<br>Torrance, CA<br><br>100% Field Work                   | Flexible Work Schedule.<br>Available for Above Water Inspection Crew, Dive Tender<br><br>3 years' experience | BS, Construction Management, Colorado State Univ. Fort Collins, CO<br><br>City of San Diego Life Guard and WSI Certifications                            | <ul style="list-style-type: none"> <li>Hermosa Beach Municipal Pier Underdeck Inspection, 2022</li> <li>Hermosa Beach Municipal Pier Pile Inspection, 2023</li> <li>Navy Pier Underdeck Inspection, San Diego, 2021</li> </ul>                                                                                                        |
| <b>Casey Lowe, PA</b><br><br>Contract Employee:<br>Ventura, CA<br><br>100% Field Work                                                       | Flexible Work Schedule.<br>Available for short term Dive Tender                                              | PADI – Open Water Diver<br>BS, Cal Poly SLO<br>MS, Medical PA, Chapman College, Irvine, CA                                                               | <ul style="list-style-type: none"> <li>4141 West Channel Islands Condition Assessment, Oxnard, CA, 2023</li> <li>EMT Certified</li> <li>Competitive Triathlete</li> </ul>                                                                                                                                                             |
| <b>Trevor Lowe</b><br><br>Contract Employee:<br>Ventura, CA<br><br>100% Field Work                                                          | Flexible Work Schedule.<br>Available for short term Dive Tender                                              | PADI – Open Water Diver<br>BS, Industrial Engineering, Cal Poly San Luis Obispo, CA                                                                      | <ul style="list-style-type: none"> <li>3 Years responsible for the operation and maintenance of small power boats &amp; trailers</li> <li>Competitive Triathlete</li> <li>Water Sports Instructor</li> </ul>                                                                                                                          |

## Tab D – Scope of Services

### Summary of Services

This solicitation has a space provided below for response to submission requirements and scope of services. See Section 6 and Section 7 of RFQ for Submission Requirements.

**PROPOSER'S RESPONSE:** See [C.1 Firm and Team Introduction](#) on page 8 for our understanding of the engineering disciplines necessary for this scope and [C.2 Overview of Capabilities & Strengths](#) on page 9 for our understanding of the staffing resources required. See [D.1 Relevant Project History](#) below for our track record of successfully performing this scope of services.

#### Reasons for Selecting Duncan Engineering:

The Duncan Engineering Staff have a history of proven performance on Oxnard Marine Engineering On-Call Contracts since 2011 and have designed all the completed seawall repairs within the Mandalay Bay community since 2011. We will provide continuity with past planning and inspection efforts. They will utilize our past engineering experience to provide a “Best-Value” of services to the City. We can minimize background research and start-up costs on Task Orders. We will not substitute staff – the team we have presented is exactly who will be working under this contract. Our innovation in the use of the latest available technology, (as demonstrated in the West Hemlock Street Pilot Program), and our application of practical cost-efficient methods to detect problem areas (for example, our development of the [Wall Monitoring Program](#)) will optimize the limited City & HOA construction dollars.

### **D.1 RELEVANT PROJECT HISTORY**

| MANDALAY BAY SEAWALL PROJECTS<br>PERFORMANCE HISTORY                                                                                        | Years     | Contract<br>Value | Additional Current<br>Team Members      |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------|-----------------------------------------|
| Cameron Duncan and Eric Newman led all Mandalay Bay Projects Listed Below<br>as the Project Manager and Lead Waterfront Structural Engineer |           |                   |                                         |
| Mandalay Bay Seawalls, Phase A Investigation                                                                                                | 2011      | \$287,568         | Walt Crampton, GE                       |
| Mandalay Bay Seawalls, Phase B Investigation                                                                                                | 2012      | \$355,000         | Walt Crampton, GE<br>Greg Spaulding, PG |
| Mandalay Bay Seawalls, Create Monitoring Program                                                                                            | 2013-2014 | \$24,800          |                                         |
| Mandalay Bay Seawalls, Slope & Footing Repairs                                                                                              | 2013-2015 | \$28,500          |                                         |
| Mandalay Bay Seawalls, Kingsbridge Way Repairs                                                                                              | 2013-2014 | \$78,900          | Walt Crampton, GE                       |
| Mandalay Bay, Seabridge & Westport Hydro. Survey                                                                                            | 2016      | \$165,000         |                                         |
| Mandalay Bay Seawalls, Phase C Programing                                                                                                   | 2017      | \$137,000         |                                         |
| Mandalay Bay Seawalls, Monitoring Program                                                                                                   | 2016-2019 | \$35,000          |                                         |
| Mandalay Bay Seawalls, West Hemlock Street Repairs                                                                                          | 2016-2017 | \$149,500         | Walt Crampton, GE<br>Greg Spaulding, PG |
| Mandalay Bay Seawalls, West Hemlock Permitting                                                                                              | 2016-2017 | \$45,000          |                                         |
| Mandalay Bay Seawalls, Pilaster Jacket Repairs                                                                                              | 2016-2017 | \$17,500          |                                         |
| Mandalay Bay Seawalls, Pilaster Jacket Repairs                                                                                              | 2019-2020 | \$13,300          |                                         |
| Mandalay Bay Seawalls, West Hemlock Street Repairs &<br>Permitting                                                                          | 2023      | \$176,000         | Walt Crampton, GE<br>Ty Thomas, PLS     |
| Mandalay Bay Seawalls, 4141 W. Channel Islands Inspection                                                                                   | 2023      | \$3,500           | Ty Thomas, PLS                          |

## D.2 EXAMPLE PROJECTS

### West Hemlock Street Seawall Repairs Mandalay Bay, Oxnard, CA

In June 2023, Duncan Engineering was selected to prepare 100% construction documents for repairs to the 370' long section of seawall along West Hemlock Street between Napoli Drive and Ravoli Drive. The existing seawall has numerous precast panels with over-stress flexural cracks and the majority of the pilaster columns have severe corrosion spall deterioration. The proposed repairs include installing concrete jackets around the overloaded concrete pilasters and strengthening the panel faces with fiber-reinforced polymer (FRP) sheets. Duncan Engineering **developed a pilot repair program** by working with three different composite manufacturers to develop alternative designs, and then prepared construction plans, calculations, specifications, regulatory permit applications, construction cost estimate, and construction schedule. Duncan Engineering also performed a condition assessment of a moving section of seawall at 4141 W. Channel Islands Blvd and took measurements for future comparison.

Cameron Duncan and Eric Newman have a long project history with the Mandalay Bay Seawalls. In 2011-2012, they performed an above and underwater inspection of all 7 miles of concrete seawalls. The pile-supported concrete seawalls were constructed of two structural systems; cantilever cast-in-place concrete "Zurn" seawalls and tie-back/pilaster precast concrete "Boise" seawalls. The Engineer Divers performed an underwater survey of the concrete seawalls, footings, and slopes. The survey findings indicated widespread deterioration of the seawall face in the tidal zone and footings being undermined. The team conducted non-destructive testing (NDT) and core sampling to identify the deterioration mechanisms. Petrographic analysis of the concrete core samples confirmed the primary deterioration mechanism as alkali-silica reaction (ASR). They then performed a structural analysis of the existing capacity and future projected capacity of each of the concrete wall sections. This data was used to project the remaining service life. They created a Capital Improvement Program to schedule and estimate costs for routine maintenance, repair, upgrades, and dredging needs over the next 25 years. In 2013, they designed and prepared contract drawings and specifications for the first phase of repairs: foundation repairs throughout the community and wall repairs to the failing wall along Kingsbridge Way. In 2014, they **developed a monitoring program** to systematically measure wall movement and elevate the priority of walls with ongoing movement. In 2016, they prepared full construction documents for concrete jacket repairs to concrete pilasters with significant corrosion deterioration throughout the community.

#### Client Contact:

Christopher Solis  
City of Oxnard  
305 W. Third Street  
Oxnard, CA 93030  
805.385.7675  
christopher.solis@oxnard.org

#### Key Staff:

- Cameron Duncan, Project Manager
- Eric Newman, Waterfront Structural Engineer
- Walt Crampton, Geotechnical Engineer
- Ty Thomas, Surveyor

#### Project Highlights

- ✓ Concrete Seawalls
- ✓ Wall Movement Monitoring
- ✓ Visual Survey of Wall Joints
- ✓ Wall Foundation Assessment
- ✓ Structural Condition Assessment Report
- ✓ Wall Stabilization Repair
- ✓ Environmental Permitting
- ✓ Public Outreach - HOA





## **Marine Safety Building Repairs** **San Clemente, CA**

In 2022, Duncan Engineering was selected to design repairs to the concrete pile cap beams supporting the Marine Safety Headquarters, which houses the lifeguard services. In 2016, Cameron Duncan and Eric Newman completed a structural condition assessment of the entire Marine Safety Building. The assessment included a site investigation, assessment report, recommendations for extending building life another five years, and budgetary cost estimate. They developed full construction drawings and specifications for the recommended repairs that included replacement of deteriorated steel sheet piles, concrete wall cap, shoreline erosion protection, and repairs to the building structure. The team also assisted the City in obtaining regulatory permits from the California Coastal Commission, Regional Water Quality Control Board, and U.S. Army Corps of Engineers.

Cameron Duncan and Eric Newman have a long and successful history of providing marine engineering services for the City of San Clemente including:

- 2019: Underwater inspection of timber piles.
- 2008, 2012 & 2016: Above and underwater inspection of the Pier; assessment report with repair recommendations and repair cost estimates; design, environmental permit applications, and construction support services for repairs.
- 2014 & 2023: Design and construction support services for the replacement of stand-alone lifeguard towers.
- 2011, 2016 & 2023: T-Street Bridge - Inspection and design of repairs to concrete pedestrian bridge.
- 2013: Capital Improvement Program for planning future Pier repairs and maintenance for 10 years.
- 2011: Assessment and design of repairs to the timber lifeguard "Zero Tower" on the Pier.

### **Client Contact:**

Amir Ilkhanipour  
City of San Clemente  
910 Calle Negocio, Ste 100  
San Clemente, CA 92673  
949.361.6140  
ilkhanipour@san-clemente.org  
(See Tab E – Reference 1, page 19)

### **Key Staff:**

- Cameron Duncan, Project Manager
- Eric Newman, Waterfront Structural Engineer

### **Project Highlights**

- ✓ Municipal Seawall
- ✓ Wall Structural Assessment
- ✓ Structural Condition Assessment Report
- ✓ Wall Stabilization Repair
- ✓ Marine Concrete Repairs
- ✓ Environmental Permitting
- ✓ Public Outreach - Notices



## **City of Hermosa Beach Municipal Pier Inspection Hermosa Beach, CA**

Duncan Engineering led the above water and underwater inspection of all structural elements of the 1,100' long concrete municipal pier (2022 – 2023). The team performed a Level I “Swim-By” Inspection of 100% of the concrete piling & pier soffit and a Level II cleaning of the marine growth for a “Close Visual” Examination of 10% of the pier piling. The team provided a condition assessment report including repair recommendations and a budgetary cost estimate for pile, pile caps and pier soffit repairs. Duncan Engineering then lead the design of repairs and provided construction support services. The team members performed this same effort for the City in 2012 & 2017 which allowed Duncan Engineering to make valuable comparisons in the level and rate of deterioration, then prioritize the repairs.



### **Client Contact:**

Joe SanClemente  
City of Hermosa Beach  
1315 Valley Drive  
Hermosa Beach, CA 90254  
(310) 318-0238  
jsanclemente@hermosabeach.gov  
(See Tab E – Reference 2, page 19)

### **Key Staff:**

- Cameron Duncan, Project Manager, Engineer Diver
- Eric Newman, Engineer Diver
- Troy Gillum, Engineer Diver
- Randall Duncan, Dive Tender

### **Project Highlights**

- ✓ Above Water and Underwater Inspection
- ✓ Structural Condition Assessment Report
- ✓ Marine Concrete Repairs

## **FRC & OPC Homeport at USCG Base LA/LB San Pedro, CA**

Duncan Engineering was selected as the lead marine engineering consultant to provide inspection, cost estimating, preliminary engineering and conceptual drawings for a Design-Build RFP for two projects to improve landside and waterside facilities at USCG Base Los Angeles/Long Beach.

The Coast Guard decided to homeport four 154' Fast Response Cutters (FRC) and two 360' Offshore Patrol Cutters (OPC). The FRC project prepared an RFP for a \$17M design-build contract, including utility upgrades and new concrete floating docks. The team inspected



and analyzed the existing concrete wharves for the new lateral loads from the new FRC's. For the OPC project, the improvements included a 265' extension of the WHEC concrete wharf. Duncan Engineering performed an underwater survey of the wharf piling and seafloor (2016-2022).

### **Client Contact:**

Joe McKenna  
U.S. Coast Guard  
915 Second Ave, Room 2664  
Seattle, WA 98174  
206.220.7394  
Joseph.A.McKenna@uscg.mil  
(See Tab E – Reference 3, page 20)

### **Key Staff:**

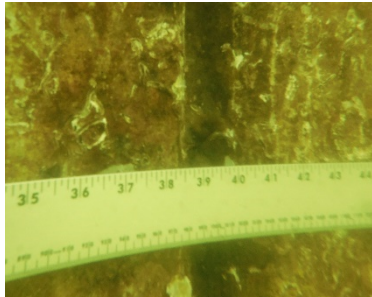
- Cameron Duncan, SE
- Eric Newman, SE

### **Project Highlights**

- ✓ Above Water and Underwater Assessment
- ✓ Cost Estimates
- ✓ Waterfront Planning
- ✓ Load Capacity Analysis

## **City of Coronado, Coronado Cays Causeway Bulkheads Coronado, CA**

In June and July of 2023, Duncan Engineering, ESN Engineering and Triton Engineers all teamed to conduct an above and underwater inspection of 12 segments of City-owned seawalls, totaling over 2,600 linear feet. The Structural Engineer Divers measured all gaps in wall joints, noted deterioration and damage, looked for signs of undermining, confirmed the completion of previously-made concrete repairs, and took underwater photographs. The field notes were tabulated in a summary spreadsheet by wall stationing so that future wall joint measurements can be directly compared to the measurements taken in 2023. The team prepared a condition assessment report with repair recommendations and established a basis for future evaluation of wall movement.



### **Client Contact:**

Jim Newton  
City of Coronado  
101 B Avenue  
Coronado, CA 92118  
619.522.7313  
jnewton@coronado.ca.us

### **Key Staff:**

- Cameron Duncan, Engineer Diver
- Eric Newman, Engineer Diver
- Troy Gillum, Waterfront Engineer
- Walt Crampton, Geotechnical Engineer

### **Project Highlights**

- ✓ Concrete Seawalls
- ✓ Wall Movement Monitoring
- ✓ Visual Survey of Wall Joints
- ✓ Above Water and Underwater Inspection
- ✓ Structural Condition Assessment Report

## **Additional Seawall Project Experience by Duncan Engineering Staff in Southern California**

**Naples Seawall Condition Assessment & Interim Repair, Long Beach, CA:** Condition assessment of 2.5 miles of concrete seawalls. Prioritization of repair work with concept designs and cost estimates. Capital Improvement Programming of repairs to define the timeline of funding requests needed to avoid failures. Design of an underwater bulkhead to prevent collapse of one quarter of the seawalls (2008-2010).

**61<sup>st</sup> Street Place Seawall Assessment, Alamitos Bay, Long Beach, CA:** Structural and Civil Engineering for the condition assessment and capital repair program required to repair a leaking concrete sheet pile seawall with subsurface voids/sinkholes and surface ponding of walkways during tidal flooding (2008-2010).

**Marina Del Rey Seawall Repairs, Los Angeles, CA:** Design of slope protection repairs and Construction Support Engineer for quality assurance. Underwater surveying of slope repairs including slope profiles to confirm navigational clearances for floating docks and boat slips (2007-2008).

**Will Rogers State Beach Seawall, Malibu, CA:** Design of a 20' tall x 660' long ocean seawall exposed to wave impact and seismic loading of retained earth for parking lots and Pacific Coast Highway. Cast-in-place wall with pre-stress cable tieback system supported on steel H pile caissons (2008-2011).



**Tab E – References**

All Proposer(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

| <b>Reference 1</b>            |                                                                                                                                                                               |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Company name:                 | City of San Clemente, CA                                                                                                                                                      |
| Address:                      | 910 Calle Negocio, Ste 100, San Clemente, CA 92673                                                                                                                            |
| Contact person:               | Amir Ilkhanipour                                                                                                                                                              |
| Email address:                | ilkanipour@san-clemente.org                                                                                                                                                   |
| Telephone number:             | 949-361-6140                                                                                                                                                                  |
| Project name:                 | Marine Safety Building & T-Street Bridge Repairs                                                                                                                              |
| Dates worked performed:       | August 2022 – October 2023                                                                                                                                                    |
| Summary of scope of services: | Assessment and Design of Repairs of deteriorated concrete beams, pile caps, piles, curbing and precast deck elements, Cost Estimating, Specifications & Construction Support. |
| Project cost:                 | \$185,000 for the two concurrent design projects                                                                                                                              |

| <b>Reference 2</b>            |                                                                                                              |
|-------------------------------|--------------------------------------------------------------------------------------------------------------|
| Company name:                 | City of Hermosa Beach, CA                                                                                    |
| Address:                      | 1315 Valley Drive, Hermosa Beach, CA 90254                                                                   |
| Contact person:               | Joe SanClemente                                                                                              |
| Email address:                | jsanclemente@hermosabeach.gov                                                                                |
| Telephone number:             | 310-318-0238                                                                                                 |
| Project name:                 | Hermosa Beach Pier Inspection & Repairs                                                                      |
| Dates worked performed:       | February 2022 - Present                                                                                      |
| Summary of scope of services: | Above and Underwater Inspection of Concrete Pier. Design of repairs to concrete piles, pile caps and soffit. |
| Project cost:                 | \$1,300,000 for Structural Repairs                                                                           |

| <b>Reference 3</b>            |                                                                                                                                                                                                                   |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Company name:                 | U.S. Coast Guard                                                                                                                                                                                                  |
| Address:                      | 915 Second Ave, Room 2664, Seattle, WA 98174                                                                                                                                                                      |
| Contact person:               | Joe McKenna                                                                                                                                                                                                       |
| Email address:                | Joseph.A.McKenna@uscg.mil                                                                                                                                                                                         |
| Telephone number:             | 206-220-7394                                                                                                                                                                                                      |
| Project name:                 | Homeport FRC & OPC Ships, USCG Base LA/LB                                                                                                                                                                         |
| Dates worked performed:       | 2016 - 2022                                                                                                                                                                                                       |
| Summary of scope of services: | Develop Design-Build RFP to Homeport 6 USCG Cutters; Preliminary design of 3 Floating Docks and a 265' Fixed concrete wharf extension. Top deck destructive testing, load capacity analysis and underwater survey |
| Project cost:                 | \$17M + \$26M                                                                                                                                                                                                     |

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

**PROPOSER'S RESPONSE:** For a complete List of Contracts in Past 3 Years see Attachment 4 in Tab G, page A-11.

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

**PROPOSER'S RESPONSE:** None

### **Tab G – Proposer Attachment**

Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

| <b>Attachment Number</b> | <b>Document Title</b>             | <b>Page Number</b> |
|--------------------------|-----------------------------------|--------------------|
| Attachment 1             | Evidence of Insurance             | A-1                |
| Attachment 2             | City of Oxnard Business License   | A-2                |
| Attachment 3             | Resumes of Key Personnel          | A-3                |
| Attachment 4             | List of Contracts in Past 3 Years | A-11               |



**ATTACHMENT I: EVIDENCE OF INSURANCE**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                            | <b>CAMEDUN-01</b><br><br><b>GOMEZB</b><br>DATE (MM/DD/YYYY)<br><b>7/25/2023</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| <b>CERTIFICATE OF LIABILITY INSURANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
| <b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
| <b>PRODUCER</b> License # 0E67768<br>IOA Insurance Services<br>4370 La Jolla Village Drive<br>Suite 600<br>San Diego, CA 92122                                                                                                                                                                                                                                                                                                                                                            | <b>CONTACT</b> <b>Betty Gomez</b><br>PHONE (A/C, No, Ext): <b>(858) 754-0062</b> FAX (A/C, No): <b>(619) 574-6288</b><br>E-MAIL ADDRESS: <b>Betty.Gomez@ioausa.com</b>                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
| <b>INSURED</b><br><br>Cameron Duncan, DBA: Duncan Engineering<br>75562 Painted Desert Drive<br>Indian Wells, CA 92210                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                            | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A: RLI Insurance Company</b></td> <td><b>13056</b></td> </tr> <tr> <td><b>INSURER B: U.S. Specialty Insurance Company</b></td> <td><b>29599</b></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC #                                                                                                                                                         | <b>INSURER A: RLI Insurance Company</b> | <b>13056</b>            | <b>INSURER B: U.S. Specialty Insurance Company</b>                                                                                                                                                                                                                                                              | <b>29599</b> | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                             | NAIC #                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER A: RLI Insurance Company</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>13056</b>                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER B: U.S. Specialty Insurance Company</b>                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>29599</b>                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER C:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
| <b>COVERAGES</b> <b>CERTIFICATE NUMBER:</b> <b>REVISION NUMBER:</b>                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
| 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. |                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
| INSR LTR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                          | ADDL INSD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | SUBR WVD                      | POLICY NUMBER                                                                                                                                                  | POLICY EFF (MM/DD/YYYY)                 | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                          |              |                   |  |                   |  |                   |  |                   |  |
| <b>A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input checked="" type="checkbox"/> OTHER: <b>Cont Liab/Sev of Int</b> | <b>X</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               | <b>PSB0006001</b>                                                                                                                                              | <b>1/29/2023</b>                        | <b>1/29/2024</b>        | EACH OCCURRENCE \$ <b>2,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b><br>MED EXP (Any one person) \$ <b>10,000</b><br>PERSONAL & ADV INJURY \$ <b>2,000,000</b><br>GENERAL AGGREGATE \$ <b>4,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b><br>Deductible \$ <b>0</b> |              |                   |  |                   |  |                   |  |                   |  |
| <b>A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> No Co. Owned Autos                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               | <b>PSB0006001</b>                                                                                                                                              | <b>1/29/2023</b>                        | <b>1/29/2024</b>        | COMBINED SINGLE LIMIT (Ea accident) \$ <b>2,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$                                                                                                                                    |              |                   |  |                   |  |                   |  |                   |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED \$ RETENTION \$                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>PER STATUTE OTH-ER                                                                                                                                                                                                                                                  |              |                   |  |                   |  |                   |  |                   |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>N/A</b>                    |                                                                                                                                                                |                                         |                         | E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                                                                                                        |              |                   |  |                   |  |                   |  |                   |  |
| <b>B</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Prof Liab/Crms Made</b>                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               | <b>USS 23 33518</b>                                                                                                                                            | <b>1/29/2023</b>                        | <b>1/29/2024</b>        | <b>Per Claim</b> <b>1,000,000</b>                                                                                                                                                                                                                                                                               |              |                   |  |                   |  |                   |  |                   |  |
| <b>B</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Ded.: \$5k Per Claim</b>                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               | <b>USS 23 33518</b>                                                                                                                                            | <b>1/29/2023</b>                        | <b>1/29/2024</b>        | <b>Aggregate</b> <b>1,000,000</b>                                                                                                                                                                                                                                                                               |              |                   |  |                   |  |                   |  |                   |  |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                                                                                |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
| CERTIFICATE HOLDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               | CANCELLATION                                                                                                                                                   |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |                                         |                         |                                                                                                                                                                                                                                                                                                                 |              |                   |  |                   |  |                   |  |                   |  |

ACORD 25 (2016/03)

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## ATTACHMENT 2: CITY OF OXNARD BUSINESS LICENSE

[1/1]



### IMPORTANT

Any certificate issued upon the payment by check shall be void unless the amount due is actually received by the City.

**The certificant is responsible for complying with City, County, State and Federal requirements including local zoning laws.**

Payment of the business tax is not an endorsement of the business or verification of competency or reliability.

OCC sec 11-5 - **Multiple business tax certificates; branch establishments.**

- (a) A person shall obtain a separate business tax certificate for each separate type of business conducted at the same or different locations.
- (b) Notwithstanding subsection (A) of this section, any person conducting two or more types of businesses at the same location or at different locations...shall obtain a business tax certificate for each branch establishment or location.
- (c) A person shall obtain a business tax certificate for each branch establishment of the same business.
- (d) A person shall conduct only the business for which a business tax certificate is obtained at the location and in the manner stated in such business tax certificate.

OCC sec 11-18 - **Nontransferability.** No business tax certificate issued...shall be transferable. If a business is transferred by sale or otherwise to another person, the transferee shall apply for a new business tax certificate and shall not be entitled to operate the business pursuant to the business tax certificate issued to the transferor.

OCC sec 11-19 - **Duplicate Business tax certificates.** If a certificant files a sworn statement that a business tax certificate has been lost or destroyed, and pays the duplicate business tax certificate fee, the collector may issue a duplicate business tax certificate.

OCC sec 11-20 - **Posting and carrying business tax certificate.**

- (a) Any certificant conducting business at a fixed place of business in the city shall post the business tax certificate in a conspicuous public location at the place of business.
- (b) Any certificant conducting business, but not operating at a fixed place of business in the city, shall keep the business tax certificate on his or her person at all times while conducting business.

OCC sec 11-21 - **Time for payment.**

- (a) Except as otherwise provided in this chapter, annual business taxes shall be due and payable in advance on the first day of the anniversary month of each year.
- (b) Except as otherwise provided in this chapter, business taxes, other than annual, shall be due and payable...in advance on the first day of business...

OCC sec 11-22 - **Delinquency; penalties; installment payments.**

- (a) If a person fails to pay a business tax when due, the collector shall add a penalty of ten dollars (\$10) or ten percent (10%) per month of the delinquent amount of business tax, whichever is greater. The penalty shall be assessed on the first day of each month after the due date of the business tax, up to a maximum of 50% of the amount of the business tax due.

OCC sec 11-22 - **No refund on cessation of business.**

- (a) A person shall not be entitled a refund of any portion of any business tax or fee paid by reason of cessation of the business prior to the expiration of the business tax period.

The City will mail a renewal notice to the mailing address on file however, it is your responsibility as the business owner to pay the business taxes when due to avoid penalties. Penalties are assessed for delinquent accounts, regardless of whether you receive a renewal notice or not. If you do not receive a renewal notice by the expiration date of the tax certificate, please contact Licensing Services immediately.

**CITY OF OXNARD - LICENSE SERVICES**  
214 South C Street, Oxnard, California 93030  
(805) 385-7817 • Fax (805) 385-7836

### BUSINESS TAX CERTIFICATE

NON TRANSFERRABLE OR ASSIGNABLE

Classification Code No: **8727-31**

Certificate No: **24-00132235**

Control No: **118367**

Classification Code Description: **CONSULTANT**

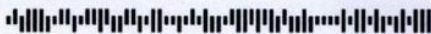
Date Issued: **5/02/23**

Expiration Date: **3/31/24**

Owner's Name: **DUNCAN, CAMERON D.**

OXT0502A \*\*\* 4000000078 78/1

Business Address: **OUTSIDE OF OXNARD**



 **DUNCAN ENGINEERING**  
75562 PAINTED DESERT DR  
INDIAN WELLS CA 92210-8447

### POST IN A CONSPICUOUS PLACE

This Business Tax Certificate is issued as an acknowledgment for the payment of a business tax



**ATTACHMENT 3: RESUMES OF KEY PERSONNEL**



**Duncan Engineering**  
WATERFRONT/STRUCTURAL/ASSESSMENTS

**Cameron D. Duncan, PE, SE**

*Project Manager, Waterfront Structural Engineer, Engineer Diver*

Mr. Duncan is a licensed Structural Engineer and Engineer-Diver specializing in waterfront structures and facility condition assessments. Mr. Duncan has personally performed the top deck, underdeck or underwater inspection of over 450 waterfront structures of all material types. His design experience includes projects from one to twelve stories of superstructure and three levels of subgrade structure. Design materials include reinforced concrete, pre-stressed concrete, post-tensioned concrete, heavy timber, light wood frame, structural steel, light gauge steel, fiberglass, plastic composites, and reinforced masonry construction. He has been the lead structural designer for: piers, wharves, seawalls, launch ramps, floating docks, office buildings, parking structures, vehicular & pedestrian bridges, underground vaults, civic centers, recreation facilities, obstacle training courses, utility towers, military vehicle and aircraft support facilities, retail stores, industrial labs, seismic upgrades, tenant improvements, building and waterfront structural renovations, and ship, barge and submarine fender systems.

**Professional History:**

2016 – Present: **Duncan Engineering**, Indian Wells, CA; Owner, Principal Engineer  
2006 – 2016: **TranSystems Corporation**, San Diego, CA; Assistant Vice President, Senior Project Manager  
2004 – 2006: **Duncan • Morales & Associates**, San Diego, CA; Principal  
1994 – 2004: **Blaylock Engineering Group**, San Diego, CA; Project Manager  
1988 – 1993: **Burkett and Wong Engineers**, San Diego, CA; Project Engineer  
1986 – 1988: **David C. Breiholz & Co.**, Lomita, CA; Project Engineer

**Specialized Experience:**

**Condition Assessment:** His field investigation activities include 4 years as Engineer-in-Charge of inspections for the Port of Los Angeles and over 10 years working for the US Navy NFESC condition assessment program on the vast majority of West Coast and Pacific Rim bases. Mr. Duncan has performed above and underwater investigation and repair/upgrade for over three hundred fifty Naval, Coast Guard and Commercial Port facilities in CA, WA, AK, HI, GU, TX, LA, FL, SC, NC, MD, NJ & ME.

**Waterfront Planning & Capital Programming:** Mr. Duncan has recently programmed waterfront capital improvements for the US Navy, US Coast Guard, Port of Los Angeles, Port of Miami, Port of San Diego, Seaboard Marine, City of Oxnard, CA, City of Long Beach, City of Hermosa Beach and City of San Clemente, CA. These efforts took the form of 1391 Funding Requests, Feasibility Studies, Near-Term, 5-Year, 10-Year, or 25-Year Long Term Capital Improvement Program Reports with Concept Designs & Cost Estimating.

**Design:** He has been the lead designer/planner for wharves, piers, ship and submarine fender systems for more than 100 US Navy & US Coast Guard waterfront projects. His berthing & mooring design experience includes berth layout and fender systems for 75% of all current U.S. military Naval and Coast Guard Ships.

**Education**

B.S. Architectural  
(Structural) Engineering,  
Cal Poly, San Luis Obispo,  
1986

Santa Barbara City College  
- Surface Supplied Air &  
Decompression Chamber  
Operations - 1998

**Registrations**

Professional Engineer  
(Civil): CA C45648

Professional Engineer  
(Structural): CA S4150

**Certifications**

PADI Open Water Diver  
PADI – Nitrox Diver



## **Representative Experience:**

**Mandalay Bay Seawall Condition Assessment and Capital Improvement Programming, City of Oxnard, CA:** Project Manager, Engineering Lead and Dive Crew Chief for the above and underwater inspection of 7 miles of pile supported cantilever seawalls and tie-back supported precast concrete seawalls. Prioritization and phasing of repairs into a 25-year Capital Improvement Program. Field assessment, core sampling, destructive test pits to confirm reinforcing, Impact Echo Testing, Chloride Testing, Resistivity Testing, Petrographic Examination. Cost estimating for near-term repairs and long-term seawall replacement with projections of remaining service life. Presentations to City Officials and HOA Community (2010 to 2013).

**Hermosa Beach Pier Inspection & Repair, Hermosa Beach, CA:** Project Manager & Field Crew Chief working as a Structural Engineering subconsultant for JMC<sup>2</sup>. Mr. Duncan performed the structural condition assessment of the Hermosa Beach Pier, a 1,100' long fishing and pedestrian pier. Assessment of the precast concrete deck, cast-in-place pile caps, precast pre-stressed concrete piling and CMU storage room beneath the pier. Written assessment report with repair recommendations, load restrictions, cost estimating, then construction documents and environmental permit liaison for the repairs (2011-2012 & 2022-2023)

**Alamitos Bay Marina Rehabilitation, Long Beach, CA:** Civil Engineering, Structural Engineering and Construction Management for the concept design and RFP preparation for the Design/Build rehabilitation of the Long Beach Alamitos Bay Marinas. The project required a complete rebuild of the 2000 slip marinas, including basin and main channel dredging, seawall repairs, replacing the deteriorated wood docks with new concrete docks and piling. Mr. Duncan provided the concept design and programming for seawall repairs, including repair of undermined areas, repair of seawall support piling, corrosion spalls and construction joint repairs and design of rip-rap protection (2007-2008).

**West Hemlock Street Seawall Repairs, Mandalay Bay, Oxnard, CA:** Project Manager, Structural Engineer. Inspection, cost estimate, and design of repairs to a failing concrete tie-back supported seawall using FRP panels and concrete jackets around existing pilasters. Development of pilot repair program. Worked with three different composite manufacturers to develop three alternative designs that would allow repairs to be conducted during normal tidal windows without installation of a costly temporary bulkhead. Led effort to obtain regulatory approval and permits from Army Corps of Engineers, Regional Water Quality Control Board, and CA Coastal Commission (2017 & 2023).

**Naples Seawall Condition Assessment & Interim Repairs, Long Beach, CA:** Condition assessment of 2.5 miles of concrete seawalls and sidewalks behind the walls for deterioration and sinkholes. Prioritization of repair work with concept designs and cost estimates. Capital Improvement Programming of repairs to define the timeline of funding requests needed to avoid failures and replace the 75 year old seawalls. Condition assessment of a concrete sheet pile bulkhead with tie-rod bracing and design of an underwater bulkhead to prevent collapse of one quarter of the Naples Island seawall while working with the Public Works Department and City Manager to garner the \$9 Million in funding required to replace this severely deteriorated section of seawall (2008-2010).

**Coronado Cays Bulkheads, Coronado, CA:** Structural Engineer, Engineer-Diver. Above & underwater inspection of 12 segments of city-owned precast concrete seawall, totaling over 2,600 linear feet. Underwater measurements of panel joint gaps and tabulation of data for future comparison and evaluation of potential wall movement (2023).

**61<sup>st</sup> Street Place Seawall Assessment, Alamitos Bay, Long Beach, CA:** Structural and Civil Engineering for the condition assessment and capital repair program required to repair a leaking concrete sheet pile seawall with subsurface voids/sinkholes and surface ponding of walkways during tidal flooding (Ongoing until April 2010).

**Marina Del Rey Seawall Repairs, Los Angeles, CA:** Design of slope protection repairs and Construction Support Engineer for quality assurance. Underwater surveying of slope repairs including slope profiles to confirm navigational clearances for floating docks and boat slips (2007-2008).



## **Eric S. Newman, PE, SE**

*Waterfront Structural Engineer, Environmental Permit Specialist,  
Engineer Diver*



Mr. Newman is an experienced Project Manager and a licensed Structural Engineer. His experience includes structural investigations (above and below water), seismic evaluations, and design of repairs, renovations, and new construction of buildings, bridges, towers, and waterfront structures. He has managed multi-disciplinary port, waterfront, building, transportation, and bridge design and inspection projects. Eric is proficient in the condition assessment, analysis, design, and detailing of reinforced concrete, prestressed concrete, steel, timber, and masonry structures. He has prepared assessment reports, feasibility studies, construction plan sets, construction specifications, and cost estimates.

His experience ranges from industrial, administrative, commercial, training, storage, and maintenance facilities to piers, bulkheads, and marinas. Eric has observed various types of steel corrosion, timber deterioration, and concrete deterioration on pier decks, pile caps, piles, wharves, seawalls, and ramps, including alkali-silica reaction, corrosion deterioration, scaling, and footing undermining. He has conducted various nondestructive testing (NDT) and destructive explorations.

### **Professional History:**

2022 – Present: **ESN Engineering, PLLC**, Morton, IL; Owner, Principal Engineer  
2011 – 2021: **TranSystems Corporation**, Santa Ana, CA; Assistant Vice President, Project Manager  
2009 – 2010: **The BETA Group, Inc.**, Norwood, MA; Project Engineer

### **Representative Experience:**

**West Hemlock Street Seawall Repairs, Mandalay Bay, Oxnard, CA:** Environmental Permit Specialist, Waterfront Structural Engineer. Inspector, Cost Estimator for repairs to a failing concrete tie-back supported seawall using FRP panels and concrete pilaster jackets. Development of pilot repair program. Worked with three different composite manufacturers to develop three alternative designs that would allow repairs to be conducted during normal tidal windows without installation of a costly temporary bulkhead. Led effort to obtain regulatory approval and permits from Army Corps of Engineers, Regional Water Quality Control Board, and CA Coastal Commission (2017 & 2023).

**Mandalay Bay Seawall Condition Assessment & Monitoring, Oxnard, CA:** Structural Engineer, Engineer-Diver. Above & underwater inspection of seven miles of timber pile-supported cantilever concrete seawalls and tie-back supported precast concrete seawalls. Data collection, structural analysis, remaining service life projection, budgetary cost estimates, condition assessment report, and development of concept repairs. Prioritization and phasing of repairs into a 25-year capital improvement program. Foundation and wall repairs, preparation of environmental permits, and hydrographic surveys. Monitoring of seawalls with suspected movement (2012-2019).

**Marine Safety Building and Bulkhead Repairs, San Clemente, CA:** Project Manager, Structural Engineer. Led a team of civil and structural engineers and architects for the inspection, design, and construction support of ADA upgrades and structural concrete and timber repairs to the 6,000 SF pile-supported Lifeguard Headquarters and design of new steel sheet pile bulkhead with concrete cap and concrete slope protection (2017-2020).

**Mandalay Bay Seawall Pilaster Jacket Repairs, Oxnard, CA:** Project Manager, Structural Engineer. Prioritization, design and construction support of concrete jacket repairs and seismic strengthening to deteriorated concrete pilasters on seawall at over 70 locations throughout the Mandalay Bay community (2017-2020).

#### **Education**

M.S. Structural Engineering,  
University of Massachusetts  
Lowell, 2010

B.S. Civil Engineering,  
University of Maine, 2008

#### **Registrations**

Professional Engineer  
(Civil): CA C81585

Professional Engineer  
(Structural): CA S6508

#### **Certifications**

PADI Open Water Diver

**Years of Experience: 15**



**Hermosa Beach Pier Inspection, Hermosa Beach, CA:** Structural Engineer, Engineer-Diver. Above & underwater structural inspection of 1,100' long x 20' wide concrete fishing and pedestrian pier. Preparation of condition assessment report including repair recommendations and budgetary cost estimate for recommended repairs. Eric completed the pier assessment in 2012, 2017, and again in 2023.

**San Clemente Pier Repairs, San Clemente, CA:** Project Manager, Structural Engineer, and Dive Crew Chief. Above & underwater structural inspection of 1,300' long x 24' wide timber, steel & concrete fishing and pedestrian pier, including timber piles and sacrificial anode sled. Condition assessment report including repair recommendations and budgetary cost estimate. Design and construction support of structural pier repairs including timber deck replacement, timber pile replacement, and structural steel corrosion repairs. Design of ADA Improvements including dedicated pedestrian path, handrailing, and striping (2015-2019).

**OPC Homeport Buildout, U.S. Coast Guard Base LA/LB, San Pedro, CA:** Structural Engineer and Dive Crew Chief. Investigation of existing facilities and preparation of RFP for a \$26 million design-build project to homeport two new 360' Offshore Patrol Cutters (OPC). The project includes a 265' extension of the WHEC concrete wharf, new 12,000 SF MWD facility, site work, utilities, and new parking. The team performed an underwater exploration of the WHEC wharf piling and seafloor at the wharf extension, provided preliminary design, created conceptual development plans, estimated construction costs, and prepared the RFP specifications (2018-2020).

**FRC Homeport Buildout, U.S. Coast Guard Base LA/LB, San Pedro, CA:** Structural Engineer. Assessment of the existing facilities and preparation of an RFP for a \$17M design-build contract for improvements to support four new 154' Fast Response Cutters. Structural inspection and analysis of the existing 225' long WMEC and 1000' long WHEC concrete wharfs for the lateral loads that the new FRC's will impose on the structures. Preliminary design, conceptual waterfront development plans, and preparation of the RFP specifications and drawings for the improvements including 600' of new floating concrete docks (2016-2018).

**Coronado Cays Bulkheads, Coronado, CA:** Structural Engineer, Engineer-Diver. Above & underwater inspection of 12 segments of city-owned precast concrete seawall, totaling over 2,600 linear feet. Underwater measurements of panel joint gaps and tabulation of data for future comparison and evaluation of potential wall movement (2023).

**Confidential Client, Port of Long Beach, Long Beach, CA:** Project Manager, Structural Engineer and Dive Crew Chief. Above & underwater structural inspection and condition assessment report including repair recommendations and budgetary cost estimate for approximately 1,000' of steel sheet pile anchored bulkhead, 350' of rock riprap, two concrete pile-supported mooring dolphins, and 450' long concrete wharf. Berthing feasibility study for 623' Bulk Carrier. Preliminary design and cost estimate for upgrades to current wharf and construction of new wharf (2018).

**Port of Fernandina, Fernandina Beach, FL:** Structural Engineer and Dive Crew Chief. Above and underwater structural inspection of 1,200' long x 80' wide concrete wharf with three access piers. Condition assessment report including repair recommendations, cost estimates, and load rating for cranes, vehicles and live loads. Design of structural concrete repairs, new pile supported concrete approach pier, and replacement fenders. Lateral analysis of wharf and berthing and mooring analysis to determine berthing feasibility for a variety of vessels (2018-2019).

**Recapitalization of U.S. Coast Guard Station Manasquan Inlet, Point Pleasant Beach, NJ:** Structural Engineer. Design and construction support of 300' long steel sheet pile bulkhead with concrete cap & 75' long helical soil anchors, floating dock guide pile replacements, concrete boat launch ramp, new three-story 21,300 square feet Multi-Mission Building, fueling systems, elevated emergency generator and site work. The new bulkhead was installed in front of an existing failing seawall (2013-2015).

**Benicia Marina Breakwater Condition Assessment, Benicia, CA:** Project Manager, Structural Engineer, Dive Crew Chief. Above & underwater inspection of 1,400' of prestressed concrete pile anchored steel sheet pile breakwater, protecting each side of the main entrance channel at the Benicia Marina. Preparation of condition assessment report including observations, significance, recommended repairs, and budgetary construction cost estimates. Structural analysis of breakwater to determine causes of significant wall deflection (2021).

**Joe Perrone, PE**  
*Waterfront Engineer*



Principal Engineer involved in the planning, design, and construction of a variety of challenging engineering projects in several countries throughout the world. In his professional career spanning 50 years he has been responsible for civil and structural design tasks associated with water supply and sewerage pipelines, power generation plants, highway bridges, port and harbor facilities, offshore structures and marine outfall and intake structures. Since 1983, Mr. Perrone has focused his activities in the area of marine facilities, primarily the planning and design of port structures, waterfront facilities, seabed structures and submarine outfalls.

**Education**

B.E. Civil Engineering,  
University of Canterbury,  
New Zealand, 1974

**Registrations**

Professional Engineer  
(Civil): CA C50669

**Years of Experience: 50**

**Professional History:**

1997 – Present: **Triton Engineers, Inc.**, San Diego, CA  
1984 – 1997: **Worley International, Inc.**, San Diego, CA  
1977 – 1981: **Royds Sutherland and McLeay**, New Zealand  
1976 – 1977: **Nachshen Crofts and Leggatt**, London, U.K.  
1973 – 1975: **Davis Ogilvie & Partners**, New Zealand

**Representative Experience:**

**Coronado Cays Bulkheads, Coronado, CA:** Principal Engineer. Inspection and Condition Assessment of City-Owned Bulkheads. Inspection to identify structural defects at 12 concrete bulkheads, totaling over 2,600 linear feet, which provide support to the causeways that connect various neighborhoods in the development. Measurements of panel joint gaps and tabulation of data for future comparison and evaluation of potential wall movement (2023).

**Shelter Island Boat Launch Facility, Port of San Diego, CA:** Designed improvements for the busiest boat launch in California (10 lanes, 50,000 boat launches per year) for a \$10 million construction project. Upgrades included a breakwater, enlarged basin, new concrete launch ramp, increased lengths of the boarding docks, public walkways, adjacent parking, and restroom upgrades to current Americans with Disabilities Act Standards.

**University of California, San Diego – Marine Facility Berthing Wharf and Pier Replacement:** Specialist design and construction support services for design of landside civil works and fender system at new wharf & pier structure.

**BAE Systems San Diego Ship Repair – Dry Dock Expansion Project:** Project Manager responsible for detailed design of major improvements at the shipyard to accommodate a new 55,000-ton floating dry dock. The scope of project included a 750 ft long underwater retaining wall to support deep dredging along an existing pier, dredging of dry dock sump, two new pile supported wharf structures, and a mooring dolphin to secure the dry dock. The construction cost was \$40 million.

**BAE Systems San Diego Ship Repair – Pier 4 and Bulkhead Improvements:** Project Manager responsible for detailed design of 461 ft long x 60 ft wide pile supported reinforced concrete pier and associated bulkhead and landside works. Construction cost is estimated at approx. \$20 million.

**Naval Amphibious Operations Facility, Waterfront Improvements, Coronado, CA:** Project Manager for upgrades to Waterfront Facilities at the Naval Amphibious Base, Coronado. Design of new fendering system at Pier 18 to resist berthing & mooring loads which result from berthing a string of 4 INLS craft or mooring of 9 nested craft.

**Tenth Avenue Marine Terminal, Port of San Diego, Upgrade Berths 10-1 and 10-2 Fender System:** Project Manager responsible for detailed design and bid documentation of a new fender cluster upgrade to accommodate and protect container ships.

## **Troy Gillum, PE**

*Waterfront Engineer, Engineer Diver*

Principal Engineer with 30+ years of experience providing viable, creative, and efficient engineering solutions to complex maritime projects. Areas of expertise include marine investigations and siting studies including underwater inspection, integrity assessment and repair of marine facilities; design and construction planning of offshore, marine and waterfront structures; design and specification of floating dock structures; construction engineering and inspection of marine projects; preparation of technical specifications and performance requirements for marine facilities; and project management.

### **Professional History:**

1997 – Present: **Triton Engineers, Inc.**, San Diego, CA  
1992 – 1997: **Worley International, Inc.**, San Diego, CA  
1987 – 1990: **Naval Civil Engineering Laboratory**, Port Hueneme, CA

### **Representative Experience:**

**Hermosa Beach Pier Inspection, Hermosa Beach, CA:** Waterfront Engineer. Structural inspection and condition assessment of 1,100' long x 20' wide concrete fishing and pedestrian pier. Design level pile survey to measure pile damage for preparation of repair construction documents (2023).

**Coronado Cays Bulkheads, Coronado, CA:** Waterfront Engineer. Inspection and Condition Assessment of City-Owned Bulkheads. Inspection to identify structural defects at 12 concrete bulkheads, totaling over 2,600 linear feet, which provide support to the causeways that connect various neighborhoods in the development. Measurements of panel joint gaps and tabulation of data for future comparison and evaluation of potential wall movement (2023).

**Port Damage Repair Training Facility, Naval Base Ventura, CA:** Design of waterfront training facilities for Navy Construction Forces Training facilities including sheet pile bulkhead damage module, pile bent training module, and finger pier.

**Repair Wharf 3, Naval Base Ventura County, Port Hueneme, CA:** Repair damage to concrete bulkhead and cap from commercial vessel impact, including site inspections, concrete repair design, fender system repairs, and observation.

**Repair Navy Pier, Port of San Diego, CA:** Design of repairs to concrete pier structure dating back to 1928. Repairs included encapsulation of concrete piles subject to severe sulfate attack and conventional repair of beams, pile caps and soffits.

**Repair Quaywall, Naval Base San Diego, CA:** Designer of Record for repair of existing quaywall system between Piers 2 and 5 using grouted FRP sheet piling to preserve existing steel sheets and stop soil transmission and sinkholes due to deterioration of steel sections.

**Emergency Stabilization of Failed Quaywall at Chollas Creek, Naval Base San Diego, CA:** Designer of Record for emergency stabilization of damaged quaywall structure.

**Emergency Seawall Repair, Naval Amphibious Base, Coronado, CA:** Engineering of record for design of sheet piled bulkhead to protect existing buildings and parking from beach erosion.

**Repair Bulkheads at Naval Amphibious Base, Coronado, CA:** Engineer of record for engineering design repairs at existing bulkheads and design of new replacement bulkhead.



#### **Education**

M.S. Structural Engineering,  
University of California,  
San Diego, 1992

B.S. Civil Engineering,  
University of Wyoming,  
1987

#### **Registrations**

Professional Engineer  
(Civil): CA C51514

#### **Certifications**

PADI Open Water Diver

**Years of Experience: 33**



## **Walt Crampton, PE, GE** *Geotechnical Engineer*



Mr. Crampton has 46 years of experience in geotechnical, coastal, and hydraulic engineering for a variety of construction and development projects, with particularly extensive work on port and harbor structures. His responsibilities encompass the initial field and design phases to final construction, including specifications and bid proposal documents. Mr. Crampton has managed numerous coastal projects ranging from geotechnical studies for piers, wharves, small marinas, and other harbor facilities, to major shoreline protection structures, including stone revetments, bulkheads, groins and various patented products.

Mr. Crampton has considerable experience in the geotechnical aspects of port and harbor construction, with most of his experience gained in the San Diego, Los Angeles, and Oxnard harbors. He has been involved in numerous pier projects and has considerable experience with anchored bulkheads and tieback systems. He has provided geotechnical design criteria for several dredging projects in the San Diego Harbor and was responsible for the design of an experimental system of offshore dikes constructed from soft dredged clays.

Mr. Crampton has also been responsible for providing recommendations for new coastal development; designing remedial actions to mitigate wave damage; recommending methods of shoreline and slope stabilization through sand replenishment or structural methods; monitoring rates of sea cliff retreat; evaluating long- shore, offshore, and onshore sediment transport; wave refraction, shallow water design waves; and performing bathymetry, barge drilling, vibracore bottom sampling, sub-bottom acoustic profiling, side-scan sonar, and diving inspections.

### **Education**

M.S. Civil Engineering, San Diego State University, CA

B.S. Civil Engineering, San Diego State University, CA

### **Registrations**

Professional Engineer  
(Civil): CA C23792

Professional Engineer  
(Geotechnical): CA 245

### **Certifications**

PADI Open Water Diver

**Years of Experience: 46**

### **Representative Experience:**

**West Hemlock Street Seawall Repairs, Mandalay Bay, Oxnard, CA:** Geotechnical Engineer. Geotechnical design recommendations for project to design repairs to a failing concrete tie-back supported seawall using FRP panels and concrete pilaster jackets. Provided static and dynamic earth pressure loadings for wall analysis (2017 & 2023).

**Mandalay Bay Seawall Condition Assessment & Monitoring, Oxnard, CA:** Geotechnical Engineer. Analysis recommendations for static and dynamic soil pressures for seven miles of timber pile-supported cantilever concrete seawalls and tie-back supported precast concrete seawalls (2011-2013).

**Coronado Cays Bulkheads, Coronado, CA:** Civil and Geotechnical Engineer. Provided all of the geotechnical evaluation of bulkhead and causeway stability for the Coronado Cays development on behalf of the City of Coronado since 1985. Also provided various A&E design services for repairs to leaking concrete sheet-pile joints, leaking utility penetrations through bulkheads, mitigation procedures for limited soil subsidence adjacent aging bulkheads, and repairs to certain bulkheads where tiebacks had been compromised or where sheet-pile walls had failed.

**Kingsbridge Way Seawall Repairs, Mandalay Bay, Oxnard, CA:** Geotechnical Engineer for repairs to a failing concrete cantilever seawall using new concrete wale and tieback soil anchors. Prior to repairs the wall was leaning 7 degrees towards the water (2013).

**Anacapa Marine Service, Oxnard, CA:** Geotechnical Engineer. Provided geologic and geotechnical information to assist with geotechnical recommendations for the design and construction of waterside improvements to Anacapa Marine Services, including new guide piles for floating docks and travel lift pier. The approximately 2.5-acre site includes approximately 360 feet of frontage along the eastern shoreline of Channel Islands Harbor (2008).



## **Ty Thomas, PLS**

**Land Surveyor**

Registered Land Surveyor in California that has served as mapping and survey manager and director for over 20 years. Operating office mapping services and field survey operations. Over the past 20 years, has managed surveying and mapping operations throughout the private and public sectors. Overseen the mapping and construction activities of various master planned communities, mixed use projects, commercial and industrial projects, public infrastructure projects, and institutional projects throughout Southern California. Managed the preparation of legal descriptions and plats, tract/parcel mapping, record of surveys, ALTA Land Surveys, boundary establishment, lot line adjustments, certificates of compliance, certificate of corrections and condominium plans.

### **Professional History:**

2017 – Present: **T&M Surveying, Inc.**, Orange, CA; Owner, Survey Manager  
2010 – 2017: **C&V Consulting, Inc.**, Lake Forest, CA; Survey & Mapping Manager  
2006 – 2010: **Danjon Engineering, Inc.**, Yorba Linda, CA; Survey Manager  
2000 – 2006: **Hall & Foreman.**, Irvine, CA; Party Chief & Survey Manager  
1995 – 2000: **DEI Incorporated**, Costa Mesa, CA; Party Chief

### **Representative Experience:**

**West Hemlock Street Seawall Repairs, Mandalay Bay, Oxnard, CA:** Surveyor. Topographic survey & existing conditions plan for project to design repairs to a failing concrete tie-back supported seawall using FRP panels and concrete jackets around existing pilasters. Obtained critical top of wall and top of footing elevations for comparison with tidal windows crucial to contractor work methods and environmental permit requirements (2023).

**4141 W. Channel Islands Blvd – Seawall Assessment & Monitoring, Mandalay Bay, Oxnard, CA:** Surveyor. Topographic survey & existing conditions plan for project to monitor suspected movement of cantilever concrete seawall. Precisely located top of wall for comparison with future measurements to determine if seawall movement is ongoing (2023).

### **Land Surveying and Mapping Services Completed in Southern California**

- Construction Surveying
- Boundary Surveys
- Topographic Surveys
- Aerial Control
- Architectural Surveys
- Ground Water Monitoring
- Well Locating
- Lot Surveys
- Street Profiles
- Well Locating
- Pipeline Surveys
- ALTA/ASCM Land Title
- Settlement Monitoring
- Legal Descriptions
- Parcel Maps
- Final Maps
- Lot Line Adjustments
- Record of Surveys
- Expert Witness
- As-Built Surveys



#### **Education**

Land Surveying  
Certification, Rancho  
Santiago College

#### **Registrations**

Professional Land  
Surveyor: CA 9309

**Years of Experience:**  
28





### DUNCAN ENGINEERING CONTRACTS AWARDED IN PAST 3 YEARS

| YEAR | PROJECT NAME                                   | SERVICES PROVIDED                                                                               | VALUE     | LOCATION          | OWNER CLIENT                 | CONTRACTING COMPANY                 | CONTRACTING CONTACT | CONTACT PHONE |
|------|------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|-------------------|------------------------------|-------------------------------------|---------------------|---------------|
| 2020 | Relocate Boat Station<br>Yankeetown, FL        | Waterfront Engineering - Site Assessments,<br>Concept Design, Cost Estimating                   | \$16,600  | Yankeetown, FL    | United States<br>Coast Guard | TranSystems                         | Randall Schmidt     | 510-418-3902  |
| 2020 | Structural Assessment<br>of Piers 1 & 3        | Waterfront Engineering - Concept Design<br>of Pier Strengthening & Ship Fender Systems          | \$7,500   | Baltimore, MD     | United States<br>Coast Guard | TranSystems                         | Anna Dukes          | 847-826-2135  |
| 2021 | Fast Response Cutter<br>Homeport - Phase II    | Waterfront Engineering - 30% Design Plans,<br>RFP Specifications, Cost Estimating               | \$54,400  | Ketchikan, AK     | United States<br>Coast Guard | TranSystems                         | Darryl Moser        | 757-572-9240  |
| 2021 | Offshore Patrol Cutter<br>Homeport Base LA/LB  | Waterfront Engineering - Construction Period<br>Support Services for Design Build Project       | \$25,500  | San Pedro, CA     | United States<br>Coast Guard | TranSystems                         | Randall Schmidt     | 510-418-3902  |
| 2021 | Wharf Ship Cradle<br>Safety Certifications     | Waterfront Engineering - Quality Control<br>of Concrete Wharf Capacity Calculations             | \$8,500   | Baltimore, MD     | United States<br>Coast Guard | TranSystems                         | Anna Dukes          | 847-826-2135  |
| 2022 | Pier Inspection & Design<br>Level Survey       | Diver inspection & Condition Assessment of<br>Concrete Pier, Design Repairs, Quality Control    | \$29,000  | Hermosa Beach, CA | City of<br>Hermosa Beach     | JMC2 Consultants                    | John Cruikshank     | 310-241-6550  |
| 2022 | Ketchikan Phase II<br>Construction Support     | Waterfront Engineering - Construction Period<br>Support Services for Design Build Project       | \$15,300  | Ketchikan, AK     | United States<br>Coast Guard | TranSystems                         | Darryl Moser        | 757-572-9240  |
| 2022 | T-Street Pedestrian<br>Bridge Assessment       | Inspection and Condition Assessment Report<br>Design Repairs, Specifications, Cost Estimate     | \$11,800  | San Clemente, CA  | City of<br>San Clemente      | City of<br>San Clemente             | Amir Ilkhanipour    | 949-289-3365  |
| 2022 | Repair Marine Safety<br>HQ Building            | Above Water Inspection, Design Repairs &<br>Specifications                                      | \$9,900   | San Clemente, CA  | City of<br>San Clemente      | City of<br>San Clemente             | Bel Cuhadaroglu     | 949-426-3128  |
| 2022 | Reinforce Pier 1 for<br>Offshore Patrol Cutter | Concept Design of Pier Lateral Capacity Upgrade<br>Ship Fender System, Cost Est., Constr Sched  | \$19,000  | Baltimore, MD     | United States<br>Coast Guard | TranSystems                         | Anna Dukes          | 847-826-2135  |
| 2023 | T-Street Bridge<br>Construction Support        | Construction Period Support Services<br>for Polymer Mortar Repairs of Bridge                    | \$10,500  | San Clemente, CA  | City of<br>San Clemente      | City of<br>San Clemente             | Amir Ilkhanipour    | 949-289-3365  |
| 2023 | Rehab Combat Medical<br>Bldg, Fort Sam Houston | Calculation Review for New Elevator Pit. Design<br>Deck Opening Framing, Shop Drawing Review    | \$3,400   | San Antonio, TX   | US Army Corp<br>of Engineers | Barlovento JV<br>Design Build Contr | Steve Nishimuta     | 830-730-0175  |
| 2023 | Pier Pile Inspection<br>Design Level Survey    | Underwater inspection & Condition Assessment<br>Concrete Pier Piling, Design of Pile Repairs    | \$33,700  | Hermosa Beach, CA | City of<br>Hermosa Beach     | JMC2 Consultants                    | John Cruikshank     | 310-241-6550  |
| 2023 | Hermosa Pier Repair<br>Construction Support    | Construction Period Support Services<br>Design of Broken Deck Panel Repair                      | \$33,500  | Hermosa Beach, CA | City of<br>Hermosa Beach     | JMC2 Consultants                    | John Cruikshank     | 310-241-6550  |
| 2023 | USCG Moorings Sitka<br>New Wharf & Docks       | Waterfront Engineering Planning, 30% Design<br>RFP Specifications, Cost Estimating              | \$220,500 | Sitka, AK         | United States<br>Coast Guard | TranSystems                         | Darryl Moser        | 757-572-9240  |
| 2023 | 4141 West Channel Is,<br>Condition Assessment  | Above Water Seawall Inspection, Condition<br>Assessment Report & Concept Repair Details.        | \$3,500   | Oxnard, CA        | City of<br>Oxnard            | City of<br>Oxnard                   | Christopher Solis   | 805-890-9916  |
| 2023 | Coronado Cays<br>City Owned Seawalls           | Underwater inspection & Condition Assessment<br>of 12 blocks of Concrete Sheet Pile Seawalls    | \$21,400  | Coronado, CA      | City of<br>Coronado          | Triton Engineers                    | Troy Gillum         | 858-395-0722  |
| 2023 | West Hemlock<br>Seawall Repair                 | Seawall Inspection, Repair Design, Geotech,<br>Land Survey, Plans, Specs, CE, Envir. Permitting | \$176,000 | Oxnard, CA        | City of<br>Oxnard            | City of<br>Oxnard                   | Christopher Solis   | 805-890-9916  |
| 2023 | Replacement Guard<br>Towers                    | Design of (12) Timber Guard Towers<br>Specifications, Cost Estimate, Constr Schedule            | \$24,000  | San Clemente, CA  | City of<br>San Clemente      | City of<br>San Clemente             | Amir Ilkhanipour    | 949-289-3365  |
| 2023 | Johnson & Johnson<br>Garage Assessment         | Structural Condition Assessment & Report<br>of 4-Story Concrete Parking Structure               | \$10,000  | La Jolla, CA      | Johnson &<br>Johnson Co.     | JVB Construction<br>Management      | John Van Blerk      | 619-778-5601  |



## CITY COUNCIL AGENDA REPORT

### PUBLIC HEARINGS AGENDA ITEM NO. J.1

**DATE:** April 2, 2024

**TO:** City Council

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

**SUBJECT:** 2020 Annual Action Plan Amendment – Community Development Block Grant CARES Act. (10 minutes)

### RECOMMENDATION

That the City Council:

1. Conduct a United States Department of Housing and Urban Development public hearing regarding the fiscal year 2020-2021 Annual Action Plan Amendment – CARES Act;
2. Approve the fiscal year 2020-2021 Annual Action Plan Amendment CARES Act;
3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the 2020-2021 Annual Action Plan Amendment CARES Act and authorize the budget appropriations to fund the administration and projects;
4. Authorize the City Manager and his designees, to execute the required documents to submit the 2020-2021 Amended Annual Action Plan CARES Act to the United States Department of Housing and Urban Development; and
5. Authorize the City Manager, and his designees, to execute all of the agreements necessary for the implementation of the Annual Action Plan CARES Act amendment.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 12, 2024.)

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

### BACKGROUND

The U.S. Department of Housing and Urban Development Department requires that cities generate a document called a Citizen Participation Plan that requires outreach to residents for resident (citizen) input through public comment periods and public hearings. The City's most recent version was updated and approved by Council on May 17, 2023. One specific requirement for Community Development Block Grant is that when a substantial amendment occurs, a United States Department of Housing and Urban Development (HUD) public hearing is required. This Council action includes reviewing and approving a change of funds over \$200,000 that triggers a substantial amendment.

On October 6, 2020, the City Council approved the initial 2020 Annual Action Plan amendment that added the Community Development Block Grant and Emergency Shelter Grant Coronavirus Aid, Relief, and Economic Security Act of 2020 funds, and included an initial fourteen projects totaling \$3,088,367 in support of preventing, preparing and responding to the impacts related to the Coronavirus pandemic. At the end of fiscal year 2022, \$1,050,559.97 was expended with \$2,037,807.03 as a year-end balance, and a total of 820 served, outside of programs that provided services,



citywide.

A more recent amendment was made for the CARES Act funds on February 21, 2023, where \$1,417,135.38 was allocated either to new projects or increased existing projects due to an increase in need. This left a new balance of \$620,671.65 after the February 21, 2023, commitments were completed. Projects are still in operation through fiscal year 2023-2024 with exception to the PAL Rehabilitation that the City could not get approval from HUD to proceed with, therefore increasing the fund balance to \$1,070,671.65. Prior amendment projects can be located in Attachment 1.

## **DISCUSSION**

The pandemic continues to delay restoration of economic stability for residents, with impacts such as the recent storms and floods further exacerbating low-income and homeless resident situations. From the unallocated balance, staff is requesting approval to reallocate \$300,000 of the unexpended funds to projects that support a housing services program ran by United Way of Ventura County. The program will support services to residents who have been impacted by the pandemic providing services such as rental assistance, rental and utility deposits, moving expenditures, and utility assistance.

The public hearing to be held at Council Chambers is scheduled for April 2, 2024. This HUD public hearing will provide further opportunity for the City Council and the public to consider the funding recommendation and to receive public comments for the 2020-2021 Annual Action Plan Amendment CARES Act draft. The 2020-2021 Annual Action Plan Amendment CARES Act draft will be made available to the public for a 30-day review period beginning February 15, 2024, and ending on April 2, 2024. Notice of the HUD Public Hearing date was published in the VIDA Newspaper on February 8, 2024, and Addendum Public Notice was published on February 22, 2024, in Spanish and English.

A draft 2020-2021 Annual Action Plan Amendment CARES Act has been drafted for public review and is available on the Grants Management website and below in Attachment 2. The full reports are accessible at: <https://www.oxnard.org/city-department/housing/grants-management/>.

## **STRATEGIC PRIORITIES**

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

## **FINANCIAL IMPACT**

There are sufficient funds available through the existing Community Development Block Grant CARES Act funding allocation for this project.

*For Finance Use Only: CDBG-CV Fund (Org. 2018101-53200, Project #G2015)*

## **COMMITTEE OUTCOME**

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 12, 2024.)

*Prepared by: Emilio Ramirez, Housing Director*

## **ATTACHMENTS**

1. 2022-2023 Mid Year Reallocation Budget
2. 2020 Annual Action Plan Amendment CARES Act Draft
3. City of Oxnard's Citizen Participation Plan
4. PowerPoint Presentation

CITY OF OXNARD HOUSING - GRANTS DIVISION  
2021-2022 MID-YEAR REALLOCATION BUDGET

| PROGRAM       | PRIOR/CURRENT<br>ACTIVITY                       | AWARD<br>AMOUNT    | NEW ACTIVITY                                                                     | ADDITIONAL/<br>REVISED FUNDS | NEW<br>TOTAL       | REASON FOR REALLOCATION                                                                 |
|---------------|-------------------------------------------------|--------------------|----------------------------------------------------------------------------------|------------------------------|--------------------|-----------------------------------------------------------------------------------------|
| CDBG          | 2022-23 Committed<br>Activities                 | \$2,465,280        |                                                                                  | (\$294,523)                  | \$2,170,757        | Residential Rehabilitation has been postponed and Caregivers Programs has been canceled |
|               | 1450 S. Rose Ave<br>Rehabilitation (FY 2019-20) | \$352,000          | 1450 S. Rose Ave<br>Rehabilitation                                               | \$600,000                    | \$952,000          | Construction costs have increased – funds to complete rehabilitation project            |
|               |                                                 |                    | 1450 S. Rose Ave<br>Rehabilitation Activity-<br>Consulting Services              | \$18,000                     | \$18,000           | Additional Funds for Prevailing Wage and Labor Services                                 |
|               |                                                 |                    | Cypress Place – Site and<br>Off-Site Improvements                                | \$1,500,000                  | \$1,500,000        | Site Preparation and Off-Site Improvements                                              |
|               |                                                 |                    | Cypress Place Activities –<br>Activity Delivery Costs for<br>Consulting Services | \$27,500                     | \$27,500           | Additional Funds for Prevailing Wage and Labor Services                                 |
|               |                                                 |                    | Economic Development -<br>Commercial Rehabilitation                              | \$350,000                    | \$350,000          | Support Downtown and South Oxnard small business site improvements                      |
|               |                                                 |                    | Transitional Age Youth –<br>Housing/Acquisition/<br>Development                  | \$900,000                    | \$900,000          | Special population housing for transitional aged youth                                  |
|               |                                                 |                    | Activity-Delivery Costs                                                          | \$54,500                     | \$54,500           | Staff, consultant, and other project-related expenses for CDBG-specific projects.       |
|               | <b>NEW TOTAL:</b>                               |                    |                                                                                  | <b>\$3,155,477</b>           | <b>\$5,972,757</b> |                                                                                         |
|               | Prior Years' Unallocated<br>Funds               | \$3,554,923        |                                                                                  |                              |                    | Uncommitted Funding/Carryover                                                           |
| <b>TOTAL:</b> |                                                 | <b>\$6,372,203</b> |                                                                                  |                              | <b>\$399,446</b>   | New CDBG Uncommitted Balance                                                            |

CITY OF OXNARD HOUSING - GRANTS DIVISION  
2021-2022 MID-YEAR REALLOCATION BUDGET

| PROGRAM                         | PRIOR/CURRENT<br>ACTIVITY              | FY20-21<br>EXPENDITURES | NEW ACTIVITY        | FUNDS<br>NEEDED       | NEW NTE<br>TOTALS  | REASON FOR REALLOCATION                                                               |
|---------------------------------|----------------------------------------|-------------------------|---------------------|-----------------------|--------------------|---------------------------------------------------------------------------------------|
| CDBG-CV                         | GRANTS ADMINISTRATION                  | \$175,977.68            |                     | \$36,829.32           | \$212,807          | Continue administering program                                                        |
|                                 | ENCAMPMENT RESPONSE                    | \$147,256.70            |                     | \$352,743.30          | \$500,000          | Continue Services                                                                     |
|                                 | OHA – RENTAL ASSISTANCE                | \$141,410.36            |                     | \$58,589.64           | \$200,000          | Project Closed                                                                        |
|                                 | EDC – BUSINESS ASSISTANCE<br>PROGRAM   | \$81,026.88             |                     | \$268,973.12          | \$300,000          | Continue Services                                                                     |
|                                 |                                        |                         | OHA PREVENTION SVCS | \$300,000             | \$300,000          | New Services for Housing<br>Stabilization Through COVID                               |
|                                 |                                        |                         | PAL REHABILITATION  | \$500,000             | \$500,000          | Rehabilitation of PAL – Convert PAL<br>back from temporary shelter to<br>youth center |
|                                 |                                        |                         |                     |                       |                    |                                                                                       |
|                                 | FIRE PARAMEDICINE/PPE                  | \$229,103.85            |                     | \$0                   | \$0                | Project Closed                                                                        |
|                                 | FOOD SHARE                             | \$136,930.00            |                     | \$0                   | \$0                | Project Closed                                                                        |
|                                 | COMMUNITY SVCS –<br>SANITATION PROGRAM | \$27,589.63             |                     | \$0                   | \$0                | Project Closed                                                                        |
|                                 | COMMUNITY SVCS – HMLSS<br>SHELTER PAL  | \$0                     |                     | \$0                   | \$0                | Project Closed                                                                        |
|                                 | REC – HOMEWORK SITES                   | \$54,656.45             |                     | \$0                   | \$0                | Project Closed                                                                        |
|                                 | HOMELESS OUTREACH                      | \$0                     |                     | \$0                   | \$0                | Project Closed                                                                        |
|                                 | VOCATIONAL JOB DEV                     | \$0                     |                     | \$0                   | \$0                | Project Closed                                                                        |
|                                 | BUSINESS IMPROVEMENT-<br>S.OXNARD      | \$0                     |                     | \$0                   | \$0                | Project Closed                                                                        |
|                                 | CAVC HMLSS SERVICES                    | \$0                     |                     | \$0                   | \$0                | Project Closed                                                                        |
| <b>Totals:</b>                  |                                        | <b>\$1,050,559.97</b>   |                     | <b>\$1,467,135.38</b> | <b>\$1,962,807</b> |                                                                                       |
| <b>CDBG-CV Available Funds:</b> |                                        | <b>\$2,037,807.03</b>   |                     |                       |                    |                                                                                       |
|                                 |                                        | <b>\$3,088,367.00</b>   |                     |                       | <b>\$75,000.03</b> | New CDBG-CV Uncommitted<br>Balance                                                    |

CITY OF OXNARD HOUSING - GRANTS DIVISION  
2021-2022 MID-YEAR REALLOCATION BUDGET

| PROGRAM                                     | PRIOR/CURRENT<br>ACTIVITY | AWARD<br>AMOUNT    | NEW ACTIVITY                           | ADDITIONAL/<br>REVISED FUNDS | NEW<br>TOTAL       | REASON FOR REALLOCATION                                      |
|---------------------------------------------|---------------------------|--------------------|----------------------------------------|------------------------------|--------------------|--------------------------------------------------------------|
| HOME                                        |                           |                    | Consulting Services –<br>Etting Rd     | \$71,000                     | \$71,000           | Additional Funds for Prevailing Wage<br>and Labor Services   |
|                                             |                           |                    | Etting Road – New<br>Construction      | \$1,854,000                  | \$1,854,000        | Funding for Etting Road Affordable<br>Housing Development.   |
|                                             |                           |                    | Cypress Place – New<br>Construction    | \$1,600,000                  | \$1,600,000        | Funding for Cypress Place Affordable<br>Housing Development. |
|                                             |                           |                    | Consulting Services –<br>Cypress Place | \$41,400                     | \$41,400           | Additional Funds for Prevailing Wage<br>and Labor Services   |
|                                             |                           |                    | Activity-Delivery Costs                | \$35,000                     | \$35,000           | Staff and other project-related<br>expenses                  |
| <b>Total:</b>                               |                           |                    |                                        | <b>\$3,601,400</b>           | <b>\$3,601,400</b> |                                                              |
| <b>HOME Available Funds (Carryover+PI):</b> |                           | <b>\$4,135,142</b> |                                        |                              |                    |                                                              |
| <b>Balance After Funding Commitments:</b>   |                           |                    |                                        |                              | <b>\$533,742</b>   | New HOME Uncommitted Balance                                 |

# City of Oxnard

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## 2020 Annual Action Plan CARES Act 7<sup>th</sup> Amendment

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# DRAFT

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030



## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

#### ANNUAL ACTION PLAN CARES ACT AMENDMENT UPDATE-

City of Oxnard amendment to reflect additional resources to a new activity to further the CARES Act mission of preventing, preparing and responding to the impacts related to COVID-19 to the Community Development Block Grant (CARES ACT) (CDBG-CV) of the first year 2020 Annual Action Plan in the 2020-2024 Ventura County Regional Consolidated Plan, per City of Oxnard Council Action on October 6, 2020. This is a substantial amendment and requires the seventh amendment to this document. The amendment is exclusively for the CDBG-CV funds as changes to specific projects have been identified in the AP-38 of this report. City of Oxnard City Council action is scheduled on March 19, 2024.

Housing and community development resources are currently available in Ventura Urban County and Entitlement Jurisdictions include:

- Community Development Block Grant (CDBG) funds
- HOME Investment Partnerships Program (HOME) funds
- Emergency Solutions Grant (ESG) funds
- General funds (tax levy)
- Housing Successor Funds (formerly low-moderate Redevelopment Agency Funds)
- HUD Section 108 Loan funds
- HUD Housing Choice Voucher Program (through the Area Housing Authority of Ventura County, Oxnard Housing Authority, Housing Authority of the City of San Buenaventura, Santa Paula Housing Authority, and the Housing Authority of the City of Port Hueneme)
- California Housing Finance Agency funds (CalHFA)
- State Housing and Community Development (HCD) housing funds
- State transportation funds
- Ventura County Housing Trust Fund
- CARES Act Community Development Block Grant (CDBG-CV) funds
- CARES Act Emergency Solutions Grant (ESG-CV) fund

## Anticipated Resources

| Program | Source of Funds  | Uses of Funds                                                                                                                                                       | Expected Amount Available Year 1 |                    |                           |           | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                                                            |
|---------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|---------------------------|-----------|---------------------------------------------------|--------------------------------------------------------------------------------------------------|
|         |                  |                                                                                                                                                                     | Annual Allocation : \$           | Program Income: \$ | Prior Year Resources : \$ | Total: \$ |                                                   |                                                                                                  |
| CDBG    | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services                                                      | 2,573,996                        | 100,000            | 352,000                   | 3,025,996 | 10,406,067                                        | Block grant from HUD to address housing, community development , and economic development needs. |
| HOME    | public - federal | Acquisition<br>Homebuyer assistance<br>Homeowner rehab<br>Multifamily rental new construction<br>Multifamily rental rehab<br>New construction for ownership<br>TBRA | 775,947                          | 100,000            | 0                         | 875,947   | 3,256,502                                         | Grant from HUD to address affordable housing needs.                                              |



| Program | Source of Funds  | Uses of Funds                                                                                                                                                                            | Expected Amount Available Year 1 |                    |                           |           | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                                                                      |
|---------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|---------------------------|-----------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------|
|         |                  |                                                                                                                                                                                          | Annual Allocation : \$           | Program Income: \$ | Prior Year Resources : \$ | Total: \$ |                                                   |                                                                                                            |
| ESG     | public - federal | Conversion and rehab for transitional housing<br>Financial Assistance<br>Overnight shelter<br>Rapid re-housing (rental assistance)<br>Rental Assistance Services<br>Transitional housing | 221,083                          | 0                  | 0                         | 221,083   | 840,722                                           | Grant from HUD to address needs and services for homeless persons or persons at risk of becoming homeless. |

| Program | Source of Funds  | Uses of Funds | Expected Amount Available Year 1 |                    |                           |           | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                                                                                                                                                                                      |
|---------|------------------|---------------|----------------------------------|--------------------|---------------------------|-----------|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                  |               | Annual Allocation : \$           | Program Income: \$ | Prior Year Resources : \$ | Total: \$ |                                                   |                                                                                                                                                                                                                            |
| Other   | public - federal | Other         | 8,343,372                        | 0                  | 0                         | 8,343,372 | 0                                                 | \$5,255,055 in ESG-CV funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate impacts of COVID-19 |

Table 1 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The jurisdictions leverage federal resources against other sources of federal, state, local, and private funding to maximize the impact of CDBG, HOME, and ESG funds. Leveraging varies from activity to activity depending on the project scope. For instance, the Federal Low-Income Housing Tax Credit (LIHTC), historic tax credits, and various affordable housing loan and grant products from the CA Department of Housing and Community Development and the Federal Home Loan Bank can be leveraged with HOME funding to develop affordable housing.

Although the CDBG program does not require a match, the HOME program and the ESG program require funding match. The HOME program requires a 25 percent non-federal cash or non-cash match of the annual grant amount or entitlement, less 10 percent for administration and five percent for Community Housing Development Organization (CHDO) operating support.

ESG match is required on a one-to-one basis (100 percent match). ESG grantees report required match detail to the Ventura County Continuum of Care (CoC) on a monthly or semi-annual basis. Matching contributions from ESG grantees (cash or non-cash) may be obtained from any source, including any federal source other than the ESG program, as well as state, local, and private sources, per 24 CFR 576.201.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Most County-owned property is used to house County operations or is deed-restricted, limiting its feasibility for new uses. The County has been evaluating land it owns, as it becomes available, for the purpose of providing affordable housing and will continue to consider land that is deemed as surplus for the needs identified in the Regional Consolidated Plan. The County has initiated the use of a surplus building in San Buenaventura for a year-round emergency shelter for homeless persons. The building is currently being renovated and is expected to begin serving clients early in 2020. Additionally, late in 2019 the County released a Request for Qualifications and Concept Proposals for a County-owned property located in the unincorporated area for an affordable housing development, with a permanent supportive housing component.

**Discussion**

Anticipated CARES Act funding is included in "Other" section in table above, \$3,088,367 in CDBG-CV funds to be used to prevent, prepare for and respond to the coronavirus and \$5,255,055 in ESG-CV funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate the impacts of COVID-19.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

| Sort Order | Goal Name                            | Start Year | End Year | Category                          | Geographic Area | Needs Addressed                                                                                                                                                                                              | Funding                                                    | Goal Outcome Indicator                                                                                                                                                                                                                                                                                                                                       |
|------------|--------------------------------------|------------|----------|-----------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1          | Improve Supply of Affordable Housing | 2020       | 2024     | Affordable Housing                |                 | New Rental Housing<br>Housing Support and Stability<br>Homeownership Opportunities<br>Rehabilitation & Preservation of Existing Housing<br>Assistance for Senior Residents<br>Disaster Planning and Recovery | CDBG: \$1,030,153<br>HOME: \$788,353<br>CDBG-CV: \$200,000 | Public service activities other than Low/Moderate Income Housing Benefit: 104 Persons Assisted<br>Rental units constructed: 5<br>Household Housing Unit<br>Rental units rehabilitated: 8<br>Household Housing Unit<br>Homeowner Housing Added: 6<br>Household Housing Unit<br>Housing Code Enforcement/Foreclosed Property Care: 2000 Household Housing Unit |
| 2          | Enhance Economic Stability           | 2020       | 2024     | Non-Housing Community Development |                 | Increase Job Skills<br>Facade Improvements<br>Local Entrepreneurship                                                                                                                                         | CDBG-CV: \$300,000                                         | Jobs created/retained: 20 Jobs<br>Businesses assisted: 0 Businesses Assisted                                                                                                                                                                                                                                                                                 |

| Sort Order | Goal Name                | Start Year | End Year | Category                   | Geographic Area | Needs Addressed                                                                                                                                        | Funding                                               | Goal Outcome Indicator                                                                                                                                                                                  |
|------------|--------------------------|------------|----------|----------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3          | Increase Social Services | 2020       | 2024     | Non-Homeless Special Needs |                 | Housing Support and Stability<br>Assistance for Senior Residents<br>Social Services<br>Youth Activities and Services<br>Disaster Planning and Recovery | CDBG: \$401,099<br>CDBG-CV: \$1,304,889               | Public service activities other than Low/Moderate Income Housing Benefit: 28300 Persons Assisted<br>Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted          |
| 4          | Work to End Homelessness | 2020       | 2024     | Homeless                   |                 | Housing Support and Stability<br>Homelessness                                                                                                          | ESG: \$221,083<br>CDBG-CV: \$0<br>ESG-CV: \$4,732,505 | Tenant-based rental assistance / Rapid Rehousing: 45 Households Assisted<br>Homeless Person Overnight Shelter: 600 Persons Assisted<br>Homelessness Prevention: 20 Persons Assisted<br>Other: 300 Other |

| Sort Order | Goal Name                    | Start Year | End Year | Category                          | Geographic Area | Needs Addressed                                                                                                                                                                                    | Funding                               | Goal Outcome Indicator                                                                                                   |
|------------|------------------------------|------------|----------|-----------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| 5          | Create Quality Neighborhoods | 2020       | 2024     | Non-Housing Community Development |                 | Housing Support and Stability<br>Assistance for Senior Residents<br>Streets and Streetscapes<br>Parks and Community Space<br>Disaster Planning and Recovery<br>Utilities and Public Infrastructure | CDBG: \$707,945<br>CDBG-CV: \$450,000 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing<br>Benefit: 125,000 Persons Assisted |



|   |                          |      |      |                             |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                              |                |
|---|--------------------------|------|------|-----------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|----------------|
| 6 | Effective Administration | 2020 | 2024 | Planning and Administration |  | New Rental Housing<br>Housing Support and Stability<br>Homeownership Opportunities<br>Rehabilitation & Preservation of Existing Housing<br>Assistance for Senior Residents<br>Increase Job Skills<br>Facade Improvements<br>Local Entrepreneurship<br>Social Services<br>Youth Activities and Services<br>Homelessness<br>Streets and Streetscapes<br>Parks and Community Space<br>Disaster Planning and Recovery<br>Utilities and Public Infrastructure | CDBG: \$534,799<br>HOME: \$87,594<br>CDBG-CV: \$833,478<br>ESG-CV: \$522,500 | Other: 0 Other |
|---|--------------------------|------|------|-----------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|----------------|

Table 2 – Goals Summary

Goal Descriptions

|   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Goal Name</b>        | Improve Supply of Affordable Housing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|   | <b>Goal Description</b> | <p>Create and preserve stable, safe, and resilient affordable housing opportunities for homeowners and renters including special needs groups such as farmworkers, persons with disabilities, and the elderly throughout Ventura County.</p> <p>Provide housing support to households impacted by COVID-19. CDBG-CV funds will be used to prevent, prepare for and respond to coronavirus.</p> <p>AMENDMENT UPDATE:<br/>Reduced and reallocated CARES ACT CDBG- CV funding due to activity closed and added new activity.</p> |
| 2 | <b>Goal Name</b>        | Enhance Economic Stability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|   | <b>Goal Description</b> | <p>Enhance economic stability and prosperity by increasing economic opportunities for residents through job skills training and promotion of local entrepreneurship.</p> <p>Provide economic development support to businesses impacted by COVID-19. CDBG-CV funds will be used to prevent, prepare for and respond to coronavirus.</p> <p>AMENDMENT UPDATE:<br/>Reduced and reallocated CARES ACT CDBG- CV funding due to activity closed and added funding to existing activity.</p>                                        |

|          |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>3</b> | <b>Goal Name</b>        | Increase Social Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|          | <b>Goal Description</b> | <p>Increase access to health and wellness services, youth activities, senior activities, and social service activities for residents. Public service activities supporting response to COVID-19. CDBG-CV funds will be used to prevent, prepare for and respond to coronavirus.</p> <p>AMENDMENT UPDATE:<br/>Increased and reallocated CARES ACT CDBG- CV funding due to activities closed and added funds to existing activity.</p>                                                                                                                                                                                                                                                                                                 |
| <b>4</b> | <b>Goal Name</b>        | Work to End Homelessness                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|          | <b>Goal Description</b> | <p>Work alongside the Ventura County Continuum of Care to end homelessness within Ventura County by providing housing, emergency shelter, and social services to homeless persons or those at risk of homelessness.</p> <p>Provide homeless service activities for persons experiencing homelessness impacted by COVID-19. ESG-CV funds will be used to prevent, prepare for and respond to coronavirus pandemic among individuals and families who are homeless or receiving homeless prevention activities to mitigate impacts of COVID-19. CDBG-CV funds will be used to prevent, prepare for and respond to coronavirus.</p> <p>AMENDMENT UPDATE:<br/>Reduced and reallocated CARES ACT CDBG- CV funding due to no activity.</p> |
| <b>5</b> | <b>Goal Name</b>        | Create Quality Neighborhoods                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          | <b>Goal Description</b> | <p>Enhance access to quality, resilient, and livable neighborhoods by improving publicly owned facilities and infrastructure such as parks, streets, sidewalks, and community buildings, including improving accessibility to meet Americans with Disabilities Act (ADA) standards.</p> <p>AMENDMENT UPDATE:<br/>Increased and reallocated CARES ACT CDBG- CV funding due to added new activity.</p>                                                                                                                                                                                                                                                                                                                                 |

|   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6 | <b>Goal Name</b>        | Effective Administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|   | <b>Goal Description</b> | <p>Create and maintain effective housing and community development programs that address the priority needs listed within the Consolidated Plan, comply with all U.S. Housing and Urban Development (HUD) requirements, and achieve the goals and objectives set out by each Ventura County jurisdiction.</p> <p>Administrative tasks supporting activities to prevent, prepare for and respond to coronavirus. (CDBG-CV 20% cap of Allocation and ESG-CV 10% cap of Allocation). Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers.</p> <p>AMENDMENT (5th):<br/>Reduced and reallocated CARES ACT CDBG- CV funding. Total includes unallocated funds of \$620,671.</p> |

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

#### \*\*\*SEVENTH ANNUAL ACTION PLAN AMENDMENT UPDATE –

CDBG-CV funds as changes to specific projects have been identified in the AP-38 of this report;  
Project 13: CV-COVID RESPONSE

These are 2020 Plan year Projects designed to accomplish the goals and objectives of the 2020 AAP. The 2020 Projects will organize Activities in IDIS under the Projects setup in this section of AAP. The Projects are New Rental Housing, Housing Support and Stability, Homeownership Opportunities, Rehabilitation and Preservation, Assistance for Senior Residents, Other Public Services, Youth Activities and Services, Homelessness, Parks and Community Space, Public Facilities and Improvements, Public Facilities-Fire Protection Equipment and Administration and Planning.

Additionally, three new projects will be used to track activities as a result of CARES Act Amendment, CV-COVID RESPONSE, CV-ADMINISTRATION AND ESG20-OXNARD.

#### Projects

| #  | Project Name                       |
|----|------------------------------------|
| 1  | NEW RENTAL HOUSING                 |
| 2  | HOUSING SUPPORT AND STABILITY      |
| 3  | HOMEOWNERSHIP OPPORTUNITY          |
| 4  | REHABILITATION AND PRESERVATION    |
| 5  | ASSISTANCE FOR SENIOR RESIDENTS    |
| 6  | OTHER PUBLIC SERVICES              |
| 7  | YOUTH ACTIVITIES AND SERVICES      |
| 8  | HOMELESS ASSISTANCE                |
| 9  | PARKS AND COMMUNITY SPACE          |
| 10 | PUBLIC FACILITIES AND IMPROVEMENTS |

| #  | Project Name                                |
|----|---------------------------------------------|
| 11 | PUBLIC FACILITIES-FIRE PROTECTION EQUIPMENT |
| 12 | ADMINISTRATION                              |
| 13 | CV-COVID RESPONSE                           |
| 14 | CV-ADMINISTRATION                           |
| 15 | ESG20-OXNARD                                |

**Table 3 - Project Information**

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The allocation priorities are based on the annual needs identified in coordination with other city departments. Public service allocations are determined by the participation from other providers to meet the goals of the ConPlan. HOME funds are balanced between development projects and single family housing needs. HESG allocation are targeted exclusively for the needs of the homeless population.

## AP-38 Project Summary

### Project Summary Information

|   |                                                                                                |                                                                                                                                                                                                                                   |
|---|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Project Name</b>                                                                            | NEW RENTAL HOUSING                                                                                                                                                                                                                |
|   | <b>Target Area</b>                                                                             | NA                                                                                                                                                                                                                                |
|   | <b>Goals Supported</b>                                                                         | Improve Supply of Affordable Housing                                                                                                                                                                                              |
|   | <b>Needs Addressed</b>                                                                         | New Rental Housing                                                                                                                                                                                                                |
|   | <b>Funding</b>                                                                                 | HOME: \$788,353                                                                                                                                                                                                                   |
|   | <b>Description</b>                                                                             | PARTICIPATION IN HOUSING DEVELOPMENT FUNDING ASSISTANCE                                                                                                                                                                           |
|   | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                         |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 5 LOW INCOME HOUSEHOLDS                                                                                                                                                                                                           |
|   | <b>Location Description</b>                                                                    | CITY OF OXNARD. CALIFORNIA                                                                                                                                                                                                        |
| 2 | <b>Planned Activities</b>                                                                      | FINANCIAL ASSISTANCE TO A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE DEVELOPMENT OF 5 HOUSING UNITS FOR LOW INCOME HOUSEHOLDS IN OXNARD. THIS PROJECT INCLUDES 15% OF HOME ALLOCATION SET ASIDE FOR CHDO'S, OR \$131,392. |
|   | <b>Project Name</b>                                                                            | HOUSING SUPPORT AND STABILITY                                                                                                                                                                                                     |
|   | <b>Target Area</b>                                                                             | NA                                                                                                                                                                                                                                |
|   | <b>Goals Supported</b>                                                                         | Improve Supply of Affordable Housing                                                                                                                                                                                              |
|   | <b>Needs Addressed</b>                                                                         | Housing Support and Stability                                                                                                                                                                                                     |
|   | <b>Funding</b>                                                                                 | CDBG: \$200,000                                                                                                                                                                                                                   |
|   | <b>Description</b>                                                                             | HOUSING SERVICES                                                                                                                                                                                                                  |
|   | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                         |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 5 HOUSING UNIT, 8 HOUSEHOLDS (REHABILITATION ), 6 HOUSING UNITS- HOUSING SERVICE; TOTAL OF 19 HOUSEHOLDS                                                                                                                          |

|          |                                                                                                |                                                                               |
|----------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
|          | <b>Location Description</b>                                                                    | VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD                                   |
|          | <b>Planned Activities</b>                                                                      | HOUSING SERVICES FOR LOW - MODERATE INCOME HOUSING HOUSEHOLDS                 |
| <b>3</b> | <b>Project Name</b>                                                                            | HOMEOWNERSHIP OPPORTUNITY                                                     |
|          | <b>Target Area</b>                                                                             | NA                                                                            |
|          | <b>Goals Supported</b>                                                                         | Improve Supply of Affordable Housing                                          |
|          | <b>Needs Addressed</b>                                                                         | Homeownership Opportunities                                                   |
|          | <b>Funding</b>                                                                                 | CDBG: \$125,000                                                               |
|          | <b>Description</b>                                                                             | HOMEOWNERSHIP ASSISTANCE                                                      |
|          | <b>Target Date</b>                                                                             | 6/30/2021                                                                     |
|          | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 6 HOUSEHOLDS ASSISTED                                                         |
|          | <b>Location Description</b>                                                                    | VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD                                   |
|          | <b>Planned Activities</b>                                                                      | HOMEOWNERSHIP ASSISTANCE FOR LOW-MODERATE INCOME HOUSING HOUSEHOLDS           |
| <b>4</b> | <b>Project Name</b>                                                                            | REHABILITATION AND PRESERVATION                                               |
|          | <b>Target Area</b>                                                                             | NA                                                                            |
|          | <b>Goals Supported</b>                                                                         | Improve Supply of Affordable Housing                                          |
|          | <b>Needs Addressed</b>                                                                         | Rehabilitation & Preservation of Existing Housing                             |
|          | <b>Funding</b>                                                                                 | CDBG: \$705,153                                                               |
|          | <b>Description</b>                                                                             | REHABILITATION OF HOUSING UNITS; CODE ENFORCEMENT AND COMPLIANCE              |
|          | <b>Target Date</b>                                                                             | 6/30/2021                                                                     |
|          | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 8 HOUSEHOLDS HOUSING UNITS<br>2,000 HOUSEHOLD HOUSING UNITS (CODE COMPLIANCE) |
|          | <b>Location Description</b>                                                                    | VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD                                   |



|   |                                                                                                |                                                                                                                                                                                                       |
|---|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>Planned Activities</b>                                                                      | AFFORDABLE HOUSING RENTAL UNITS FOR LOW-MODERATE INCOME HOUSEHOLDS; SUPPORT THE CODE ENFORCEMENT ACTIVITIES OF THE CITY OF OXNARD DEVELOPMENT SERVICES TO IMPROVE QUALITY OF LIFE AND PROPERTY ISSUES |
| 5 | <b>Project Name</b>                                                                            | ASSISTANCE FOR SENIOR RESIDENTS                                                                                                                                                                       |
|   | <b>Target Area</b>                                                                             | NA                                                                                                                                                                                                    |
|   | <b>Goals Supported</b>                                                                         | Increase Social Services                                                                                                                                                                              |
|   | <b>Needs Addressed</b>                                                                         | Assistance for Senior Residents                                                                                                                                                                       |
|   | <b>Funding</b>                                                                                 | CDBG: \$47,500                                                                                                                                                                                        |
|   | <b>Description</b>                                                                             | PUBLIC SERVICES SUBJECT TO 15% CAP OF 2021 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR SENIOR SERVICES TO INCREASE THE QUALITY OF LIFE                                                            |
|   | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                             |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 300 PERSONS WILL BE ASSISTED WITH SENIOR SERVICES                                                                                                                                                     |
|   | <b>Location Description</b>                                                                    | CITY-WIDE                                                                                                                                                                                             |
| 6 | <b>Planned Activities</b>                                                                      | 1) ASSISTING WITH DAILY NEEDS FOR SENIORS BY CAREGIVERS VOLUNTEERS ASSISTING THE ELDERLY, CITY OF OXNARD RECREATION AT 2) PALM VISTA SENIOR CENTER                                                    |
|   | <b>Project Name</b>                                                                            | OTHER PUBLIC SERVICES                                                                                                                                                                                 |
|   | <b>Target Area</b>                                                                             | NA                                                                                                                                                                                                    |
|   | <b>Goals Supported</b>                                                                         | Increase Social Services                                                                                                                                                                              |
|   | <b>Needs Addressed</b>                                                                         | Social Services                                                                                                                                                                                       |
|   | <b>Funding</b>                                                                                 | CDBG: \$149,299                                                                                                                                                                                       |
|   | <b>Description</b>                                                                             | PUBLIC SERVICES SUBJECT TO 15% CAP OF 2021 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR SENIOR SERVICES TO INCREASE THE QUALITY OF LIFE                                                            |
|   | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                             |

|   |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 125 LOW-INCOME INDIVIDUALS WILL BE ASSISTED WITH SUBSIDIZED HEALTH CARE SERVICES, FAIR HOUSING SERVICES WILL ASSIST 150 FAMILIES, AND 150 HOMELESS INDIVIDUALS WILL BE ASSISTED WITH EMERGENCY SHELTER AND SERVICES.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|   | <b>Location Description</b>                                                                    | VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|   | <b>Planned Activities</b>                                                                      | <p>***ACTION PLAN UPDATE - The City initially awarded \$20,000 to Thrive Mentorship House where addiction and rehabilitation services for adult men were made available. This activity's funds have been reallocated to a park project. Thrive Mentorship House was unable to complete the initial documentation prior to developing a Subrecipient Agreement, therefore the project was closed. Additionally, the Fair Housing Program has been moved from Public Services to Administration, as the City of Oxnard serves all income levels with this program.</p> <p>1) CITY OF OXNARD FAIR HOUSING PROGRAM, 2) EMERGENCY SHELTER FOR HOMELESS BY COUNTY OF VENTURA HUMAN SERVICES AGENCY RAIN PROGRAM, 3) HOMELESS SERVICES BY SHELTER CARE RESOURCES, 4) SUBSIDIZED HEALTH CARE SERVICES BY LIVINGSTON MEMORIAL VISITING NURSES ASSOCIATION</p> |
| 7 | <b>Project Name</b>                                                                            | YOUTH ACTIVITIES AND SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|   | <b>Target Area</b>                                                                             | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|   | <b>Goals Supported</b>                                                                         | Increase Social Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Needs Addressed</b>                                                                         | Youth Activities and Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|   | <b>Funding</b>                                                                                 | CDBG: \$204,300                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|   | <b>Description</b>                                                                             | PUBLIC SERVICES SUBJECT TO 15% CAP OF 2021 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR YOUTH RECREATIONAL AND EDUCATIONAL PROGRAMS; YOUTH FROM LOW- AND MODERATE-INCOME HOUSEHOLDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|   | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|          |                                                                                                |                                                                                                                                                                                                                                                                                                                                                       |
|----------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 1700 YOUTH WILL BE ASSISTED WITH YOUTH SERVICES/RECREATIONAL AND EDUCATIONAL PROGRAMS IN LOW-MOD NEIGHBORHOODS                                                                                                                                                                                                                                        |
|          | <b>Location Description</b>                                                                    | VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD                                                                                                                                                                                                                                                                                                           |
|          | <b>Planned Activities</b>                                                                      | CITY OF OXNARD RECREATION AT 1) COLONIA GYM, 2) COLONIA BOXING GYM, 3) COLONIA RECREATION CENTER, 4) POLICE ACTIVITIES LEAGUE, 5) RECREATION ON THE GO AND 6) COLONIA LIBRARY EDUCATIONAL PROGRAM                                                                                                                                                     |
| <b>8</b> | <b>Project Name</b>                                                                            | HOMELESS ASSISTANCE                                                                                                                                                                                                                                                                                                                                   |
|          | <b>Target Area</b>                                                                             | NA                                                                                                                                                                                                                                                                                                                                                    |
|          | <b>Goals Supported</b>                                                                         | Work to End Homelessness                                                                                                                                                                                                                                                                                                                              |
|          | <b>Needs Addressed</b>                                                                         | Homelessness                                                                                                                                                                                                                                                                                                                                          |
|          | <b>Funding</b>                                                                                 | ESG: \$221,083                                                                                                                                                                                                                                                                                                                                        |
|          | <b>Description</b>                                                                             | MERGED EXPECTED RESOURCES, PROJECT FUNDING AND NARRATIVES WITH PROJECT ESG20-OXNARD. THIS PROJECT IS NOT AVAILABLE FOR ACTIVITIES.                                                                                                                                                                                                                    |
|          | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                                                                                                                                             |
|          | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER TO 140 INDIVIDUALS; TURNING POINT WILL PROVIDE EMERGENCY SHELTER TO 15 MENTALLY-ILL PERSONS; CITY OF OXNARD HOUSING DEPARTMENT, HOMELESS DIVISION WILL PROVIDE STREET OUTREACH TO 100 INDIVIDUALS; RAPID RE-HOUSING TO 15 HOMELESS HOUSEHOLDS and HOMELESS PREVENTION ASSISTANCE TO 20 HOMELESS PERSONS |
|          | <b>Location Description</b>                                                                    | VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD                                                                                                                                                                                                                                                                                                           |
| <b>9</b> | <b>Project Name</b>                                                                            | PARKS AND COMMUNITY SPACE                                                                                                                                                                                                                                                                                                                             |
|          | <b>Target Area</b>                                                                             | NA                                                                                                                                                                                                                                                                                                                                                    |

|    |                                                                                                |                                                                                                                                                                                                                           |
|----|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>Goals Supported</b>                                                                         | Create Quality Neighborhoods                                                                                                                                                                                              |
|    | <b>Needs Addressed</b>                                                                         | Parks and Community Space                                                                                                                                                                                                 |
|    | <b>Funding</b>                                                                                 | CDBG: \$118,000                                                                                                                                                                                                           |
|    | <b>Description</b>                                                                             | PUBLIC IMPROVEMENTS OF PUBLIC PARKS AND COMMUNITY SPACE WITHIN LOW- AND MODERATE INCOME AREAS                                                                                                                             |
|    | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                 |
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | THIS PROJECT WILL ACCOUNT FOR TANGIBLE IMPROVEMENTS TO PUBLIC IMPROVEMENTS IN LOW-MOD CENSUS TRACT NEIGHBORHOODS. THE ACTIVITIES WILL TARGET LOW-MOD CENSUS TRACT NEIGHBORHOODS, ESTIMATED AT 60,000 PERSONS.             |
|    | <b>Location Description</b>                                                                    | LOW AND MODERATE INCOME AREAS                                                                                                                                                                                             |
|    | <b>Planned Activities</b>                                                                      | 1) PLEASANT VALLEY PARK BALL COURT AND 2) LA COLONIA GREEN ALLEYS                                                                                                                                                         |
| 10 | <b>Project Name</b>                                                                            | PUBLIC FACILITIES AND IMPROVEMENTS                                                                                                                                                                                        |
|    | <b>Target Area</b>                                                                             | NA                                                                                                                                                                                                                        |
|    | <b>Goals Supported</b>                                                                         | Create Quality Neighborhoods                                                                                                                                                                                              |
|    | <b>Needs Addressed</b>                                                                         | Utilities and Public Infrastructure                                                                                                                                                                                       |
|    | <b>Funding</b>                                                                                 | CDBG: \$746,945                                                                                                                                                                                                           |
|    | <b>Description</b>                                                                             | PUBLIC FACILITIES AND IMPROVEMENTS                                                                                                                                                                                        |
|    | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                 |
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | THIS PROJECT IS CITY-WIDE AND WILL ACCOUNT FOR IMPROVEMENTS TO CITY FACILITIES. THE CITY-WIDE ACTIVITIES WILL ASSIST APPROX 209,000 PERSONS, OF WHICH OVER 60% ARE LOW/MOD INCOME RESIDENTS, ESTIMATED AT 125,000 PERSONS |
|    | <b>Location Description</b>                                                                    | CITY-WIDE                                                                                                                                                                                                                 |
|    | <b>Planned Activities</b>                                                                      | 1) HOMELESS SHELTER PORTABLE FACILITIES, 2) MULTI SERVICE CENTER REHABILITATION, 3) ONE STOP FACILITY AND 4) POLICE ACTIVITY LEAGUE (PAL) REHABILITATION 5)HOMELESS SHELTER IMPROVEMENTS AT 1450 SOUTH ROSE AVE           |

|    |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11 | <b>Project Name</b>                                                                            | PUBLIC FACILITIES-FIRE PROTECTION EQUIPMENT                                                                                                                                                                                                                                                                                                                                                                                                              |
|    | <b>Target Area</b>                                                                             | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|    | <b>Goals Supported</b>                                                                         | Create Quality Neighborhoods                                                                                                                                                                                                                                                                                                                                                                                                                             |
|    | <b>Needs Addressed</b>                                                                         | Disaster Planning and Recovery<br>Utilities and Public Infrastructure                                                                                                                                                                                                                                                                                                                                                                                    |
|    | <b>Funding</b>                                                                                 | CDBG: \$195,000                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|    | <b>Description</b>                                                                             | PUBLIC FACILITIES -FIRE PROTECTION EQUIPMENT                                                                                                                                                                                                                                                                                                                                                                                                             |
|    | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | THIS PROJECT IS CITY-WIDE AND WILL ACCOUNT FOR IMPROVEMENTS TO PUBLIC FACILITIES-FIRE PROTECTION EQUIPMENT. THE CITY-WIDE ACTIVITIES WILL ASSIST APPROX 209,000 PERSONS, OF WHICH OVER 60% ARE LOW/MOD INCOME RESIDENTS, ESTIMATED AT 125,000 PERSONS.                                                                                                                                                                                                   |
|    | <b>Location Description</b>                                                                    | CITYWIDE                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 12 | <b>Planned Activities</b>                                                                      | 1) EMERGENCY OPERATIONS CENTER                                                                                                                                                                                                                                                                                                                                                                                                                           |
|    | <b>Project Name</b>                                                                            | ADMINISTRATION                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|    | <b>Target Area</b>                                                                             | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|    | <b>Goals Supported</b>                                                                         | Effective Administration                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|    | <b>Needs Addressed</b>                                                                         | New Rental Housing<br>Housing Support and Stability<br>Homeownership Opportunities<br>Rehabilitation & Preservation of Existing Housing<br>Assistance for Senior Residents<br>Increase Job Skills<br>Facade Improvements<br>Local Entrepreneurship<br>Social Services<br>Youth Activities and Services<br>Homelessness<br>Streets and Streetscapes<br>Parks and Community Space<br>Disaster Planning and Recovery<br>Utilities and Public Infrastructure |
|    | <b>Funding</b>                                                                                 | CDBG: \$534,799<br>HOME: \$87,594                                                                                                                                                                                                                                                                                                                                                                                                                        |

|    |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>Description</b>                                                                             | ADMINISTRATION AND PLANNING COSTS SUBJECT TO CAPS FOR EACH FUNDING SOURCE; CDBG (20% of Allocation & PI) AND HOME (10% of Allocation & PI)                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|    | <b>Target Date</b>                                                                             | 6/30/2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | ADMINISTRATION AND PLANNING ACTIVITIES WILL BENEFIT FAMILIES CITYWIDE. AN ESTIMATED 209,000 PERSONS WILL BENEFIT FROM THIS ACTIVITY OF WHICH OVER 60% ARE LOW- AND MODERATE- INCOME RESIDENTS.                                                                                                                                                                                                                                                                                                                                                                                                                       |
|    | <b>Location Description</b>                                                                    | CITYWIDE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|    | <b>Planned Activities</b>                                                                      | COORDINATION OF ALL CDBG AND HOME ADMINISTRATION AND PLANNING ACTIVITIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 13 | <b>Project Name</b>                                                                            | CV-COVID RESPONSE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|    | <b>Target Area</b>                                                                             | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|    | <b>Goals Supported</b>                                                                         | Enhance Economic Stability<br>Increase Social Services<br>Work to End Homelessness                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|    | <b>Needs Addressed</b>                                                                         | Housing Support and Stability<br>Increase Job Skills<br>Facade Improvements<br>Local Entrepreneurship<br>Social Services<br>Youth Activities and Services<br>Homelessness                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|    | <b>Funding</b>                                                                                 | CDBG-CV: \$2,875,560                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|    | <b>Description</b>                                                                             | CDBG activities to prevent, prepare for and respond to coronavirus. Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. The CV-COVID RESPONSE activities total \$2,470,694.AMENDMENT (5th): Reallocated and increase funds for CDBG-CV projects for COVID response existing and new activities. Total includes unallocated funds of \$620,671<br><br>***AMENDMENT (7 <sup>th</sup> ) Update The City will reallocate CDBG-CV funds of \$300,000 to new activity will provide rental assistance to assist with preventing homelessness (United Way of Ventura County). |
|    | <b>Target Date</b>                                                                             | 6/30/2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|  |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | <p>An estimated 21,000 person will benefit from the Fire Paramedicine activity for low and moderate income residents. 21,000 persons will be assisted with Food Share activity; 14,000 persons will be assisted with Health Sanitation activity; 250 homeless individuals will be assisted with emergency shelter and services; 150 youth will be assisted with youth services and educational programs; 10 persons will be assisted by job development and training; rental assistance program will assist 500; and technical assistance activity will assist 20 businesses. These activities are in low-moderate income neighborhoods.</p> <p>AMENDMENT (5th): Estimated 20 persons assist with job retention/creation; housing prevention services to assist 150 persons; 100 encampment response individuals will be assisted; Post-PAL Shelter rehabilitation for 1 public facility- 11,500 low/mod persons in area.</p> <p><b>***AMENDMENT (7<sup>th</sup>)UPDATE Oxnard CDBG-CV estimate to assist 40 persons with rental assistance.</b></p> |
|  | <b>Location Description</b>                                                                    | <p>Citywide and Low and Moderate Income Areas.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|    |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>Planned Activities</b> | <p>City of Oxnard Fire Department will provide 1) Fire Paramedicine &amp; PPE; City of Oxnard Cultural &amp; Community Services will provide 2) Food Share, 3) Health-Sanitation Program, 4) Homeless Shelter Expansion, 5) Homework Center at Colonia Gym, South Oxnard Center, Durley Park Youth Center; City of Oxnard Housing Department will provide 6) Homeless Outreach, 7) Homeless Encampment Response, 8) Vocational Job Development &amp; Training, 9) Business Improvement-South Oxnard; City of Oxnard Housing Authority will provide 10) Rental Assistance Program; and Community of Action of Ventura County will provide 11) Oxnard Homeless Services; 12) Business Assistance Program.</p> <p>AMENDMENT (5th): The following activities were cancelled due to not carrying out the program during COVID-19: City of Oxnard: 4) Homeless Shelter Expansion, 8) Vocational Job Development &amp; Training, 9) Business Improvement-South Oxnard, and Community of Action of Ventura County: 11) Oxnard Homeless Services. The following activities closed and fund balance were reallocated: City of Oxnard Fire Department will provide 1) Fire Paramedicine &amp; PPE; City of Oxnard Cultural &amp; Community Services will provide 2) Food Share, 3) Health-Sanitation Program, 5) Homework Center at Colonia Gym, South Oxnard Center, Durley Park Youth Center. The City of Oxnard Housing Authority will provide 10) Rental Assistance Program will be closed with reduced funds. The following activities needs increased during COVID-19 therefore increased funding: City of Oxnard Housing Department and Ventura County Health Care Agency: 7) Homeless Encampment Response; Economic Development Collaborative of Ventura County: 12) Business Assistance Program. The following are new activities due to COVID-19 are Oxnard Housing Authority 13) Prevention Services and City of Oxnard 14) PAL Rehabilitation. Total includes unallocated funds of \$620,671</p> <p><b>***AMENDMENT (7<sup>th</sup>) UPDATE- OXNARD CDBG-CV funds will provide rental assistance to assist with preventing homelessness (United Way of Ventura County).</b></p> |
| 14 | <b>Project Name</b>       | CV-ADMINISTRATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|    | <b>Target Area</b>        | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|    | <b>Goals Supported</b>    | Effective Administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



|    |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                        |
|----|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>Needs Addressed</b>                                                                         | Housing Support and Stability<br>Increase Job Skills<br>Facade Improvements<br>Local Entrepreneurship<br>Social Services<br>Youth Activities and Services<br>Homelessness                                                                                                                                                                                              |
|    | <b>Funding</b>                                                                                 | CDBG-CV: \$212,807                                                                                                                                                                                                                                                                                                                                                     |
|    | <b>Description</b>                                                                             | Administrative tasks supporting activities to prevent, prepare for and respond to coronavirus. (20% cap of Allocation) Subject to the CARES Act and emergency policy from HUD, including program regulations and waivers. The CV-ADMINISTRATION Project total is \$617,673.AMENDMENT (5th): Reduce CDBG-CV Administration project and reallocated to CDBG-CV projects. |
|    | <b>Target Date</b>                                                                             | 6/30/2022                                                                                                                                                                                                                                                                                                                                                              |
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | Administration and planning activities will benefit families citywide. An estimated 209,000 persons will benefit from this activity of which over 60% are low- and moderate- income residents.                                                                                                                                                                         |
|    | <b>Location Description</b>                                                                    | Citywide.                                                                                                                                                                                                                                                                                                                                                              |
|    | <b>Planned Activities</b>                                                                      | Coordination of all CDBG-CV Administration and planning activities.<br>AMENDMENT (5th): Continue Administering the CDBG-CV funds.                                                                                                                                                                                                                                      |
| 15 | <b>Project Name</b>                                                                            | ESG20-OXNARD                                                                                                                                                                                                                                                                                                                                                           |
|    | <b>Target Area</b>                                                                             | NA                                                                                                                                                                                                                                                                                                                                                                     |
|    | <b>Goals Supported</b>                                                                         | Work to End Homelessness                                                                                                                                                                                                                                                                                                                                               |
|    | <b>Needs Addressed</b>                                                                         | Homelessness                                                                                                                                                                                                                                                                                                                                                           |
|    | <b>Funding</b>                                                                                 | ESG: \$221,083<br>ESG-CV: \$5,255,005                                                                                                                                                                                                                                                                                                                                  |

|  |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Description</b> | <p>***AMENDMENT 6TH - Mercy House will utilize \$233,022 for emergency shelter services provided prior to 9/30/2023; Ventura County Health Care Agency will utilize \$291,000 for emergency shelter services provided prior to 9/30/2023, and the City of Oxnard will utilize the balance of the ESG-CV funds serving one household placing them in non-congregate shelter in the amount of \$859.24. These activities are expected to zero out the ESG-CV fund balance. ***AMENDMENT (4th) Updated activities 4) Turning Point Foundation will provide Emergency Shelter, 5) Mercy House will provide Rapid Re-Housing. Both activities are regular ESG funds. ***AMENDMENT(3rd) Updated activities Oxnard ESG-CV funds will provide 1) Homeless Expansion Shelter (Mercy House Emergency Shelter) at K Street (2) Temporary Homeless Shelter at PAL (Mercy House Emergency Shelter), Emergency Shelter Maintenance (at K Street and PAL) 3) Temporary Emergency Shelter at 2nd Street (terminated), and Emergency Shelter (Turning Point Foundation), and Emergency Shelter Services (Ventura County Healthcare Services) 4) Case Management &amp; Rapid Re-Housing, 5) Homeless Encampment Response-Outreach, 6) Street Outreach (Ventura County Health Care Services Agency and the Salvation Army) and 7) Tenant-Based Rental Assistance (United Way-Forward Home) and 8) Administration of ESG-CV***Annual Action Plan Amendment Update (2nd) - The City reallocated ESG-CV funds to activities that needed additional funding within the calendar year. ESG-CV Administration was reduced to \$51,090, and Emergency Shelter was increased to \$4,083,495 - dedicated to Mercy House Shelter Services and Operations, Turning Point Foundation, and Ventura County Health Care Services Agency. Street Outreach was reduced by \$136,516 with those funds moving to Emergency Shelter Services. The original Annual Action Plan had an unallocated amount of \$651,589, that is now moving to Emergency Shelter Services. HESG ANNUAL \$221,083 - Administration and Planning costs subject to 7.5% Cap, or \$16,581. HEARTH Emergency Solutions Grant funds to provide financial assistance to various service providers for Emergency Shelter and Street Outreach subject to 60% Cap; Homeless Prevention, Rapid Re-Housing, and HMIS activities to serve homeless individuals and families, and those at-risk of becoming homeless. Street Outreach and Emergency Shelter activities will be limited to 60% of HESG allocation, or \$132,649. All HESG subrecipients are required by CITY OF OXNARD to provide matching funds of a dollar for every dollar HESG grant dollar received. (First AAP Amendment) ESG-CV ANTICIPATED RESOURCES ALLOW</p> |
|--|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                | \$5,476,088 OF ESG-CV ACTIVITIES TO PREVENT, PREPARE FOR AND RESPOND TO CORONAVIRUS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Target Date</b>                                                                             | 6/30/2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Estimate the number and type of families that will benefit from the proposed activities</b> | <p>HESG PY 2020 Annual grant will assist Kingdom Center with Emergency Shelter activity funds for 140 individuals; assist Turning Point with Emergency Shelter funds for 15 mentally ill persons; City of Oxnard Housing Department, Homeless Division with funds to contract for a provider to assist with Street Outreach to 100 individuals; Rapid Re-Housing to 15 Homeless households and Homeless Prevention assistance to 20 homeless persons.</p> <p>With CARES Act, ESG-CV funds - Homeless activities planned are Emergency Shelter to 350 homeless persons; Rapid Re-Housing to 30 individuals; Street Outreach to 200 individuals.</p> <p>***AMENDMENT ESG-CV - an additional 95 individuals have been identified for services within the last fiscal year of the ESG-CV period to add to the final total number served.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Location Description</b>                                                                    | Various locations throughout the City of Oxnard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Planned Activities</b>                                                                      | <p>PY 2020 HESG Annual activities will be; 1) Administration of HESG activities, 2) Kingdom Center will provide Emergency Shelter for families, 3) Emergency Shelter for mentally ill by Turning Point Foundation, 4) City of Oxnard Housing Department, Homeless Division, will provide Street Outreach, 4) Rapid Re-Housing, and 5) Homeless Prevention.</p> <p>Oxnard ESG-CV funds will provide 1) Homeless Expansion Shelter, 2) Temporary Homeless Shelter at K Street, 3) Temporary Emergency Shelter at 2nd Street, 4) Case Management &amp; Rapid Re-Housing, 5) Homeless Encampment Response-Outreach, 6) Street Outreach and 7) Administration of ESG-CV.</p> <p>***AMENDMENT - Mercy House assisted a total of 50 individuals with emergency shelter services through ESG-CV funding during the pandemic period. The Ventura County Health Care Agency assisted an extra 44 individuals with non-congregate shelter services with the proposed \$291,000 provided through ESG-CV. The City served 1 individual through non-congregate shelter services with the balance of the ESG-CV funding. A total of 95 additional individuals have been served with the final balance of the ESG-CV funding, therefore the proposed overnight shelter number increased from 505 to 600.</p> |

## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The primary national objectives of the ConPlan programs are to benefit LMI residents, therefore, the City's CDBG funds will be targeted to extremely low, low, and moderate-income persons. The City has traditionally dedicated 100 percent of its CDBG resources to activities that exclusively benefit LMI persons. CDBG funds will be used to serve the LMI persons Citywide and in Low-Moderate Areas (LMA). This trend is expected to continue in PY 2020. Also, the City will continue to assist the low-income persons citywide with HOME and HESG funds. The target areas are: (1) Citywide, with 89 percent of the total entitlement funds; and, (2) the LMA Census Tract, 11 percent. The total entitlement includes the administration and planning funding.

#### **Geographic Distribution**

| <b>Target Area</b> | <b>Percentage of Funds</b> |
|--------------------|----------------------------|
| NA                 | NA                         |

**Table 4 - Geographic Distribution**

#### **Rationale for the priorities for allocating investments geographically**

The need for affordable housing (funded from CDBG and HOME) is present throughout the City. CDBG funds for direct benefit category-capital improvements and code enforcement are allocated based on the percentage of LMI persons within the LMA neighborhoods. Regarding the Public Services category of the CDBG funds, the proposed projects will focus on the basic needs of the residents such as health care, essential and supportive services, as well as housing services. The special population such as seniors, homeless and youth will continue to receive their funding for the healthcare needs, nutrition needs, education needs, shelter support and recreational needs.

HESG allocations are based on the limited clientele are distributed citywide.

HOME funds are distributed based on the income eligibility of the clients and citywide basis. These allocations also cover designated areas targeted by Code Compliance efforts to reduce and eliminate the deterioration of the areas through the Homeownership program as well as the Housing Rehabilitation program: homeowners will improve the beautiful appearance of the home and the safety of the neighborhood.

## **Discussion**

As always, the City of Oxnard will continue to look for available public and private resources and creative ways to fund the needy programs.

DRAFT

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

HOME affordable housing loans for down payment assistance or rehabilitation will leverage affordable housing loan programs, funded by State of CA, such as BEGIN and CAL-HOME. HOME development financing assistance will leverage development funds from State of California, developer equity, private financing, and tax credit financing.

Lower-income households continue to pay a high percentage of their income for housing, compared to other income groups. A large percentage of lower-income renters tend to experience overcrowding and inadequate housing conditions as housing problems. In order to help provide decent and affordable housing, and improve the social and economic status for LMI households in Oxnard, the following programs will be available during the next program year:

1. First time Homebuyer Loan Program
2. Homeownership Assistance Program
3. Rehabilitation of Single-Family and Mobile home Housing Units
4. Rehabilitation of Housing Rental Units
5. Construction of new affordable dwelling units
6. Preservation of 520 public housing rental units and 1,840 Section 8 vouchers (including 15 set aside vouchers for homeless persons and 67 VASH vouchers for veterans)

| One Year Goals for the Number of Households to be Supported |       |
|-------------------------------------------------------------|-------|
| Homeless                                                    | 50    |
| Non-Homeless                                                | 2,360 |
| Special-Needs                                               | 250   |
| Total                                                       | 2,660 |

Table 6 - One Year Goals for Affordable Housing by Support Requirement

| <b>One Year Goals for the Number of Households Supported Through</b> |       |
|----------------------------------------------------------------------|-------|
| Rental Assistance                                                    | 2,145 |
| The Production of New Units                                          | 5     |
| Rehab of Existing Units                                              | 6     |
| Acquisition of Existing Units                                        | 10    |
| Total                                                                | 2,166 |

**Table 7 - One Year Goals for Affordable Housing by Support Type**

### **Discussion**

City of Oxnard's Affordable Housing Division (AHRD) offers HOME grant funds to finance homebuyer assistance and rehabilitation of owner-occupied single family housing for local residents. AHRD will also continue to provide financial assistance to Community Housing Development Organizations (CHDO) to develop affordable housing units throughout the City subject to available funding and as permitted by the funding source. Loan information is provided to interested residents at homeownership fairs, workshops, and on the City of Oxnard's Housing Department website.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

Oxnard Housing Authority (OHA) currently administers 520 public housing units, 1,840 Section 8 rental assistance vouchers, which includes 67 VASH vouchers and provides support services through its Resident Services program and Family Self-Sufficiency (FSS) program. The needs of public housing residents are supported with a Resident Services program which offers a variety of services to families and youth on-site. The FSS program supports and promotes public housing and Section 8 families with homeownership opportunities and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program. Marketing flyers for the residential rehabilitation program and the home buyer program are also available in the City's Housing Department lobby.

### **Actions planned during the next year to address the needs to public housing**

Modernization projects for the public housing units, where most needed, are funded through its Capital Fund program. Every 5 years the Capital Fund program conducts a PNA (Physical Need Assessment) throughout the entire housing units and sends out survey questionnaires to the residents to assess the physical deficiencies in their units. It also collects input from Maintenance and Public Housing Staff. All the collected deficiencies get translated into capital improvement projects and get tabulated into a 5 year action plan. Each year, in its Annual Plan and Statement, Capital Fund re-prioritizes those projects identified in the 5 year plan.

For Fiscal year 2020/21, the following capital improvement projects for public housing units are planned:

|                                             |                 |
|---------------------------------------------|-----------------|
| Cal 31-2 (Felicia Court) Roofing            | \$250,000       |
| Exterior Doors                              | \$220,000       |
| Cal 31-8 (Palm Vista) Boiler Replacement    | \$ 10,000       |
| Cal 31-5 (Plaza Vista) Kitchen Cabinets     | \$175,000       |
| Cal 31-7 (Scattered sites) Kitchen Cabinets | \$350,000       |
| Building Improvements                       | \$ 10,000       |
| <br>Total Planned projects for 2020         | <br>\$1,015,000 |

In 2019, the Oxnard Housing Authority retired 144 public housing units, the impacted public housing residents were issued Section 8 Project Based Vouchers for the Las Cortes Project and any remaining families were given Section 8 tenant based vouchers to relocate to a unit in the private market.



**Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Homeownership opportunities are promoted by offering public housing families homeownership counseling services by Ventura County Community Development Corporation (VCCDC). In addition, families are informed of these services through its Family Self-Sufficiency Program and distribution of fliers to all households.

Public housing residents are encouraged to participate in public housing tenant associations that advocate on behalf of tenants to support efforts to improve public housing stock and living conditions.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Not Applicable

**Discussion**

In order to respond to the increasing need for affordable housing units within the community, OHA and the Housing Department will continue to seek new resources of financing new housing development projects and partnering with developers, owners, and CHDO's.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

Jurisdictions that receive federal funds for homeless assistance are required to conduct a Point In Time Count (PIT) of homeless persons each year. The 2020 PIT count was conducted on January 29, 2020. The "Ventura County 2020 Homeless Count and Subpopulation Survey: Final Report", published in April 2020. The report is at the following website:

<https://s333020.pcdn.co/wp-content/uploads/2020/04/2020-VC-Homeless-Count-Report-Final.pdf>

In summary, the PIT count is a snapshot of homeless people who could be enumerated on one specific day. The 2020 PIT counted a total of 379 unsheltered homeless persons in Oxnard.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

In the previous twelve months the City of Oxnard established a year around homeless shelter and navigation center located on K Street in Oxnard. The City of Oxnard contracted Mercy House to operate the navigation center. The navigation center will continue its operation for the next twelve-month period and beyond. Oxnard has launched an effort to develop a new construction mixed-use development that will include a new and replacement navigation center and 110-bed homeless shelter plus other support services and fifty-four units of permanent supportive housing. We expect that this new project will be in operation within thirty-six months and will maintain the interim operation on K Street until relocation is possible.

During the next year, Oxnard will engage a new street outreach team to offer navigation for basic needs, services and shelter. The street outreach team will coordinate with Mercy House and the Oxnard Navigation Center as well as the Homeless Liaison Officers with the Oxnard Police Department.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The emergency shelter and transitional housing needs of homeless persons are currently being addressed by several service providers throughout Ventura County. The emergency shelter needs in the area are met by the following providers: Mercy Housing in operation of the Oxnard Navigation Center, Ventura County Rescue Mission - single men over the age of 18 with rotating stay schedule, 10 nights in/5 nights out; Kingdom Center - emergency shelter for single women and women with children; Lighthouse Mission for Women and Children - single women and women with children; and Turning Point Foundation - mentally ill individuals.

Transitional housing needs are currently being met by the following providers: Kingdom Center - single

women and women with children; Khepera House - single men; Many Mansions - transition aged youth, single women and women with children; Turning Point Foundation - single mentally ill persons; Salvation Army - families, single parents and single persons; VC-HSA - families, single parents and children, and single persons; Project Understanding - families and single parent households.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

There are many providers that are working diligently to assist homeless persons from not only finding housing, but also to prevent further incidents of homelessness. The Oxnard Housing Authority has created a homeless preference in issuance of Housing Choice Vouchers and is actively offering permanent housing opportunities. During the 2019 – 2020 fiscal year the Oxnard Housing Authority expects to house fifty otherwise homeless families with the use of Housing Choice Vouchers.

The Ventura County Human Services Agency utilizes both County General Funds and the City's Emergency Solutions Grant to provide eviction prevention and rapid re-housing services to all of these populations; they will continue to do this in the forthcoming operating year. Additionally, Ventura County Veterans Services, Homeless Health Care and Ventura County Behavioral Health all work closely with the service providers to provide other supportive services to assist in reducing the incidence of homelessness as they have also done in the recent past.

OHA works in conjunction with the Veteran Administration to administer 67 housing vouchers for homeless veterans under the VASH program. This program targets chronically homeless veterans.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The CoC has documented discharge policies of all of the above mentioned services that spell out various directions to ensure persons are not discharged into homelessness. Additionally, as stated earlier, HSA works with qualifying low-income persons and families to avoid homelessness. This is done with the utilization of HESG and Ventura County allocated general fund dollars. Under the CoC discharge policy, in fulfilling the State Mandated Policy (state law related to the discharge protocol), the following are

found:

1. **Health Care Facilities:** the County health care system describes the discharge policy as interdisciplinary responsibility. For the persons who require ongoing medical and nursing care and who have no identifiable address they may be discharged to a respite program at the RAIN project, a County operated transitional housing project. Others, upon discharge routinely go to group homes, board and care facilities, or reunite with families and friends.
2. **Mental Health Facilities:** the Ventura County Medical Center Psychiatric Inpatient Unit with the collaboration of Ventura County Behavioral Health and various community agencies provide discharge planning and placement assistance to patients, when leaving the mental health facilities.
3. **Foster care and other youth facilities:** the goal is to provide assisted services to eligible youth and young adults between the ages of 16 and 21 in making a successful transition from foster care to independent living and achieve self-sufficiency. In addition to the County Children and Family Services, a Transitional Age Youth (TAY) center, operated by Pacific Clinic is also available.
4. **Corrections programs and institutions:** upon release, inmates are able to obtain housing in transitional and permanent housing programs, group homes, and sober living homes as well as with family and friends.

## **Discussion**

The CoC has incorporated each of the following goals of Opening Doors into its 20-year plan to end homelessness:

1. Ending chronic homelessness through targeted street outreach (CDBG-Community Action-One Stop Shelter, CoC-Oxnard Homeless Outreach Program, VCHSA-Rapid Re-housing, HESG-Winter Warming Shelter), discharge planning and implementation of a housing first approach.
2. Preventing and ending homelessness among veterans by providing permanent supportive housing beds, in addition to Section 8 HUD VASH vouchers.
3. Preventing and ending homelessness for families, youth, and children by 2020 through rapid rehousing program and homeless prevention activities. The CoC set a path to ending all types of homelessness in its 10-year plan by implementing a coordinated assessment system-Pathways to Home. As a result, the number of chronic homeless, veterans, families, and youth continue to demonstrate positive results.
4. All of the above objectives are still in progress and will be folded into a regional plan and strategy lead by the County of Ventura.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

Barriers or constraints to the affordability of housing exist in many forms. A particular building code that to one sector might be interpreted as a “negative” public policy that acts as a barrier to affordable housing may to another sector be seen as a life-saving necessity – for example, seismic safety construction requirements. The same can be said for zoning and land use regulations. It should be noted that in Ventura County, local growth limitations have been adopted by direct ballot measures. Some of these measures entail costs which can affect housing supply and the cost of housing that is produced.

Barriers to exit homelessness include the lack of a permanent, year round shelter and the lack of housing units for those at the very low- and low- income spectrum. Because of the high cost to develop housing for these populations and limited public funding to subsidize the development of new affordable housing units, developers often do not have the resources to develop the number of units necessary to house this population. When this occurs, badly needed units go undeveloped, thus further limiting housing opportunities for those hardest to house.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability are imposed by the mandates created by State Law (such as preparing and adopting a General Plan and conducting environmental reviews), are adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visitability design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed, but are the cumulative effect of the development requirements imposed by the layers of government regulations and laws that impact residential development.

**Discussion:**

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to avoid and ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any barriers over which the City has legal authority, in accordance with applicable law.

DRAFT

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

The City will implement the goals and strategies of the Consolidated Plan to achieve the other actions listed in the next section.

### **Actions planned to address obstacles to meeting underserved needs**

The City will continue to utilize available resources to fund administrative support activities to meet the underserved needs in the community. The City will continue to work with the appropriate state agencies to administer the assets of the former redevelopment agency in the appropriate manner, and to the benefit of the LMI community whenever possible and feasible. Limited availability of funding from federal, state and other sources;

High cost of housing and provisions in the area which increases the difficulty of meeting affordable housing needs;

Reduced or frozen funding from state and other sources due to inadequate state revenue; the housing and credit crisis causing a negative effect;

A tight job market has produced an increased demand for production of new housing which is not being met, increasing home prices. Salaries are not commensurate with the high cost of housing in this market. These two factors combine to exacerbate the affordability crisis; and,

Credit crisis has limited the availability of capital to develop housing for low-and moderate-income households and special needs groups. City staff will address the challenges of existing and new obstacles in PY 2020 by focusing on the following programmatic and administrative areas: Staff will continue to research the availability of future funding resources that leverage the development of affordable housing units, inclusive of grants, bond financing, Section 108 funding and partnering with other affordable housing developers. CDBG and other funds will be used to fund administrative support for programs that serve the needs of LMI citizens citywide. This is especially critical now that no redevelopment agency funding is available, given that redevelopment agencies no longer exist in California. Staff will continue to collaborate with private-sector partners when appropriate in the development and construction of affordable housing. Staff will continue to collaboratively work with the service provider community, non-profit organizations, and neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility and which can comply with timely draw-down requirements.

### **Actions planned to foster and maintain affordable housing**

The City utilizes its Inclusionary Housing Program to provide significant numbers of affordable housing units. To ensure that Oxnard has enough opportunity sites suitable for residential development and to meet the remaining RHNA affordable allocation of 2,497 lower income and moderate units and 53

above moderate income units, the City is relying on the following:

- The All Affordable Housing Opportunity Program (AAHOP) and Affordable Housing (AH) additive zone (see Supplement 2) with an inventory of 2,067 units on 38 AAHOP sites
- 66 Vacant and Underutilized Sites (see Supplement 2)

The City of Oxnard has adopted several ordinances that establish inclusionary affordable housing requirements for new developments. Relevant ordinances are City Council Ordinances 2721 and 2615. The Inclusionary Housing Program provides for in-lieu fee payments that can replace the on-site units within a development subject to approval by the City Council. The City is currently in the process of completing a study to increase the City's in-lieu fee. In-lieu fees for development project are as follows:

**For-Sale Units:** If the in-lieu request is granted, the developer is required to make a payment of 1 percent of the sales price of each for sale unit in the project based on increments of \$50,000, with a minimum payment of \$5,000 for each unit.

**Rental Units:** A payment is required for each rental unit. The price is adjusted every six months by the percentage increase or decrease for the previous six months as determined by the Los Angeles Riverside-Orange County Consumer Price Index for all urban consumers.

The City Council generally prefers on-site affordable housing as opposed to payment of in-lieu fees. A project that is approved for in-lieu payments has usually agreed to another public benefit through a Development Agreement that justifies the in-lieu payment. In-lieu payments are made when the developer applies for building permits for the approved units. The in-lieu fees collected provide funding support in the form of developer loans to new affordable housing projects and are almost always leveraged with other funding sources. The current in-lieu fund balance is approximately \$2.8 million.

Possible incentives may include, but are not limited to, the following:

- Assistance with accessing and applying for funding (based on availability of federal, state, local foundations, and private funds)
- Mortgage-subsidy or down payment assistance programs to assist first- time homebuyers and other qualifying households, when such funds are available
- Expedited/streamlined application processing and development review
- Modification of development requirements, such as reduced setbacks and parking standards on a case-by-case basis
- Density bonus



### **Actions planned to reduce lead-based paint hazards**

The City will coordinate activities with the County of Ventura Department of Health and Human Services to reduce lead-based paint hazards in accordance with federal regulations. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Elevated Blood Lead Level". OHA staff provides a brochure related to lead based paint hazards to all new tenants and program participants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.

### **Actions planned to reduce the number of poverty-level families**

Eliminating poverty is a clear concern in Oxnard and Ventura County in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents through collaborative efforts of the following agencies and their programs to provide needed skills for individuals seeking jobs and thereby getting them out of poverty:

- City Corp
- Community Action of Ventura County
- Oxnard Housing Authority
- County of Ventura-Human Services Agency
- City's youth programs such Police Activities League programs, Colonia Gymnasium, Colonia Recreation Center and Boxing programs

### **Actions planned to develop institutional structure**

Extensive public and private partnerships have been established and organized to address the City's housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Relocation meetings for residents, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County Continuum of Care Council, Housing Committee meetings).

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special meetings and task force.

#### **Discussion:**

The City anticipates significant numbers of inclusionary affordable housing to be developed within several proposed specific plans and other new projects. Based on a thorough review, the City does not believe that the current inclusionary housing program is a constraint to the development of housing in addition to the incentives and concessions currently being offered and conversations with local developers who have been able to work within the requirement of the inclusionary housing program and produce housing. To further ensure the program does not pose a constraint, the City has included a monitoring process.

Other actions that the City of Oxnard will continue to improve compliance assessment for all its HUD funded programs and projects by 1) monitoring program and financial performance; 2) compliance with Environmental review: each project is reviewed for compliance with the National Environmental Protection Act. The City has a consulting agreement with Rincon to assist and perform the environmental reviews for housing developments and facility improvement projects, more complicated, and time consuming projects; 3) Labor Compliance Act: the City reviews and perform the contract administration of all CDBG-funded construction projects; 4) Section 3 Compliance: this function is also performed by the City; 5) Procurement and Purchasing: The City has its own procurement and purchasing policies managed by staff in the Finance Department; 6) Partnerships with Citizen Advisory Groups: Inter-Neighborhood Council Forum, Commission on Homelessness, Parks and Recreation and Community Services Commission, Mobilehome Park Rent Review Board, and Senior Services Commission.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

In addition to the 20% cap for Administration, the City of Oxnard also allocates 15% of 2020 CDBG funds for public services such as recreation programs for youth, homeless services, senior services and fair housing activities. The balance of the funds will be allocated to housing activities, code compliance and public facilities and improvements. In the event of an emergency (such as an earthquake, flooding, or hurricane ...) the City will cut the non-committed funds from other existing projects in order to fund the urgent need within the allowable range. However, the urgent need to meet the following tests: (1) the existing conditions pose a serious and immediate threat to the health and welfare of the community, (2) the existing conditions are recent or recently became urgent, generally 18 months, (3) the City cannot finance on its own, (4) and when other funding sources are not available.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

|                                                                                                                                                                                                |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed                                            | 0        |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0        |
| 3. The amount of surplus funds from urban renewal settlements                                                                                                                                  | 0        |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan                                                   | 0        |
| 5. The amount of income from float-funded activities                                                                                                                                           | 0        |
| <b>Total Program Income:</b>                                                                                                                                                                   | <b>0</b> |

#### Other CDBG Requirements

|                                         |   |
|-----------------------------------------|---|
| 1. The amount of urgent need activities | 0 |
|-----------------------------------------|---|

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. 100.00%

**HOME Investment Partnership Program (HOME)  
Reference 24 CFR 91.220(I)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Other forms of local investments for housing that may be available to projects include financing from the City's in-lieu fees, CDBG funding. Additionally, the City also provides homebuyer assistance through the use of program income received from BEGIN and CALHOME State funded grant programs.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Refer to Questions # 3 for Resale Provisions & procedures.

Recapture:

Provisions

- "In the event that the homebuyer fails to satisfy the requirements during the term of the loan, or otherwise defaults, the City shall exercise its legal rights, as set forth in the promissory note and deed of trust, in order to recover the monetary assistance previously provided to the maximum extent permitted by law."
- "If the recapture provisions are triggered by a sale of the housing unit, (whether voluntary or involuntary –such as foreclosure) or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds. The phrase 'net proceeds' is defined as the sales price, minus the loan repayment of the first trust deed (other than HOME funds) and any closing costs."

The HOME Program regulations allow the City to recapture the entire HOME Subsidy, in the event the loan recipient violates the affordability and or term period requirements. However, should the 'net proceeds' not cover the entire HOME Subsidy or not cover any of the HOME Subsidy, the City is required to forgive the remaining balance of the direct HOME Subsidy.

- During the term of the loan, the homeowner must repay the loan if it is sold, transferred or refinanced without the City's permission and/or with cash out to the homeowner or the

homeowner does not occupy the residence as a primary residence.

#### Procedures

The City utilizes an agreement which includes restrictions, and a promissory note secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if recapture provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

The City will exercise the rights stipulated in the promissory note, secured by the deed of trust that was recorded with the County Recorder's Office.

Should Borrower transfer (as that term is defined in the Note) the Property during the occupancy period, City shall require that Borrower pay from the net proceeds the full amount of the Loan. For purposes of this Loan Agreement, "net proceeds" shall mean the sales price minus loan repayment (other than CDBG funds) and closing costs.

In the event net proceeds are not sufficient to discharge the full amount of the Loan during the occupancy period plus enable the Borrower to recover his or her initial investment in the Property and documented costs of any capital improvements, Borrower shall share the net proceeds with City. The City's share of the net proceeds shall be calculated as follows:

$$(\text{Amount of Loan} / \text{Amount of Loan} + \text{Borrower's Investment}) = \% \text{ of Net Proceeds that City is entitled to.}$$

Should the net proceeds not discharge the full amount of the Loan, City shall forgive the remaining balance.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Refer to Question #2 for Recapture provisions and procedures.

#### Resale

#### Provisions

During the affordability period, the homeowner must resell to another low-income homebuyer if the property is refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

The original homebuyer receives a fair return on investment, (i.e., the homebuyer's down payment plus capital improvements made to the house. It is important to note that in certain circumstances, such as a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less or the same price as the original purchase price); and

In the event that the homebuyer fails to satisfy the requirements during the term, or otherwise defaults, the City shall exercise its legal rights, as set forth in the Resale Restriction Agreement.

#### Procedures

The City utilizes a Resale Restriction Agreement (RRA) secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if resale provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

If the homeowner defaults or fails to satisfy requirements during the term, the City will exercise the rights stipulated in the Resale Restriction Agreement.

Property must be sold to an eligible low-income homebuyer which shall acquire the unit subject to the continuation of restrictions provided in the RRA through an assumption agreement.

The purchase price must be affordable for a low-income household who earns up to 80% of the area median income, provided by HUD. The monthly cost for principal, interest, taxes, insurance, HOA fees, utilities, and maintenance should not be more than 30% of the monthly income for the household or otherwise stated in the RRA. There is no preference to a particular segment of the low-income population.

The resale price is calculated using one of two ways methods described below. The method used is identified in the RRA:

Determined as the affordable housing cost for a family at 80% of AMI paying no more than 30% of the monthly income for the household or in accordance of California Health And Safety Code 50025.5, whichever is lesser, but not less than the original price paid by homebuyer, or

Determination using a CPI method to calculate the increase (or decrease) in value of the property.

The U.S. Bureau of Labor Statistics Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside- Orange Counties Area (all items based 1982-1984=100) provides the CPI on the date of the calculation and the CPI on the purchase date. The calculation is the CPI on the date of the calculation minus the CPI on the purchase date, plus the cost of improvements to property evidenced with receipts, less 7% depreciation, plus the costs of bringing the housing unit up to current building codes and in a salable condition.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City currently does not have any plans to invest HOME funds in this type of activity.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with

special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).
7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

### **Emergency Solutions Grant (ESG) Reference 91.220(l)(4)**

1. Include written standards for providing ESG assistance (may include as attachment)

The City does not provide any direct assistance under the HESG program any longer. All written standards vary by service providers and assistance type. However, all providers must ensure recipients meet the minimum qualifications established by HUD for each eligible funded activity. HESG Policies and Handbook are provided to all HESG subrecipients.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Regional Ventura County Continuum of Care Alliance has established centralized or coordinated assessment system, Pathways to Home, that provides coordination intake as well as systems to avoid duplication of effort and redundancies.

Pathways to Home is centralized to provide identical information and system-wide tracking through HMIS, of all homeless individuals who seek and /or receive assistance at any one of the various service providers, or through the County directly.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The process for making all sub-awards for HESG recipients are as follows:

- a. The City formally posts the Notice of Available Funds (NOFA) in the regional newspaper, on the City's website, and emails and paper mail are sent to all existing and potential service providers from Santa Barbara to Los Angeles.
- b. All interested agencies attend information workshop/application training on the process, which includes all deadline dates and times.
- c. Interested agencies then submit their application, project overview and qualifications

- d. The Review Panel included representatives from City Advisory Groups.
  - e. The Review Committee reviews all proposals and provides a scores for each eligible application. The funding recommendations are derived based on the scores.
  - f. The funding recommendation are adjusted to meet the available resources and cap requirements; reviewed by management and then submitted to the City Council for approval.
  - g. All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.
  - h. The Mayor and City Council directs the City Manager and staff to move forward with final processing.
  - i. Staff prepare all contracts for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.
  - j. Contracts are completed and services can begin on July 1.
  - k. All HESG contracts are awarded for two years.
4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City meets the homeless participation requirement by having a homeless and formerly homeless person serve on the City's Commission on Homelessness. In addition, each entity receiving city HESG funding is also asked to provide information as to how they involve the homeless.

5. Describe performance standards for evaluating ESG.

#### PERFORMANCE MEASURES

Performance measures are in place to ensure the efficient administration of all HESG funded activities. Additionally, along with the utilization of the HMIS, these measures will hopefully help to reduce the length of time of family and individuals remain homelessness, reduce the overall incidence of homelessness, and monitor the overall use of emergency shelters. Some of the activity measures are as follows:

- Emergency Shelters: Excluding winter shelters, must be able to document placement of a minimum of 10 percent of the homeless persons or households served in the Program Year into transitional or permanent housing.
- Transitional Housing: must be able to document placement of a minimum of 50 percent of the households who completed the transitional housing program in the Program Year into permanent housing. "Household" is defined as all clients including single individuals and families.
- Rapid Re-housing: must show continued housing of clients receiving assistance for at least three months after receiving assistance. This should be done via case management of clients,



documentation and HMIS entry and exit dates.

- **Eviction Prevention:** must show continued housing of clients receiving assistance for at least three months. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- **All clients,** with the exception of victims of domestic violence, must be entered into the Regional HMIS within 15 days of receiving service(s), and must be exited from the system within 30 day of program completion or termination.
- **MINIMUM STANDARDS:** Sub-grantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty days of executing the Program Year contract.
- **BUILDING AND HABITABILITY STANDARDS:** Any building for which HESG funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the Sub-Grantee must meet a number of basic standards to ensure that shelter and housing facilities funded through the HESG program are safe, sanitary and adequately maintained.
- **MONITORING:** City staff will monitor the use of grant funds through a combination of a thorough review of all submitted reports, review of audit or financial statements, and monitoring and site visits.

The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements.

### **Discussion:**

Homeless Assistance Division continues to fund all the activities prescribed in the HEARTH act. With the sub-recipients cooperation, the City's HESG will continue to provide substantial additional leverage funds to invest in the various programs in order to assist the homeless population toward the goal of reduction and ending homelessness. Also, HESG limits the cost categories for administration and planning to 7.5% or \$16,581 and 60% for street outreach and emergency shelter \$132,649; total \$149,230 for those cost categories. The City's 2020 action plan allows the maximum toward \$16,581 administration and planning, and a total of \$71,853 or 32.5% toward other activities such as homeless prevention and rapid re-housing support.

# City of Oxnard Citizen Participation Plan

Amended May 16, 2023  
CARES Act Addendum October 6, 2020

Prepared by:

City of Oxnard  
Housing Department, Grants Management Division

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## **I. Introduction**

Pursuant to Title 24, Code of Federal Regulations, Part 91.105, HUD entitlement cities are required to adopt a citizen participation plan. Subsection (a) requires that citizen participation plans adopted prior to August 17, 2015 need to incorporate newer provisions of the 24 CFR 91.105. The City of Oxnard originally adopted its Citizen Participation Plan on October 18, 1994. On July 25, 2000 the original document was amended. This amended Citizen Participation Plan will incorporate provisions to comply with 24 CFR 91.105.

## **II. Purpose of the Citizen Participation Plan (CPP)**

- A. The Citizen Participation Plan sets forth the policies and procedures for citizen participation in the development of the City of Oxnard (City) Consolidated Plan and Annual Action Plan, any substantial amendments to these plans, the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), and the Assessment of Fair Housing (AFH), in coordination with the Oxnard Housing Authority (OHA).
- B. The City shall provide the public with a reasonable opportunity to comment on the original Citizen Participation Plan and any amendments thereto. Amendments to the Citizen Participation Plan may be considered substantial or less than substantial as determined by the City based on the nature of the amendment and applicable HUD regulations. The 2018 amendment to the Citizen Participation Plan is substantial.

## **III. Encouragement of Citizen Participation**

- A. A key component of the Citizen Participation Plan is that it must provide for and encourage citizen participation, especially by low- and moderate-income persons, and in particular those persons living in areas designated by the City as a revitalization area or in a slum or blighted areas and residents of predominantly low- and moderate-income neighborhoods, and where CDBG funds are proposed to be used.
- B. The City shall explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods. Efforts must be taken to encourage the participation of all its citizens, including minorities and non-English speaking persons, and persons with disabilities.

#### **IV. Consolidated Plan and Annual Action Plan Preparation**

The U.S. Department of Housing and Urban Development (HUD) requires communities receiving funds under the Community Planning and Development formula grant programs to submit a multi-year consolidated plan and annual action plan. The City of Oxnard, in partnership with the County of Ventura, Cities of Camarillo, Simi Valley, Thousand Oaks and Ventura, to create a 5-year regional consolidated plan.

The consolidated plan establishes the City of Oxnard's goals and objectives for housing and community planning and development. A community must have a consolidated plan and action plan both approved by HUD before expending funds under the grant programs Community Development Block Grant (CDBG), including activities under the Section 108 loan program, HEARTH Emergency Shelter Grants (HESG), and HOME Investment Partnerships (HOME).

The consolidated plan is created to address the unmet public service and housing needs of low-income persons and families within the City. For each consolidated plan period, an annual action plan is developed each year to identify specific activities, goals and funding allocations addressing the priorities established within the consolidated plan.

#### **V. Environmental Reviews**

The City maintains a written record of the environmental review undertaken for every project or program receiving federal funds from HUD. This environmental review record is available for public inspection. Certain projects require publication of specific actions or findings, which include a description of the activity, its location, and identification of any measures required to mitigate potentially significant adverse effects. Public comment periods are included in the review process as prescribed by NEPA and 24 CFR Part 58.

#### **VI. Citizen Participation for Section 108 Loan Guarantee Program**

A. In accordance with Section 108 regulations, Subpart M-Loan Guarantees, 24 CFR 570.704, the City will comply with the following pre-submission and citizen participation requirements before submitting an application for Section 108 loan guarantee assistance to HUD. These requirements will also apply to the submission of an Economic Development Initiative (EDI), and Brownfield Economic Development Initiative (BEDI) application.

1. The City will develop a proposed application to include the community development objectives and activities the City proposes to pursue and carry out with the Section 108 funds. Each activity will be described in sufficient detail, including the provision under which the project is eligible, the national objective it meets, the amount of funds expected to be used, and the activity's location to allow citizens to determine the degree to which they will be affected. The proposed application will also indicate which activities will generate program income and where citizens may obtain additional information

about proposed activities. The proposed application will also include a description of the pledge of grants required under 24 CFR 570.705(b)(2).

2.The City will also publish a public notice which will include its proposed application providing citizens an opportunity to examine the application’s contents and to make comments. The public notice will also advise citizens on how and where to submit comments as well as notify citizens of when and where a public hearing will be held at which they can provide further input on the proposed application. The public notice will be published at least 30 calendar days in advance of the public hearing.

3.A minimum of two (2) public hearings, held at different stages of the Consolidated Plan citizen participation process, will be held for the purpose of obtaining the views of citizens and formulating or responding to proposals and questions. At least one of these hearings will be held before submission of a Section 108 application to HUD to obtain the views of citizens on community development and housing needs. At the hearing, each activity will be described in sufficient detail including: the provision under which the project is eligible, the national objective to be met, the amount of funds expected to be used, and the activity’s location so that citizens can determine the degree to which they will be affected.

4.Citizens will have up to 30 calendar days, plus the day of the public hearing, to comment.

Once the City has published the public notice and held the public hearing, the City will determine if the proposed application needs to be modified, based on comments and views received, before submitting the application to HUD. Upon completion, the final application will be made available to the public at the City Clerk’s office.

## **VII. Assessment of Fair Housing Plan/Analysis of Impediments Revisions and Administrative Updates (AFH/AI)**

A. The City shall provide community residents with reasonable notice and an opportunity to comment on revisions to the AFH/AI, as specified under 24 CFR 5.164.

B. The City has determined that an AFH/AI revision is necessary when:

1. The material change in circumstances affects the information on which the AFH/AI is based;
2. The analysis, fair housing contributing factors, or the priorities and goals of the AFH/AI no longer reflect actual circumstances.

C. The City will provide affected citizens a period of not less than 30 calendar days to make comments on a significant AFH/AI revision before it is implemented. Acceptable methods of meeting the citizen participation requirements include:

1. Publication of the availability of the substantial change(s) in a local newspaper. The publication will provide a link to a City Housing Department web page which will provide more detailed information on the significant revision(s) and how to provide comments.
2. Publication of any proposed change shall appear in a local newspaper whose primary circulation is within the area serving the community of affected citizens;
3. Advertisement of the availability of the proposed change on the City's website;
4. Posting notices in public buildings within the City, which include, but are not limited to, public libraries; or,
5. Holding meetings with citizens' advisory groups within the area affected by the significant revision.

D. Notification to the public shall advise citizens of how and where to submit comments on the proposed changes. A summary of these comments, and a summary of comments not accepted and the reasons therefore, shall be attached to the significant revision that is submitted to HUD.

## **VIII. Access to Meetings for Persons with Disabilities and Non-English Speaking Persons**

- A. The Citizen Participation Plan shall provide for and encourage participation by all citizens, including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to ensure that mobility, visual or hearing impairments shall be accommodated.
- B. To accommodate non-English speaking persons, a translator shall be provided at each hearing and other translators may be made available upon request with at least three business days' notice. Requests can be made by email or telephone to the City Clerk's Office.

## **IX. Public Outreach and Access**

- A. The consolidated plan and annual action plan development processes shall include consultation with organizations that provide community services, public and private

organizations, community based organizations, faith based organizations, philanthropic organizations, businesses and developers.

- B. Commencing with consolidated plans submitted on or after January 1, 2018, consultations must occur with broadband internet service providers, organizations engaged in narrowing the digital divide, agencies that manage flood prone areas, public land or water resources, and emergency management agencies.
- C. Citizens are encouraged to participate in an advisory role in the planning, implementation, and assessment of the projects recommended under the plan(s).
- D. Notices of public hearings meetings will be sent to members of the Inter-Neighborhood Council Committee (INCC), the presidents of the public housing tenant advisory councils.

## **X. Funding Recommendations**

- A. Prior to the adoption of the Consolidated Plan and/or Annual Action Plan by the City Council, the following information shall be made available to citizens, public agencies and other interested parties:
  - 1. Grant funds that will be available or anticipated to be available for the proposed plan (including program income).
  - 2. Range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income.
- B. A summary of the proposed Consolidated Plan and/or Annual Action Plan shall be published in at least one newspaper of countywide circulation and the announcement may also appear in at least one Spanish language newspaper of general circulation. Public service announcements may also be provided for local radio stations or on social media. The summary shall describe the plans and purpose of the plan(s) and include a list of the locations where copies of the entire plan(s) may be examined. As a minimum, digital or hard copies of the proposed plan(s) shall be available for public review at the main Oxnard Public Library, City Clerk's Office and the City's Housing Department offices on 435 South D St., Oxnard, CA.
- C. The Consolidated Plan and/or Annual Action Plan and the activities to be funded shall be made available on the City's Housing Department, Grants Management web page.
- D. The Consolidated Plan and/or Annual Action Plan shall be made available for public comments for a minimum of 30 days prior to submission to HUD. Written comments can be mailed to the Grants Manager, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030 or emailed to [grantsmanagement@oxnard.org](mailto:grantsmanagement@oxnard.org).



## **XI. Displacement of Persons**

The Citizen Participation Plan must, as required by 24 CFR Part 91, Section 91.105, "set forth the jurisdiction's plans to minimize displacement of persons and to assist any persons displaced...."

The City will pursue projects which promote affordable housing, i.e., new construction and rehabilitation, which will not dislocate persons or families. (Some temporary relocation may be required for rehabilitation projects). If permanent relocation is necessary (due to the acquisition of an occupied residence planned for major reconstruction or demolition, etc.), the City will comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, which establishes types and levels of assistance required depending upon the circumstances. Certification of compliance is included in the City of Oxnard Consolidated Plan.

The City has on file its Residential Anti-displacement and Relocation Assistance Plan as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, which pertains to any activity assisted with funding under the CDBG, ESG or HOME programs.

## **XII. Public Hearings**

- A. The public hearings will be held at City of Oxnard Council Chambers and/or in facilities in or adjacent to low and moderate-income neighborhoods. Public hearings may be scheduled during the evening to ensure the maximum attendance by residents.
- B. The City shall hold a minimum of two public hearings per plan year (fiscal year). The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities, to address the unmet needs of low-and moderate-income persons regarding housing, community and economic development and public services.
- C. The first hearing may be held in facilities in or adjacent to low-moderate-income neighborhoods or City Council Chambers. The purpose of the initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs.
- D. An optional public hearing may be held to solicit public comment on activities which could be implemented to address the unmet needs identified at the first public hearing but prior to the adoption of the proposed plan by the City Council. The purpose of this hearing is to obtain citizens' comments on proposed activities and funding allocations.
- E. The final public hearing will be held to obtain citizens' comments on proposed activities and to present the Consolidated Plan and/or the Annual Action Plan to the City Council for

adoption. The final hearing shall be held in the City Council Chambers. Should an in-person meeting be infeasible, the City's meeting guidelines will be followed.

- F. The hearings shall be announced in at least one newspaper of general circulation in English. The announcement will also appear in at least one Spanish language newspaper of general circulation. The hearings may also be announced as a public announcement on radio stations and/or social media, as appropriate, and announced through an informational flyer distributed/posted by Housing Authorities, public service and other organizations. At least one Spanish language radio station may be informed and the flyer may be prepared in Spanish. The announcement for the public hearings will also be e-mailed, or mailed upon request to the current list of HUD partners, subrecipients and other interested parties in the City of Oxnard.

### **XIII. Technical Assistance**

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

### **XIV. Amendments to the Plan**

A. The City shall amend its approved Consolidated Plan and/or Annual Action Plan if:

1. A change in its allocation priorities;
2. A decision to carry out an activity using funds not previously described in an action plan covered by the consolidated plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD); or
3. A change in the purpose, scope, location, or beneficiaries of an activity occurs.

B. Amendments will be considered substantial changes and require official action if:

1. Grant funds are allocated to a new activity for the first time;
2. A funding increase in a current activity, or a change in the use of funding from one eligible activity to another by 10 percent, or \$200,000 or more in CDBG or HOME funding, whichever is greater, and \$50,000 in ESG funding or more;

3. A change of more than 10 percent of an annual grant amount.

- C. Changes that are less than substantial represent less than the amounts listed in section XIV(B), and do not have a significant impact on the project's purpose, scope, location, or beneficiaries. If an activity is not funded in the current year, but is the same or similar to an activity funded in another program year, and the addition is less than amounts above, and there is no significant change in the project (purpose, scope, location, or beneficiaries), it is not considered a substantial change. The authorized City official with the corresponding approval amounts may approve changes that are less than substantial. Funds that are changed by ten percent must be presented in the Annual Action Plan (or Annual Action Plan amendment) staff agenda report and pre-approved by City Council.
- D. Reallocation of funding among program years is not considered a substantial change, if considered less than substantial as described in the amounts above.
- E. Program income will be allocated with the Annual Action Plan and with HUD requirements. If program income received is greater or less than the projected amount, it will be adjusted and used accordingly, and reported in both the year's CAPER and the subsequent Annual Action Plan as to how it was used or the planned use for the following year.
- F. The City must submit a copy of each amendment to HUD. HUD allows amendments as they occur or at the end of the program year. Letters transmitting copies of amendments must be signed by the official representative of the City authorized to take such action.
- G. Substantial amendments of the Consolidated Plan or Annual Action Plan will require a Public Hearing and City Council approval. Notice of public hearing will be posted on the City's Housing Department, Grants Management Division webpage and noticed in a newspaper of general circulation a minimum of 30 days prior to implementation. A public hearing will be held to obtain citizens' comments on the proposed substantial amendment and to present the substantial amendment to the City Council for adoption. Less than substantial amendments will be adjusted by city management according to their funding approval levels and may not be presented to City Council, as they are considered administrative adjustments that do not meet the fiscal threshold that requires Council approval.

## **XV. Consolidated Annual Performance and Evaluation Report (CAPER)**

- A. The City will prepare the CAPER as required at the close of the grant year which shall be made available for public comment for a minimum of 15 days prior to submission to HUD.
- B. Public comments will be accepted and responded to, as appropriate, with a summary of the comments attached to the CAPER for submittal to HUD.

## **XVI. Availability of Documents**

- A. The Consolidated Plan, Annual Action Plans, substantial amendments, CAPER and the Citizen Participation Plan will be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request.
- B. The Consolidated Plan, Annual Action Plans, CAPER, the Citizen Participation Plan and the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, will be available for review at the City of Oxnard Housing Department, 435 South D Street, Oxnard, CA during working hours.

## **XVII. Citizen Participation Coordinator**

- A. The Citizen Participation Coordinator shall be a member of Grants Management Division staff in the Housing Department of the City of Oxnard.
- B. The Citizen Participation Coordinator shall make past and present programmatic and funding information available to citizens during all phases of the HUD Community Planning and Development Program cycle, upon request.

## **XVIII. Comments and Complaints**

- A. The City shall consider all verbal or written comments or views of citizens received at the public hearings in preparing the final Consolidated Plan, Annual Action Plans, amendments to these plans, Section 108 Loan applications, CAPER or the Citizen Participation Plan.
- B. A summary of these comments or views shall be attached to the final Consolidated Plan, amendment to the Plan, CAPER or Citizen Participation Plan and submitted to HUD as appropriate.
- C. The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.
- D. Written comments, complaints and/or grievances can be submitted to the Housing Director, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030.

## **XIX. Contingency Plan in the Event of an Emergency/Disaster**

- A. In the event of an emergency or disaster that presents a serious and immediate threat to the health and welfare of the citizens of the City, the noticing requirements for public hearings shall be reduced to the number of calendar days provided by the most stringent requirement within the local, state or federal statute provided during the time of the event.

- B. Reprogramming of funds in the event of such an emergency will require approval by the highest official, per City policies as described in the Code of Ordinances, Section 6, Emergency Organization and Functions, and Unfair Pricing. When emergency decisions require Council approval, the proposed reprogram of funds will be presented when Council is in session, or ratification of the reallocation when the City of Council is in recess. If an accelerated emergency occurs, the most stringent approval requirement within the local, state, or federal statute will be followed.

**CITY OF OXNARD**  
**CITIZEN PARTICIPATION PLAN – Addendum**  
**FOR THE 2020 CARES ACT FUNDS, FLEXIBILITIES AND WAIVERS**

**A. POLICY STATEMENT**

1. This Citizen Participation Plan Addendum specifically addresses the special policies and guidelines in support of addressing the impacts of COVID-19 through the use of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships Act (HOME) programs, and the 2020 CARES Act Funds, termed CDBG-CV and ESG-CV.
2. All policies and processes described in the City of Oxnard (hereinafter referred to as “City”) Citizen Participation Plan, amended on July 10, 2018, is applicable to all CDBG, ESG and HOME funding sources unless specified in this Addendum.
3. All policies and processes specified in this Addendum are applicable through the adoption date of this Addendum and will expire upon the date specified for the CARES Act of 2020 funding and waivers, by the United States Department of Housing and Urban Development (HUD) department.

**B. DEFINITIONS**

1. CARES Act Flexibilities and Waivers – HUD Secretary issued statutory and regulatory waivers/alternative requirements for CDBG-CV, ESG-CV and some CDBG, HOME and ESG funds when necessary to expedite or facilitate the use of grant funds to prevent, prepare for, and respond to coronavirus. Prohibits waivers/alternative requirements related to fair housing, nondiscrimination, labor standards, and the environment. (see Appendix A: CARES ACT HUD Waivers Applicable to Citizen Participation Plan)
2. CDBG-CV – Community Development Block Grant funding specifically allocated for the impacts related to COVID-19
3. ESG-CV – Emergency Solutions Grant funding specifically allocated for the impacts related to COVID-19

**C. PLANNING PROCESS FOR CONSOLIDATED PLAN DOCUMENTS**

1. Public Review and Comment – Documents (Plans) created for the CARES Act of 2020 funds and waivers will be made available to the public for no less than 5 calendar days. Written comments will be accepted during the public comment period. Summaries of comments will be attached to documents requiring public reviews and input.

**D. MEETINGS AND HEARINGS**

1. During locally, state, or federally declared Stay-At-Home orders, public meetings may occur virtually and will publicly post meeting dates, times, and instructions in advance of the meetings.

## **Citizen Participation Plan (CPP) Procedural History**

1. Originally adopted CPP by City Council on October 18, 1994
2. Modifications to CPP adopted by City Council on July 25, 2000
3. Amended CPP adopted by City Council on July 10, 2018
4. CARES Act Addendum approved by City Council on October 6, 2020
5. Amended CPP adopted by City Council on May 16, 2023

**Appendix A**  
**CARES ACT**  
**HUD Waivers**  
**Applicable to Citizen Participation**  
**Plan**



# **CARES ACT HUD Waivers Applicable to Citizen Participation Plan**

## **CONSOLIDATED PLAN REQUIREMENTS**

### **1. Citizen Participation Public Comment Period for Consolidated Plan**

**Amendment Requirement:** 30-day Public Comment Period.

**Citations:** 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401

**Explanation:** A CPD grantee may amend an approved consolidated plan in accordance with 24 CFR 91.505. Substantial amendments to the consolidated plan are subject to the citizen participation process in the grantee's citizen participation plan. The citizen participation plan must provide citizens with 30 days to comment on substantial amendments.

**Justification:** Given the need to expedite actions to respond to COVID-19, HUD waives 24 CFR 91.105(c)(2) and (k), 91.115(c)(2) and (i) as specified below, in order to balance the need to respond quickly to the growing spread and effects of COVID-19 with the statutory requirement to provide reasonable notice and opportunity for citizens to comment on substantial amendments concerning the proposed uses of CDBG, HOME, HTF, HOPWA or ESG funds.

**Applicability:** This 30-day minimum for the required public comment period is waived for substantial amendments, provided that no less than 5 days are provided for public comments on each substantial amendment. The waiver is available through the end of the recipient's 2020 program year. Any recipient wishing to undertake further amendments to prior year plans following the 2020 program year can do so during the development of its FY 2021 Annual Action Plan.

### **2. Citizen Participation Reasonable Notice and Opportunity to**

**Comment Requirement:** Reasonable Notice and Opportunity to Comment.

**Citations:** 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401

**Explanation:** As noted above, the regulations at 24 CFR 91.105 (for local governments) and 91.115 (for States) set forth the citizen participation plan requirements for recipients. For substantial

amendments to the consolidated plan, the regulations require the recipient to follow its citizen participation plan to provide citizens with reasonable notice and opportunity to comment. The citizen participation plan must state how reasonable notice and opportunity to comment will be given.

**Justification:** HUD recognizes the efforts to contain COVID-19 require limiting public gatherings, such as those often used to obtain citizen participation, and that there is a need to respond quickly to the growing spread and effects of COVID-19. Therefore, HUD waives 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401 as specified below to allow these grantees to determine what constitutes reasonable notice and opportunity to comment given their circumstances.

**Applicability:** This authority is in effect through the end of the 2020 program year.

# 2020 Annual Action Plan Amendment Community Development Block Grant CARES Act

Emilio Ramirez, Director  
Housing Department

City Council  
April 2, 2024

1. In October of 2020, the City Council accepted Community Development Block Grant-CARES Act (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus in the amount of \$3,088,367.
2. The City currently has an unallocated balance of \$1,070,671.65 remaining.
3. Activities identified for CDBG-CV Funding:
  - \$300,000 - United Way of Ventura County – for rental assistance, rental and utility deposits, and moving expenses for low-income residents

That the City Council:

1. Conduct a United States Department of Housing and Urban Development public hearing regarding the fiscal year 2020-2021 Annual Action Plan Amendment- CARES Act;
2. Approve the fiscal year 2020-2021 Annual Action Plan Amendment CARES Act;
3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the 2020-2021 Annual Action Plan Amendment CARES Act and authorize the budget appropriations to fund the administration and projects;
4. Authorize the City Manager and his designees, to execute the required documents to submit the 2020-2021 Amended Annual Action Plan CARES Act to the United States Department of Housing and Urban Development; and,
5. Authorize the City Manager, and his designees, to execute all the agreements necessary for the implementation of the Annual Action Plan Amendment CARES Act.





## CITY COUNCIL AGENDA REPORT

### REPORTS AGENDA ITEM NO. K.1

**DATE:** April 2, 2024

**TO:** City Council

**FROM:** Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

**SUBJECT:** Study Session to Provide Direction on Advancing Accessory Dwelling Unit (ADU) Regulations Authorized Under California Assembly Bill 1033. (10 minutes)

### RECOMMENDATION

That the City Council:

1. Receive and file the information provided in this staff report; and
2. Determine that the City of Oxnard should not implement Assembly Bill 1033.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 12, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/GVjG74Mbwbk>

### BACKGROUND

#### EXECUTIVE SUMMARY

At the November 7, 2023 City Council meeting, a request was made that staff provide information regarding the implications associated with implementing Assembly Bill (AB) 1033 ("bill"). The intent of the legislation is to create opportunities for homeownership by allowing property owners to create an accessory dwelling unit (ADU) as condominiums. This would allow an ADU to be sold, along with the land upon which the ADU is located.

In summary, AB 1033 authorizes a local agency to adopt a local ordinance to allow the separate conveyance of the primary dwelling unit and ADU(s) as condominiums. This is a change from the prior law (AB587) in that the separate conveyance of an ADU was prohibited except in limited instances. Under the new bill, local governments need to "opt in" to the ADU-as-condominium approach for it to be an option in their cities.

There are advantages, disadvantages, as well as unknowns that should be considered in evaluating this matter. The main concern being that "opting in" would result in potential delays to the work plans and priorities established by the adopted Housing Element, without evidence that AB1033 will increase housing production. At this time, there is no compelling need for this option as a means of incentivizing ADU development given the significant increase in the number of ADUs constructed and under construction in Oxnard. Further, Housing Element compliance with affordability projections could be negatively compromised; therefore, staff recommends that the potential downsides outweigh the potentially minor benefits of implementing this bill. Based on staff's analysis, staff's recommendation is to not opt in or implement an AB 1033 program.

### BACKGROUND

Under AB 1033, local governments need to opt in to the ADU-as-condominium approach for it to be an option in their city. If a city opts in and creates an AB 1033 program, an ADU (along with the land upon which the ADU is located) can be sold if the owner follows the same rules that apply to condominiums. As already established, through a subdivision of land, the principal residence and the new lot/ADU would both be considered condominiums.

Since January of 2017, Oxnard has been subject to State Laws establishing the ADU as an allowed “by right” use, which generally apply to residentially-zoned parcels with one existing “primary” dwelling unit. Since 2017, the State Legislature has adopted approximately thirteen additional bills providing further clarification or expanding upon ADU laws in California. In 2023, the State Legislature passed three additional bills: AB 1033 permitting condo sales; AB 976 permanently banning owner occupancy requirements; and AB 434 which requires ministerial approvals for two unit residential projects. Of the three bills, only AB 1033 is voluntary; the other two new requirements must be followed by the local jurisdiction.

The City of Oxnard has processed a series of Zone Text Amendments (“Amendments”) in 2016, 2019, 2020, and 2023 to facilitate construction of ADU’s consistent with State law. As a result of these changes, permitting activity for ADUs has significantly increased due to a streamlined process, reduced fees and parking requirements, allowing Junior ADU’s (JADU) and ADUs on a residential parcel/lot and converting existing permitted space (e.g., in a garage or detached accessory structure) into an ADU. The number of ADUs permitted by Oxnard in 2020 was 129, which is more than double the number of permits issued in 2019, which was only 50. In 2023, 167 were submitted for construction plan review, 191 were issued a building permit and 73 units were constructed and occupied.

## ANALYSIS

Prior to adoption of an ordinance implementing AB 1033, the City should consider the implications of implementing AB 1033, which are further discussed below.

### **Potential Advantages-The potential advantages, in no particular order, are:**

**a. Increase in more moderate income units.** Whether an ADU is rented out or independently sold, does not change how it is counted under Regional Housing Needs Allocation (RHNA). Therefore, allowing the subdivision of ADUs for separate conveyance would not alter the City’s compliance under RHNA from an overall housing unit production standpoint. The ADU converted to ownership through a subdivision could be reassigned as a moderate income unit and counted towards meeting the City’s moderate income housing requirement. This deficiency in income type is typically referred to as “missing-middle” -referring to middle-income housing units (see Attachment 1).

ADU’s can also be less expensive to develop than new standalone housing types, such as new single family dwellings or condominiums, as they often rely upon existing development such as a garage or division of the main house, or infrastructure such as heating, ventilation, water service and sewer delivery. These savings in initial property development can be reflected in a lower sales cost to the eventual buyer. Certainly, the availability of smaller homes at less cost could provide an attractive opportunity for homebuyers who are either currently priced out of the housing market, or other buyers such as seniors, who are seeking to downsize from larger properties. These smaller homes could address a housing need which has been challenging to meet. *However, this provision will potentially result in a loss of existing low income units. (see “Potential Disadvantages” section of this report).*

**b. Increase in the availability of homeownership opportunities for smaller homes.** This is because the subdivision of property would generate two condominium opportunities for each residential site. This would result in more moderate income units, addressing a housing need which has been challenging for the City to meet.

**c. Increase in availability of medium or larger sized homes.** There is the potential for an increased availability of medium and larger sized homes, as the small homes created through the subdivision of the ADUs, would provide options for those hoping to downsize their residence (as opposed to aging in place) into smaller units where they could still enjoy the benefits of homeownership. This may be particularly attractive for seniors downsizing, young households and lower income households. Demographers anticipate a “silver wave” as baby boomers downsize into smaller homes, with retirees' preference to move funds into equity rather than renting.

**d. Incentivize property owners to build an ADU.** AB 1033 requires that the ADU be completed prior to the recordation



of the final map associated with the condoization. AB 1033 allows existing ADUs to be sold separately from the primary residence as a condominium pursuant to legislative requirements. This is very similar to converting existing apartments into condominiums. This does not increase the housing stock, it just changes the type of housing. AB1033 will convert rental units to ownership units. That said, AB 1033 could incentivize some property owners that were previously not interested in building an ADU for rent to develop an ADU with the intent of selling it.

**e. Increase property tax revenue in the City.** The primary residence and new ownership ADU would have separate property tax assessments. It is expected that the remaining single family converted property would likely be reassessed to reflect a smaller lot size and therefore, property tax assessment associated with that property would likely be less. However, the newly created ADU property would have a separate property tax assessment, which may result in an increase in assessed value and thus an increase in property tax revenue. However, it is unknown if this would result in a nominal increase in municipal property taxes.

**Potential Disadvantages-The potential disadvantages, in no particular order, are:**

**a. Workload Impacts.** The 2021-2029 Housing Element establishes a series of Housing Programs to be implemented by staff through the end of the 2021-2029 housing cycle. These programs were adopted with the Housing Element as they implement the established goals and policies of the 2030 General Plan. As this law was not contemplated in the Housing Element or General Plan, there would be a need for the reshuffling of workloads to prioritize this effort. This would result in potential delays to the work plans and priorities established by the adopted Housing Element, without proof that AB1033 will increase housing units. This is similar to SB9, where the intent was to increase housing units, yet to date Oxnard has not received an application under the SB 9 provisions (see further discussion below). As such, staff recommends that based on this alone, Council should not opt-in now. However, in the future if other cities are seeing success and an increase in ADU production due to this bill staff will bring this item back to City Council for reconsideration.

**b. Parking.** Under existing ADU requirements, parking is often not required for the construction of new ADUs. It can be reasonably anticipated that, due to the potential sales price of an ADU being above the low income range associated with a rental ADU, a higher number of occupants would be associated with the purchase of an ADU as opposed to the same ADU being rented. Therefore, additional parking demands could reasonably be associated with a for sale ADU. Even with the potential subdivision and separate conveyance of the ADU, no additional parking can be required; therefore, AB 1033 has the potential to further exacerbate parking issues in some Oxnard neighborhoods where someone would be allowed to purchase an ADU dwelling unit that does not include any off-street parking.

**c. Loss of housing to investors.** Under current state law (AB 976), cities are prohibited from requiring the owner of the primary residence to reside in either the primary residence or any ADUs; meaning investment ownership is allowed now. However, AB1033 is a potentially more profitable option to investors. This potential is based on the assumption that a subdivided property is more valuable than an undivided property so the return on investment would be higher. This investment-driven competition could further drive up existing home prices.

**d. Lack of Affordability Restrictions.** HCD considers ADUs to be affordable by design, however AB 1033 doesn't include an affordability restriction. This law effectively skirts around another existing bill (AB 587 Friedman, 2019) that prohibited conveyance of ADUs separately from the primary residence, but included a narrow exception if the ADUs are built by a nonprofit, held in a tenancy in common agreement and are restricted as affordable to lower income households for 45 years.

**e. Impacts to Inclusionary Housing Ordinance.** ADUs added to residential projects are not subject to the City's inclusionary housing requirement, therefore opting-in to AB 1033 creates a means for market rate developers to circumvent the City's inclusionary housing program. For example, a 9-unit detached housing development would not be subject to inclusionary housing and could include a second unit in the yard of each home. Under AB 1033, the developer could sell the development as 18 condominium units, with none of the units restricted as affordable housing.

**f. Loss of Units Typically Affordable to Lower Income Households.** AB 1033 could impact the affordability projections in the Housing Element. The City's Housing Element identifies that the City should construct lower-income housing units (comprising very low (1,840 units) and low income (1,071 units)) during the upcoming RHNA cycle. The Housing Element projects the development of 283 ADUs during the 2021-2029 Housing Element Cycle. According to the

State of California, Department of Housing and Community Development (HCD), rental ADUs are affordable to lower-income households by design, and based on this, the Housing Element projected approximately 90% of the new ADUs (254 units) to be affordable to lower-income households. The construction of ADU's over and above what is stipulated in our Housing Element in the lower-income category helps the City fulfill the lower income housing category which is typically a difficult income level to satisfy. Opting into AB1033 would be at the expense of construction of rental housing for persons of lower-income.

### **Other Considerations/Unknowns/Complexities that may deter applications for AB 1033:**

These complexities are likely to stall interest in an AB 1033 program, resulting in very few properties utilizing the program.

**a. Mortgage lenders.** Mortgage lenders typically lend differently for single family residences than condominiums. Condominium mortgages tend to have a slightly higher interest rate compared to a loan for a single-family home because lenders need to compensate for the additional risk of financing property in an association. Typically, a higher down payment is also required due to the homeowner's fees for the condominium collaborative. It is unclear how this bill would impact lending and mortgage practices as many residences are not owned outright, are financed through a mortgage company and therefore, may not be able to secure approval from their lender to subdivide to create a new for sale ADU and thereby create two condominium units. Converting an existing single family home to a condominium development for the purpose of selling a portion of the property would likely trigger mortgage lenders to request a full payoff and reconveyance of the loan. This requirement alone could stall the potential use of an AB 1033 process as the financing costs, availability of condominium property lenders, and the current high mortgage interest rates all present financial hurdles.

**b. Complexities of the Subdivision Map Act Process.** These complexities include the need to hire a licensed surveyor to prepare the subdivision documents as well as a real estate attorney or consultant to assist in the preparation of documents necessary to form a homeowners association and associated CC&Rs. CC&Rs are necessary to assess dues to cover the cost of maintenance of the property's common spaces. There is also the potential complexity of managing shared utilities between the subdivided units through the CC&Rs, or the alternative construction costs to separate any shared utilities.

**c. Homeowners Association.** Pursuant to the bill, a Homeowners Association will be required for each of the new condominium units. If the property is within an existing condominium development with an existing association, then prior to the creation of a new condominium subdivision, the owner must obtain express written authorization from the existing association.

**d. Consent of Lien Holders.** No subdivision shall be recorded without the consent of any lien holders. If the lien holder refuses consent, then the ADU may not be subdivided and separately conveyed. Given these financial hurdles, staff believes it is unlikely that the average homeowner will take advantage of an ordinance implementing AB 1033. As noted above, these inherent hurdles mean that it is more likely that developers and/or investors would take advantage of these new regulations.

### **SB9 Compared to AB 1033**

On September 16, 2021, Governor Newsom signed into law Senate Bill No. 9 (SB 9), which was referred to as the "California Home Act." Essentially, SB 9 facilitates the creation of up to four housing units in the lot area typically used for one single-family home. Many saw this as the end of single family zoning, as the law required all local agencies to ministerially approve either:

1. A one-time, two-lot subdivision and subsequent development of up to two (2) units per resulting lot; or
2. The development of up to four (4) units on a lot that is not subdivided. However, the proposed subdivision or development project is required to meet certain qualifying location and development criteria.

While there are some differences in the specific standards, similar to AB1033, SB 9 allows for the subdivision of existing single family residential lots. Some of these differences include that SB 9 is not applicable to parcels located in multifamily residential, commercial, agricultural, mixed-use zones, etc., even if they allow single-family residential uses as a permitted use. Also, while SB 9 applications must be ministerially processed, the law includes development requirements that address some of the concerns identified as a result of AB 1033 (summarized above). Some of these

requirements include:

1. Parking: A requirement of off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

- a. The parcel is located within one-half mile walking distance of either a high-quality transit corridor, or a major transit stop.
- b. There is a car-shared vehicle located within one block of the parcel.

2. Owner Occupied: A requirement that an applicant for an urban lot split to sign an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.

3. Rental Terms: A requirement that the rental of any unit created pursuant to this law be for a term longer than 30 days.

With the SB9 requirements in place, many of the potential concerns associated with AB 1033 are addressed. While there are still some exceptions to the parking requirement, the threshold for not providing any parking is higher and therefore, will minimize the possibility of further parking impacts on existing neighborhoods from the additional units. Also, by requiring owner occupancy of one of the two properties created by an urban lot split and by prohibiting short-term rentals, developers are prevented from taking advantage of SB 9. Without owner occupancy requirements, investors could be incentivized to buy up and subdivide larger lots. As SB 9 is intended to create opportunities for homeowners rather than real estate investors, the owner occupancy requirement helps reinforce this goal. While the City has not processed any SB9 applications to date, due to the technical complexities associated with the subdivision process, the option is available for residents looking to process a small lot subdivision. Based on the City's experience with SB9 and the lack of interest in it, it can be reasonably assumed that there would be a similar lack of interest in AB1033, due to the same technical difficulties.

### Conclusion

In conclusion, for the reasons articulated in this staff report, staff recommends that the City not opt into implementing AB1033. At this time, there is no compelling need for this option as a means of incentivizing ADU development given the significant increase in the number of ADUs constructed and under construction in Oxnard. Further, Housing Element compliance with affordability projections could be negatively compromised; therefore, staff recommends that the potential downsides outweigh the potentially minor benefits of implementing this bill.

Staff will continue to evaluate housing unit production, inclusive of ADUs, at all income levels with the intent of achieving production in all income groups. This information is reported to HCD annually. Staff will also monitor how and if this bill is being implemented in other communities. Given the ever-changing environment of housing policy, there may be a time that voluntarily opting into AB 1033 may be beneficial for Oxnard, at which time staff would return to City Council with additional information and recommendations.

## **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 item as recommended. However, should the City "opt-in," a significant amount of staff time and resources will be necessary, including analysis and development of a comprehensive ordinance to address the implications of the bill implementation. Opting in, may lead to an increase in property tax revenue if the City chooses to implement the bill.

## **COMMITTEE OUTCOME**

The Community Services, Public Safety, Housing & Development Committee approved staff's recommended action 3-0 on March 12, 2024.

*Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Joe Pearson II, AICP, Planning & Environmental Services Manager*

**ATTACHMENTS**

1. 6th Cycle Housing Element Unit Production Requirements
2. Presentation

## Attachment 1

### City of Oxnard Certified Housing Element (2021-2029)

#### RHNA Allocation by Income Category

| Income Category | Oxnard RHNA/<br>Number of Units |
|-----------------|---------------------------------|
| Extremely Low   | 920                             |
| Very Low        | 920                             |
| Low             | 1,071                           |
| Moderate        | 1,538                           |
| Above Moderate  | 4,100                           |
| Totals          | 8,549                           |

# **Study session to Provide Direction on Advancing Accessory Dwelling Unit (ADU) Regulations Authorized Under California Assembly Bills 1033**

Jeff Pengilley, Community Development Director  
Kathleen Mallory, Planning & Sustainability Manager  
Joe Pearson II, Planning & Environmental Services Manager  
Community Development Department

City Council  
April 2, 2024

- Government Code Section 65852.2 effective on January 1, 2017 established an ADU as an allowed by right use generally on residentially-zoned parcels.
- Under AB 1033, property owners in participating cities will be able to construct an ADU on their land and sell it separately; following the same rules that apply to condominiums.
- This changed prior law in that, the separate conveyance of an ADU was prohibited except in certain cases as allowed under AB 587.
- The intent of the new bill would create more homeownership opportunities for lower-income and first-time homebuyers.

Prior to adoption of an ordinance implementing AB 1033, the City should consider the implications of implementing AB 1033.

There are advantages, disadvantages, as well as unknowns that should be considered in evaluating this matter.

Lastly, for homeowners looking to potentially subdivide their property there is a existing option under another mandatory state law (SB 9).



1. Increase in more moderate income units.
2. Increase in the availability of homeownership opportunities for smaller homes.
3. Increase in availability of medium or larger sized homes.
4. Incentivize property owners to build an ADU.
5. Increase property tax revenue in the City.

1. Workload Impacts.
2. Parking.
3. Loss of housing to investors.
4. Lack of Affordability Restrictions.
5. Impacts to Inclusionary Housing Ordinance.
6. Loss of Units Typically Affordable to Lower Income Households.

1. Mortgage lenders.
2. Complexities of the Subdivision Map Act Process.
3. Homeowners Association.
4. Consent of Lien Holders.

SB9 Law required all local agencies to ministerially approve either:

- A one-time, two-lot subdivision and subsequent development of up to two (2) units per resulting lot; or
- The development of up to four (4) units on a lot that is not subdivided. However, the proposed subdivision or development project is required to meet certain qualifying location and development criteria.

While SB 9 applications must be ministerially processed, the law includes development requirements which address some of the concerns identified under AB 1033

- A requirement of off-street parking of up to one space per unit.
- Three year owner occupancy requirement.
- A requirement that the rental of any unit created pursuant to this law be for a term longer than 30 days.

- There is no financial impact associated with this item at this time.
- Should the City opt to implement the bill, implementation will result in a significant amount of staff time and resources, including analysis and development of a comprehensive ordinance to address the implication of bill execution.
- Potential for an increase in property tax revenue.

- For the reasons articulated in this staff report, it is recommended that the City not opt into implementing AB1033, at this time.
- At this time there is no compelling need for this option, as a means of incentivizing housing development given the significant number of ADUs constructed and under construction.
- Given the current ever changing environment of housing policy, there may be a time that voluntarily opting into AB 1033 may make sense.

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 12, 2024 to approve the staff recommendation and to forward the item for City Council determination.

That the City Council:

1. Receive and file the information provided in this staff report; and
2. Determine that the City of Oxnard should not implement Assembly Bill 1033.





**End of Presentation**



## CITY COUNCIL AGENDA REPORT

### REPORTS AGENDA ITEM NO. K.2

**DATE:** April 2, 2024

**TO:** City Council

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

**SUBJECT:** Citywide Pavement Management Program Overview. (20 minutes)

#### RECOMMENDATION

That the City Council receive and file a report on the Citywide Pavement Management Program Overview.

(Public Works & Transportation Committee approved 3-0 on March 12, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/gJqiE9RCOlq>

#### BACKGROUND

Oxnard's streets and alleyways are among its most valuable assets, with a present replacement value of approximately \$988.9M. Because of this high value, combined with the need to address continuous pavement wear and degradation, it is imperative to perform corrective and preventive maintenance via a strategic multi-year, multi-phase plan. This plan is implemented through individual construction projects utilizing a "toolbox" of paving methods. Such treatments generally include removal and replacement (R&R), cold milling with asphalt concrete (A/C) overlays, portland cement concrete (PCC) patching and reconstruction, and sealing (crack, slurry, cape, and micro-surfacing). Seals are typically seen as preventive maintenance (also commonly termed pavement preservation) techniques, as they do not add structural capacity to the existing pavement.

The City currently owns and maintains approximately 440.5 total centerline miles across all functional street classifications, as follows:

- Arterial and Collector – 128.6 centerline miles
- Residential – 246.8 lane miles centerline miles
- Alley – 65.1 centerline miles

This equates to a total of 95,450,658 square feet of pavement in the City's network, as calculated by the City's pavement management software, StreetSaver. This application, sourced from and managed by the Metropolitan Transportation Commission (MTC), is a planning tool used to monitor, analyze, and forecast Oxnard's overall Pavement Management Program (PMP) and is critical to establishing a proper, phased multi-year paving cycle. Projections and computations regarding change in pavement condition versus annual funding investment are typically made over a 10-year span; for budget planning and capital project programming purposes, staff develops a phased paving project plan based on a rolling 5-year horizon, termed the Citywide Pavement Management Program.

It should be noted that the current lawsuit against the City filed by Aaron Starr and his political corporation "Moving Oxnard Forward" precludes the use of lease revenue bonds for funding pavement projects. Such bonding, commonly used for high-cost projects like street paving, is a financing mechanism traditionally used by all American cities, counties,

and states, that provide for funding consistency and predictability necessary for the development of a strategic, multi-year paving program. A funding source like this allows for both corrective and preventive paving work to be planned and executed predictably, with the goal of stretching the limited available funding as far as possible.

## DISCUSSION

The key pavement health metric used by Oxnard is the Pavement Condition Index (PCI), which provides a snapshot of the pavement health of a road through a surface condition-based visual analysis algorithm. It is reported on a scale of 0 to 100 (0 being worst, 100 best). Oxnard's PCI assessments are made yearly by a contracted pavement engineering consultant. According to the most recent PMP report (utilizing inspections from 2023), the average PCI of the City's entire road network is 67; broken into roadway functional classifications, this equates to PCIs of 73 for Arterials, 69 for Collectors, 68 for Residential, and 29 for Alleys.

The Citywide Pavement Management Program is a planning and project programming roadmap for Oxnard's paving needs over a rolling multi-year horizon, and is further broken down into project phases. Each phase is a collection of street locations that is determined by prioritization (explained below), anticipated budget, grouping of locations for construction efficiency, and other technical factors. The phases are implemented mainly through three discrete projects within the present Capital Improvement Program (CIP). Projects are separated into alleys, residential streets, and arterial streets as discussed in more detail below.

Planning over a multi-year horizon is critical for budgeting resources – both staff and financial. Adopting a capital pavement program allows Engineering staff to schedule projects according to anticipated revenues and staff workload capacity. This also makes the Council's priorities clear to staff as grant opportunities arise that may be applicable to the planned projects.

Being a multi-year funding roadmap, there is flexibility such that new projects or street segments could be added as unforeseen year-to-year circumstances arise such as funding amounts, materials costs, accelerated pavement degradation, etc.

### Prioritization

Since there are more needs than funding or staff resources to meet those needs, projects must be prioritized. A further consideration for prioritization is moving the overall pavement condition forward toward "good" (generally considered a PCI value of at least 70) and, once there, maintaining at least that level over time. City staff has developed a methodology for prioritizing and programming paving projects to meet these constraints. Generally, projects are divided into three subcategories, namely residential streets, arterial streets, and alleyways; these generally correspond with the three named paving projects in the CIP. Each subcategory has somewhat different prioritization parameters, as follows:

Project priorities for **residential streets** are determined by:

The average PCI and the number of lane miles are calculated for each neighborhood (Only for poor-condition streets, i.e. PCI<55). High priority is given to neighborhoods with low average Pavement Condition Index (PCI), a high number of lane miles, and a high concentration of pothole repair work.

Project priorities for **arterial** streets are determined by,

Average PCI and Average Daily Traffic (ADT), representing the number of vehicles using the street each day are calculated for each arterial project. High priority is given to arterial streets with low PCI, high ADT, and high number of pothole repairs.

Project priorities for **alleys** are determined by:

Low PCI, high population density, schools, parks, businesses, and the number of potholes repaired.  
A high priority is given to alleys with low PCI, high pothole repair count, high population density, and close proximity to schools, parks, and businesses.

A special case exists for the above prioritization system, namely locations where there are aging, buried cast iron pipes that are historically troublesome and prone to failure. These tend to be located in alleyways, and in these places the pipe ideally should be removed and replaced before the paving work occurs. For the present multi-phase paving plan, a number of the project locations (see attachments) for the first two phases recommend the replacement of cast iron pipe ahead of the paving work. To accomplish this, funding will need to be identified and programmed separately for the CIP project titled “Water Distribution: Neighborhood Street Cast Iron Pipe Replacement”.

A high degree of weight will be placed on locations requiring a significant amount of pothole repair work. The City’s pothole repair team is the same staff that does sidewalk repair, curb/gutter repair, street sign maintenance and repair, street striping, right-of-way clean-up, etc. Pothole repair work is temporary, costly, and requires dedicated resources (i.e. staffing and equipment) for little long-term benefit. As such, the more street segments with a high pothole repair need that can be addressed with long-term corrective/preventive paving work, the better the Public Works team can leverage its limited resources. As mentioned above, there are a range of pavement treatments available, and a “mix of fixes” is usually the ideal way to proceed with a given year’s paving project. Staff has determined that, for this present multi-phase plan, the most effective paving budget split will be approximately 80% for rehabilitation (A/C mill-and-overlays, PCC concrete) and 20% for preventive maintenance (also called pavement preservation, such as slurry seals, cape seals, and micro-surfacing). Over time, as the City’s overall PCI goes up, this split will change to reflect less of a “worst first” approach that prioritizes rehabilitation, to one of “keeping good pavements good” that emphasizes maintenance and preservation.

The concept of “mix of fixes” is important to elaborate on since at first glance it may seem counter-intuitive. It is easy to think that the best way to address paving work is to fix the worst street segments (that is, streets with the lowest PCI) first. However, that approach is flawed for two general reasons. First, the degradation of asphalt concrete is not linear. As PCI scores approach around 70-65 or less, asphalt concrete degrades exponentially. Second, the cost to do corrective work such as R&R and mill-and-overlay (generally used when the PCI is less than 65-70) is 6-10 times more than the cost to do preventive/preservation work such as seals and microsurfacing (normally used where the PCI is greater than 70). Said another way, if the worst streets are the only ones done in each phase, then the streets with higher PCIs will continue to degrade untreated down past a PCI of 70, and cost 6-10 times more to fix in the future. Therefore, it’s imperative to maximize the use of pavement preservation techniques in every phase; this approach results in the least-cost per square foot, and stretches the limited amount of funding for maximum benefit. This is why Public Works staff will make recommendations to conduct paving work on several street segments in each phase with higher PCIs than other streets that have lower PCIs.

### **Pavement Maintenance Program Phasing**

A traditional pavement management program (PMP) is separated by fiscal years to include the identification of the total amount of paving work (e.g. street segments) that can be done in each fiscal year with the known or required funding amount. However, with the Aaron Starr lawsuit, bonding is not currently available to Oxnard. The City prevailed in the lawsuit at the trial court level, but Aaron Starr immediately filed an appeal. The appeal process could take a year for the case to be briefed and argued, and for the court to issue a ruling. As such, planning for street paving work must be modified until such time the lawsuit process is complete.

The City’s 2023 pavement management report indicates that \$19.4M dollars (hard construction costs) should be spent each fiscal year to maintain the current PCI. When adding in the soft costs (design, inspection, material testing, etc) the estimated total amount per year is \$23.3M dollars. However, with bond funding unavailable, the long-term planning for pavement rehabilitation and maintenance is hampered. The amount of new annual Gas Tax for CIP paving projects, in addition to the anticipated Measure O funding for alley work, amounts to \$6.25M for next Fiscal Year instead of the \$23.3M per year to maintain the current PCI. Therefore, Public Works has organized the PMP into phases rather than fiscal years. Using a phased approach allows for the flexibility to adjust funding amounts (higher or lower) to avoid unrealistic expectations from the public about when streets will be paved. It should be noted that any funds remaining once current paving construction projects are completed will be carried over to next fiscal year and can be used for Phase 1 work.

## **STRATEGIC PRIORITIES**

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

## **FINANCIAL IMPACT**

There is no direct financial impact to receive and file this report and provide input. Depending on input and direction from the City Council during the annual Operating and CIP budget process, there are several issues to address. Presently, due to the City's current inability to bond for projects resulting from the Aaron Starr lawsuit, the new funding specifically available for street paving for next Fiscal Year is solely from gas tax and anticipated Measure O revenue in the amount of approximately \$6.25M. With this amount, the City can pave only one residential street project and a few alleyways identified in Phase 1. Should there be an opportunity to provide more funding, additional streets from Phase 1 may be included in this year's project scope.

## **COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on March 12, 2024 to approve the staff recommendation and to forward the item to the City Council as a receive and file report.

*Prepared by: Morgan Kessler, City Engineer*

## **ATTACHMENTS**

1. Proposed Arterial Street Construction Projects Phase I & Phase II
2. Proposed Arterial Street Construction Projects Phase III, Phase IV and Phase V
3. Proposed Alley Construction Projects Phase I and Phase II
4. Proposed Alley Construction Projects Phase III, Phase IV and Phase V
5. Proposed Residential Street Construction Projects Phase I & Phase II
6. Proposed Residential Street Construction Projects Phase III, Phase IV and Phase V
7. Presentation

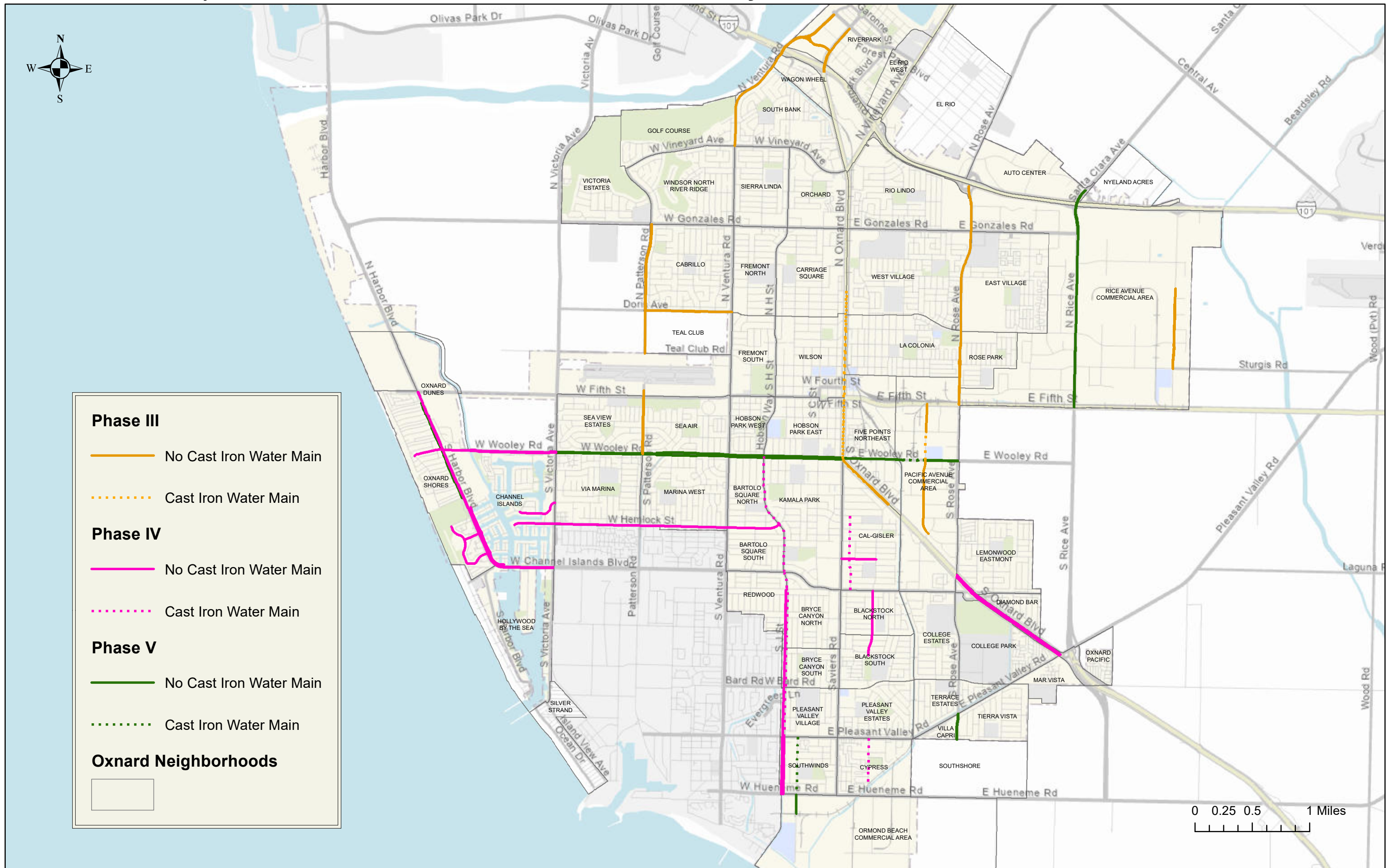


# Proposed Arterial Street Construction Projects Phase I & Phase II



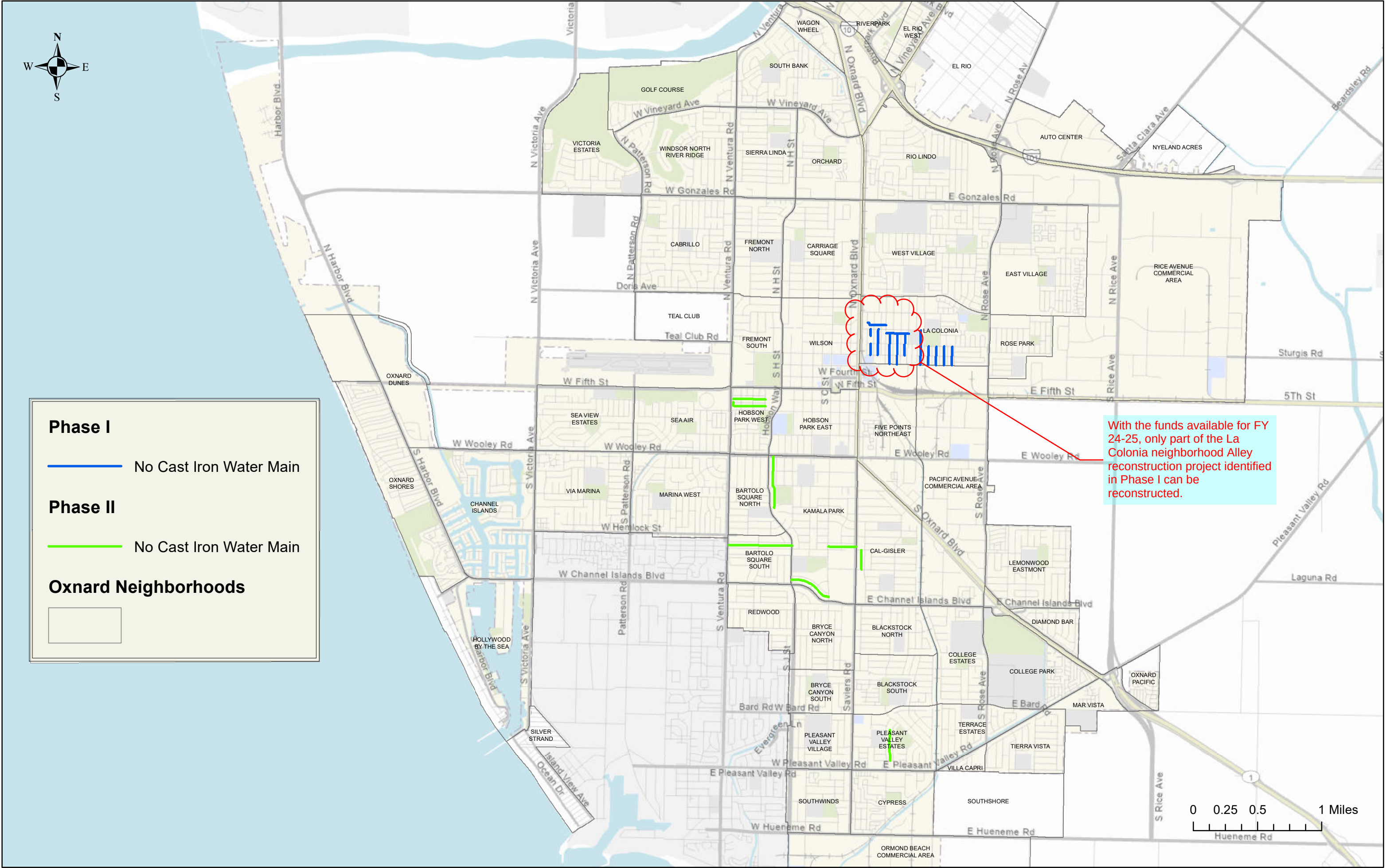


# Proposed Arterial Street Construction Projects Phase III, Phase IV & Phase V





# Proposed Alley Construction Projects Phase I & Phase II

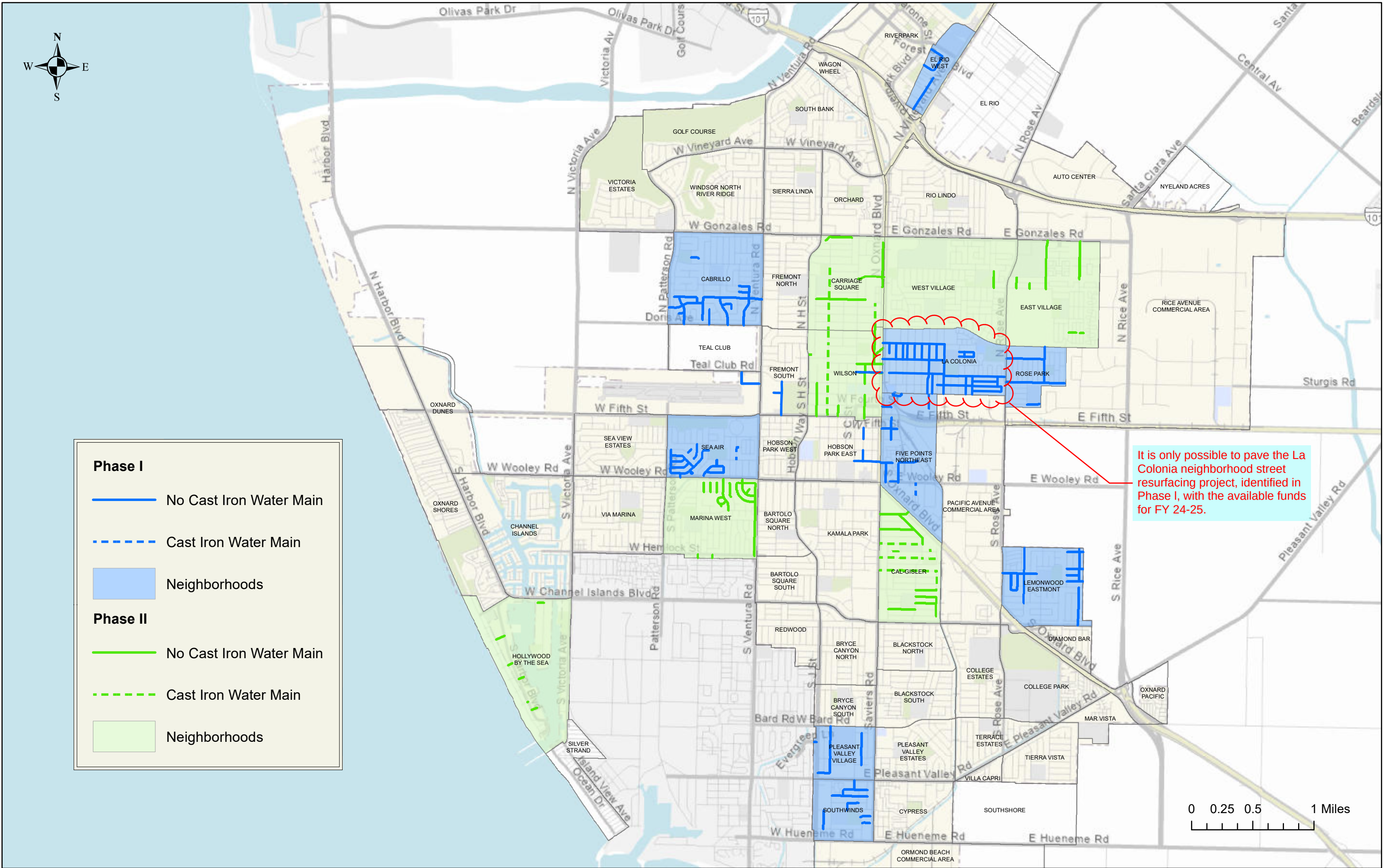






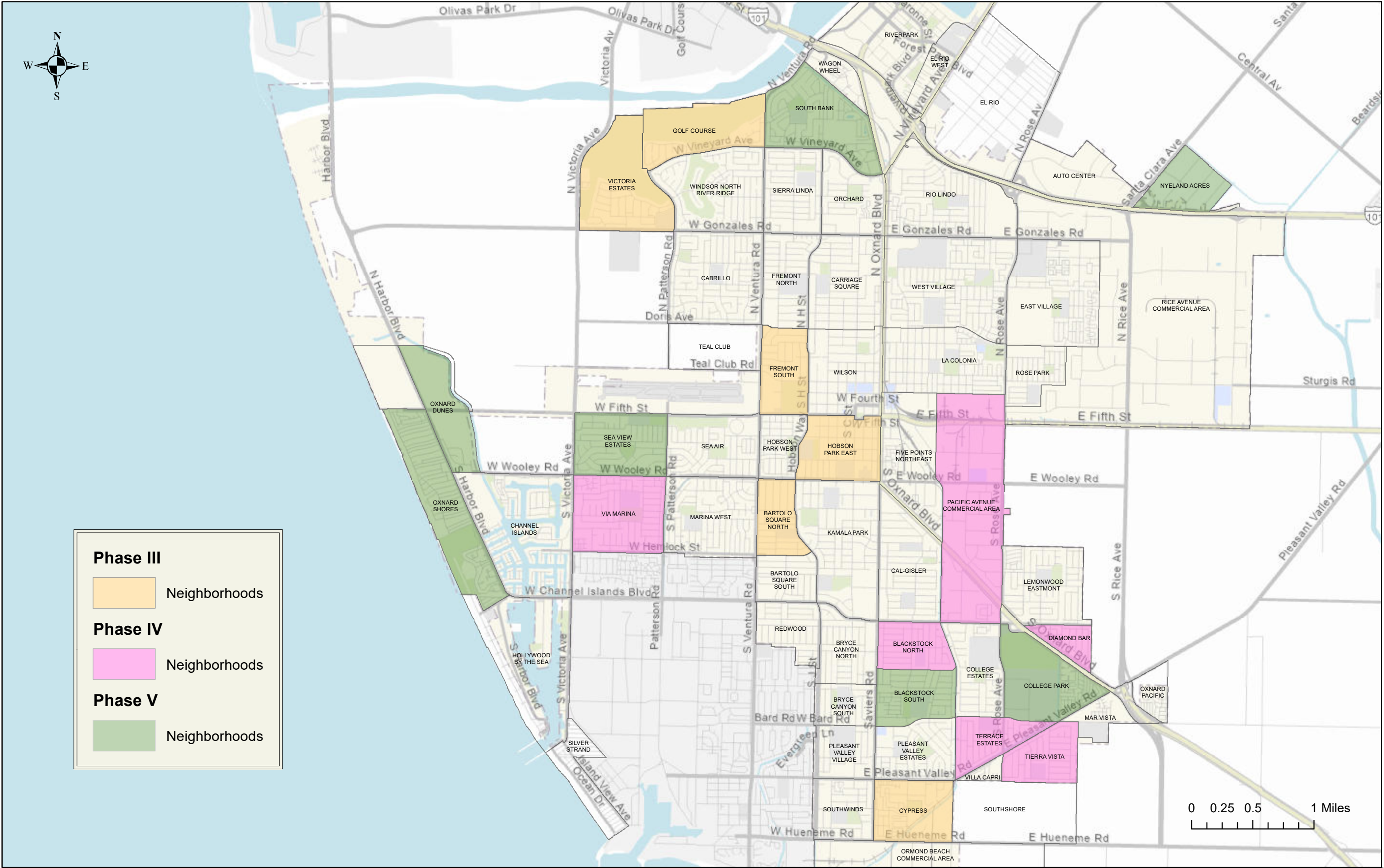


# Proposed Residential Street Construction Projects Phase I & Phase II





# Proposed Residential Street Construction Projects Phase III, Phase IV & Phase V



# CITYWIDE PAVEMENT MANAGEMENT PROGRAM OVERVIEW

Public Works and Transportation Committee, March 12, 2024

City Council, April 2, 2024

Morgan Kessler  
City Engineer

## RECOMMENDATION

### FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee provide comments and recommend that the City Council receive and file a report on the Citywide Pavement Management Program Overview

## RECOMMENDATION

FOR CITY COUNCIL:

That the City Council receive and file a report on the Citywide Pavement Management Program Overview

- For budget planning and capital project programming purposes, staff developed a phased paving project plan, termed the **Citywide Pavement Management Program**.
  - Pavement is valuable: Oxnard's streets and alleyways are have a present replacement value of approximately \$988.9 M.
  - Oxnard currently owns and maintains approximately 440.5 total centerline miles (including both streets and alleys)
  - This plan uses a “toolbox” of paving methods which generally include removal and replacement (R&R), cold milling with asphalt concrete (A/C) overlays, portland cement concrete (PCC) repair, and sealing (crack, slurry, cape, and micro-surfacing)

## Bonding to Pay for Paving Projects

- Bonding is commonly used for high-cost projects like street paving, and is used by all American cities, counties, and states.
- Such bonding allows for both corrective and preventive paving work to be planned and executed predictably.
- The City of Oxnard is **unable** to bond for paving projects, due to the current lawsuit against the City filed by Aaron Starr and his political corporation “Moving Oxnard Forward”.



### Pavement Health and Assessment

- The key pavement health metric used by Oxnard is the Pavement Condition Index (PCI)
- PCI is reported on a scale of 0 to 100 (0 being worst, 100 best)
- As of the most recent report, the average PCI of the City's entire road network is 67. This is a 1-point increase from last year.

## Prioritization

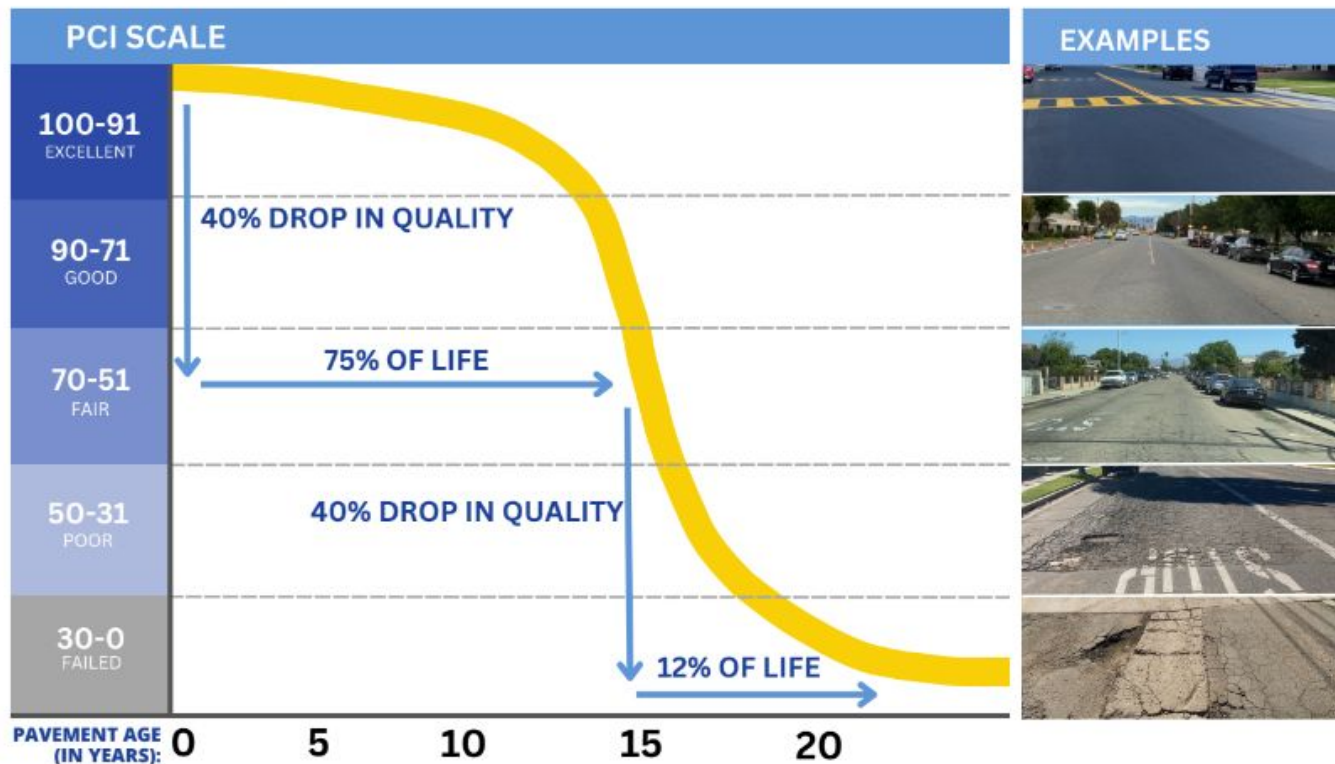
- To meet staffing and funding constraints, projects must be prioritized
- Oxnard paving projects are divided into three subcategories: **residential streets, arterial streets, and alleys**
- Prioritization is determined by analyzing:
  - Average Daily Traffic (ADT), Low PCI, high population density, schools, parks, businesses, and the number of potholes repaired.
- Staff recommends the replacement of troublesome, aging buried utilities, including cast iron pipe, ahead of paving work, where needed

## Work Approach and “Mix of Fixes”

- Asphalt pavement degrades exponentially (see Figure 1, below)
- Fixing only the worst street segments first is **not** the best way to conduct pavement management
- This is because corrective work is 6-10 times more expensive than preventive/preservation work (see Figure 2, below)
- The idea is to keep “good roads good” by using a “mix of fixes”
- For the present recommended phase of work, the most effective paving budget split will be approximately 80% for corrective work and 20% for preservation work.

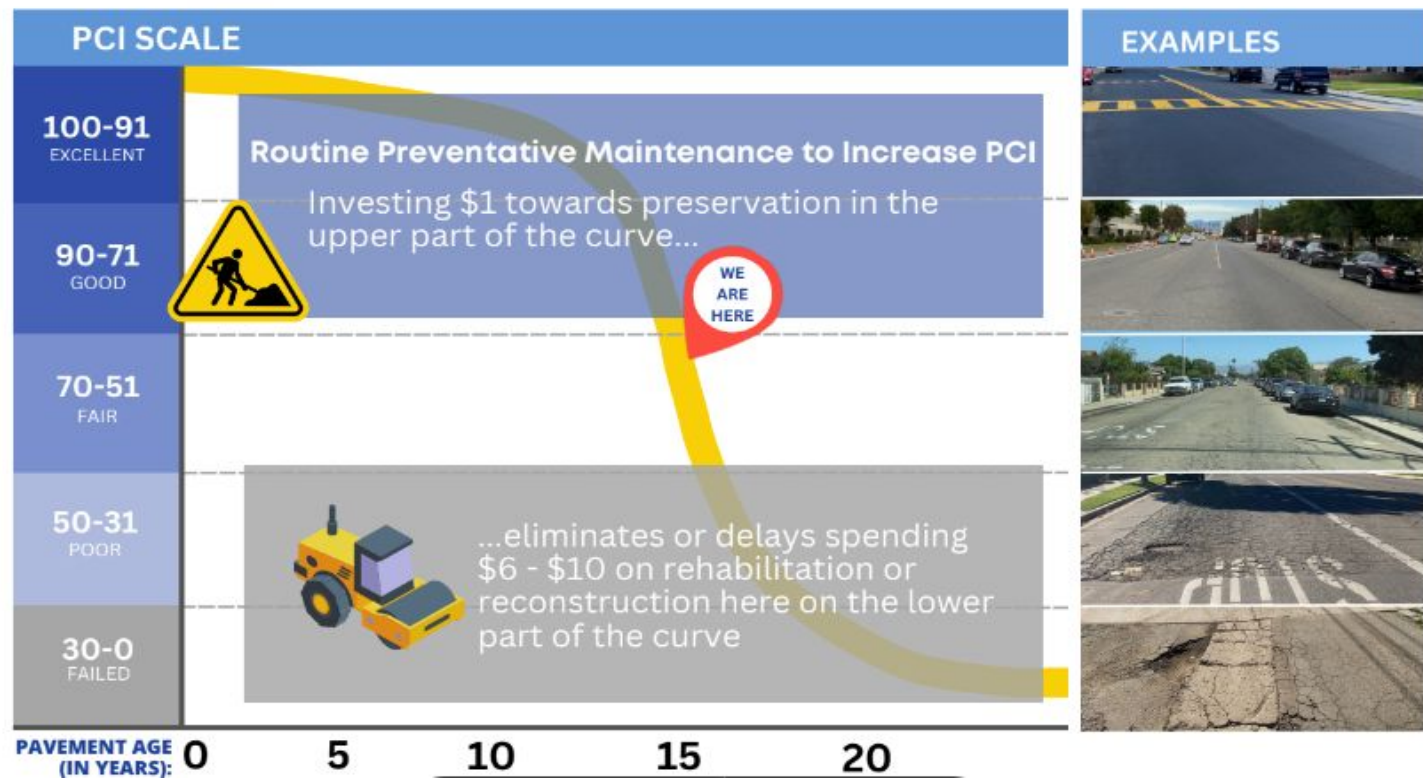
# DISCUSSION

- Figure 1) This graphic shows how asphalt pavement exponentially degrades over time without preservation intervention



# DISCUSSION

- Figure 2) This graphic shows how “keeping good pavements good” is much less expensive over time



# DISCUSSION

## Project Phasing

- A traditional pavement management program (PMP) is separated by fiscal years to include specific work areas per FY
- Because of the Aaron Starr lawsuit, paving planning must be modified into phases until such time the lawsuit process is complete.
- The City's latest pavement report indicates that \$23.3M dollars should be spent each fiscal year to maintain the current PCI
- Without bonding ability, for next fiscal year the only paving funding available is Gas Tax and anticipated Measure O funding amounting to \$6.25 M
- A phased approach allows for flexibility to adjust funding amounts (higher or lower) to avoid unrealistic expectations from the public about when streets will be paved

# FINANCIAL IMPACT

- There is no direct financial impact to receive and file this report and provide input
- Because of the Aaron Starr lawsuit and resulting inability to bond, funding specifically available next fiscal year for street paving is solely from gas tax and anticipated Measure O revenue in the amount of approximately \$6.25M
- With this amount, the City can pave only one residential street project and a few alleyways identified in Phase 1
- Staff intends to request additional funding to supplement gas tax and Measure O funds (for alleys) for next year's budget.
- Should there be an opportunity to provide more funding, additional streets from Phase 1 may be included in next year's project scope.

# QUESTIONS?