



Meeting Date: 01/27/09

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No. _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No. _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Ernest Whitaker

Agenda Item No. I-11

Reviewed By: City Manager *pmh*

GH Holmberg
City Attorney *AA*

Finance *J.C.*

Other (Specify) *Planning*

DATE: January 7, 2009

TO: City Council

FROM: William E. Wilkins, Housing Director
Housing Department

SUBJECT: Amendment to Resale Restriction Agreement with Jubal and Suzanne Marlatt

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an Amendment to the Resale Restriction Agreement (4704-08-HO) with Jubal and Suzanne Marlatt for their residence at 2160 Paseo Elegante (El Paseo) allowing the Marlatt family to lease the residence for a three year period of time to a low income family.

DISCUSSION

Jubal and Suzanne Marlatt request that the City amend the Resale Restriction Agreement governing their property to allow them to lease the residence to a low income family for three years. Section 3 of the Resale Restriction Agreement stipulates that the unit shall not be leased or assigned.

Mr. Marlatt is with the U.S. Navy and has been assigned to San Diego, California. The Marlatts plan to return to their home upon completion of his new assignment. Staff recommends that the Section 3 restriction against leasing be waived for three years by the City Council as set forth in the Amendment to the Resale Restriction Agreement. The administrative leasing policies provide that the rental cost not exceed the mortgage payment, property taxes and property insurance. The Marlatt's are, in addition, incurring actual expenses for landscape maintenance. This additional expense is reasonable and still enables them to charge a rent that is within the 30% of household expenses range for a low income family and thus affordable to a low income family. The recommended action is consistent with the administrative procedures staff has placed into effect governing the handling of hardship cases.

FINANCIAL IMPACT

There is no financial impact for the FY 2008-2009 budget.

(EW/an)

Attachment #1 - Amendment to Agreement

**AMENDMENT TO RESALE RESTRICTION AGREEMENT
(LOW INCOME FAMILY/MARLATT)**

This "Amendment to Resale Restriction Agreement, Low Income Family" ("Amendment") amends that certain "Resale Restriction Agreement, Low Income Family" ("Agreement") entered into as of March 2, 2001 by and between the City of Oxnard ("City"), and Jubal L. Marlatt and Suzanne M. Marlatt ("Owner"). This Amendment is dated December 18, 2008.

RECITALS

The Agreement restricts Owner's right to transfer the residence (the "Property") which is the subject of the Agreement. The Agreement provides in Paragraph 3.(b) that "The Owner shall not lease or assign the right to occupy the home during the term of this agreement".

Owner wishes to enter into a lease of the Property for an additional period not in excess of three years to the new lessee which is a low income family. The City has examined Owner's claims of hardship with respect to Owner's need to lease the property for a period of three years, and is willing to allow Owner, under the particular facts and circumstances, to lease the property for a period of time not in excess of three years.

AGREEMENT

Owner and the City therefore amend the Agreement as follows:

1. Notwithstanding the terms of the Agreement, Owner may lease the Property to a low income person at a rental cost not to exceed the amount of the Owner's mortgage payment, the amount necessary to pay real property taxes, property insurance, earthquake insurance, HOA fees, security alarm, and landscape maintenance for a period not in excess of three years. In no event may the rent exceed an amount affordable to a low income family under the Agreement or law. If the property has not been leased within six months of this date of this Amendment, this Amendment shall be null and void.
2. This Amendment does not authorize any lease or transfer other than one lease for a period of not in excess of three years, except as provided in Paragraph 3.
3. The Housing Director may sign an additional amendment or amendments authorizing the re-leasing of the property, within a three year period, if in the opinion of the Housing Director it appears appropriate to do so.

4. Except as amended by this amendment, the Agreement remains in full force and effect.

Dr. Thomas E. Holden, Mayor
City of Oxnard

Jubal L. Marlatt 1/11/09
Jubal L. Marlatt, Buyer

Suzanne M. Marlatt
Suzanne M. Marlatt, Buyer

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg
Alan Holmberg, City Attorney

ATTACHMENT NO. 1
PAGE 2 OF 2