

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.gov.



AMENDED AGENDA

(Amended 4/4/25, closed session time changed to 5:00 p.m.)

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 15, 2025

Closed Session - 5:00 PM

Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 813 9451 8862
3. Passcode: 701184

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.GOV.

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

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org 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)

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.

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 and Housing Authority
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL
2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Steven Boychuck v. City of Oxnard
Workers' Compensation Case No. ADJ13718551; ADJ14232855
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Jeffrey McGreevy v. City of Oxnard
Workers' Compensation Case No. ADJ13577126, ADJ13590128, ADJ13556214
Legislative Body: City Council
3. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Juan Ramon Jr. Ruiz v. City of Oxnard
Ventura Court Superior Court, Case No.: 56-2021-00556217-CU-PO-VTA
Legislative Body: City Council
4. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Teresa Gainey v. City of Oxnard
Ventura Court Superior Court, Case No.: 56-2021-00554161-CU-PO-VTA
Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. Public Works Department

SUBJECT: Presentation of a Resolution Commending Grant Dunne for Thirty-Five Years of Outstanding Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a resolution commending Grant Dunne for thirty-five years of outstanding service.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. SUBJECT: Presentation of a Proclamation Designating April 22, 2025 as "Earth Day."

3. SUBJECT: Presentation of a Proclamation Designating April 2025 as "Sexual Assault and Child Abuse Awareness Month."

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

1. City Clerk Department

SUBJECT: Appointment of Members to Serve on the City's Citizen Advisory Groups (CAGs) (5 minutes)

RECOMMENDATION: That the Mayor, with approval of the City Council, make the following appointments:

1. To Parks, Recreation and Community Services Commission: Abel Velasquez (D3); and

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2. To Planning Commission: John Barrick (D3)

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/dXJBDeHMmq4>

Legislative Body: City Council

Contact: Luly Lopez, (805) 385-7805

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes for City Council and Oxnard Housing Authority.

RECOMMENDATION: That the City Council approve the regular meeting minutes of April 1, 2025.

That the Housing Authority Board of Commissioners approve the regular meeting minutes of March 4 and 18, 2025.

Legislative Body: City Council, Housing Authority

Contact: Luly Lopez, (805) 385-7805

2. Public Works Department

SUBJECT: Purchase of Material Handler for the Del Norte Regional Recycling and Transfer Station.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a purchase order with Quinn Company in the amount of \$548,756.31 for a material handler for the Del Norte Regional Recycling and Transfer Station.

(Public Works and Transportation Committee approved 3-0 on March 25, 2025)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. City Attorney Department

SUBJECT: Ordinance Amending the City's Purchasing System (City Code Chapter 4).

RECOMMENDATION: That the City Council adopt Ordinance No. 3053 entitled “AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA REPEALING AND REPLACING CHAPTER 4, ARTICLES I THROUGH VI OF THE OXNARD CITY CODE FOR PURCHASING, CONTRACTING AND PUBLIC PROJECTS.”

(Finance and Governance Committee approved 3-0 on February 25, 2025)

Legislative Body: City Council

Contact: Michelle McCarron, Jennifer Yates, 805-385-3937, (805) 200-5339

L. PUBLIC HEARINGS1. Community Development Department

SUBJECT: Project Name: Teal Club Specific Plan; Planning and Zoning Permit Nos.: 15-610-01 (Annexation), 15-620-03 (General Plan Amendment), 15-560-01 (Pre-Zoning), 24-670-02 (Development Agreement), 15-630-01 (Specific Plan), and Environmental Impact Report 2015-01; Property generally bounded by Doris Avenue, Patterson Road, Teal Club Road, and Ventura Road; (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015). (60 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive public testimony concerning the adoption of the Teal Club Specific Plan; and

2. Approve and Adopt one of the following options for the Teal Club Specific Plan:

Option 1– Approve the Specific Plan which revised the original application to include a Class I bike lane around the perimeter of the project site, allow water fountains within the front yards of the R-2 zoned properties, promote electric energy, and require that 15 percent of the total 990 allowable residential units be designated as affordable units for very-low income and low income households and:

- a. Adopt a Resolution Certifying the Final Environmental Impact Report (EIR) No. 2015-01 for the Teal Club Specific Plan (Governor's Office of Planning and Research State Clearinghouse No. 2012051080); and
- b. Adopt a Resolution approving Planning and Zoning Permit No. 15-610-01 for Annexation, subject to certain findings; and
- c. Adopt a Resolution approving Planning and Zoning Permit No. 15-620-03 for a General Plan Amendment, subject to certain findings; and
- d. Approve the first reading by title only and waive further reading of the proposed Ordinance titled “An Ordinance Of The City Council Of The City Of Oxnard Approving Planning And Zoning Permit No. 15-560-01 Pre-Zoning Parcels Generally Located South Of Teal Club Road, North And West Of Little Farms Road, And Bisected By Mallard Way (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) To Light Manufacturing (M-1). Filed By Dennis Hardgrave, On Behalf Of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012.”; and
- e. Approve the first reading by title only and waive further reading of the proposed Ordinance titled “An Ordinance Approving Development Agreement No. A-8565 (Planning And Zoning Permit No. 24-670-02) Generally Located North Of Teal Club Road, East Of Patterson Road, South Of Doris Avenue, And West Of Ventura Road, (APNs 183-0-070-060, -070, -140, -240). Filed By Dennis Hardgrave, On Behalf Of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012.”; and
- f. Approve the first reading by title only and waive further reading of the proposed Ordinance titled “An Ordinance Approving Planning And Zoning Permit No. 15-640-01 (Specific Plan), And Certifying Final Environmental Impact Report No. 2015-01 For The Teal Club Specific Plan, Generally Located North Of Teal Club Road, East Of Patterson Road, South Of Doris Avenue, And West Of Ventura Road, (APNs 183-0-070-060, -070, -110, -125, -

135, -140, -240). Filed By Dennis Hardgrave, On Behalf Of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012.”

Option 2 – Includes all the items stated in Option 1, except it maintains the original application’s Class II bike lane around the perimeter of the project site, does not include water fountains for R-2 zoned properties, and does not promote electric energy; and adopt the unmodified version of subparagraph f. in Option 1 (Attachment 10).

Option 3 – Requests modifications to the Development Agreement (Planning and Zoning Permit No. 24-670-02) to include the following provisions: (1) Requires applicants to pay prevailing wage for all Phase 1 development; and (2) Require that 20 percent of the total 990 allowable residential units be designated as affordable units for very-low income and low income households.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/uCIRae4YhEE>

Legislative Body: City Council

Contact: Jeff Pengilly, (805) 385-8208

M. REPORTS

1. Housing Department

SUBJECT: Loan Agreement Between the Oxnard Housing Authority and the City of Oxnard. (10 minutes)

RECOMMENDATION: That the City Council:

1. Adopt a resolution approving and authorizing the City Manager or Designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Loan Agreement (A-8583) with Oxnard Housing Authority to partially fund the proposed settlement between the Oxnard Housing Authority and UHC 00558 Oxnard, L.P. regarding the Las Cortes housing project in the La Colonia neighborhood and other matters pertaining thereto; and

2. Authorize a FY 2024-25 budget appropriation in the amount of \$800,000 from the General Fund (101) available fund balance.

That the Board of Commissioners:

1. Adopt a resolution approving and authorizing the Housing Director to take all needed actions in consultation with general counsel relative to entering into a Loan Agreement with the City of Oxnard to partially fund the proposed settlement between the Oxnard Housing Authority and UHC 00558 Oxnard, L.P. regarding the Las Cortes housing project in the La Colonia neighborhood and other matters pertaining thereto; and

2. Authorize an appropriation in the amount of \$1,200,000 from the Housing Authority’s Central Fund; and

3. Authorize the write-off of bad debt associated with the Promissory Note that was entered into on

June 1, 2020 (as amended and restated on January 1, 2021) for demolition costs.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/wjedZb0lb5s>

Legislative Body: City Council; Housing Authority

Contact: Brenda Lopez, Stephen Fischer, (805) 385-8092, (805) 385-7483

N. ADJOURNMENT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD COMMENDING GRANT DUNNE FOR OVER THIRTY-FIVE
YEARS OF EXEMPLARY SERVICE TO THE CITY OF OXNARD.

Grant Dunne has provided over thirty-five years of exemplary service as an employee of the City of Oxnard. Grant began his career with the City of Oxnard, Finance Department, Financial Services Division as a Staff Assistant on September 11, 1989; and

WHEREAS, on October 10, 1994, Grant was promoted as an Administrative Assistant to the Public Works Department, Environmental Resources Division. In 1996 Grant was instrumental in the municipal bonding and the opening of the Del Norte Regional Recycling and Transfer Station; and

WHEREAS, on July 24, 1999, Grant was promoted to Management Analyst I and reached the level of Management Analyst III while continuing his work with the Public Works Department, Environmental Resources Division and was instrumental in the installation of the Solid Waste Management Program for the Work Order System that generates over 100,000 customer work order requests on an annual basis; and

WHEREAS, in 2006, Grant was transferred to the Public Works Administration Division providing financial services to Public Works divisions and supervising the Public Works Call Center; and

WHEREAS, in 2007, Grant was instrumental in gaining support for the residential three (3) cart lease purchase program; stabilizing landfill disposal costs for the City; and

WHEREAS, in 2014, when the City assumed the operation of the Del Norte Regional Recycling & Transfer Station, Grant returned to the Environmental Resources Division leading efforts in the transition of the operations of the financial management components to the City; and

WHEREAS, Whereas during his time at Environmental Resources, Grant obtained reimbursement revenue funds for mattress and carpet recycling to the order of \$300,000 annually and avoiding additional landfill disposal expenditures; and

WHEREAS, in 2024, Grant was instrumental in participating in public workshops, townhall meetings, Public Works Transportation Committee, and City Council meetings; in support of the Cost of Service Study including the five-year schedule of rates and fees for solid waste and recycling customer services; and

WHEREAS, Grant exemplifies commitment to public service and will be truly missed by his co-workers at the City of Oxnard for his dedication to duty, his spirit, and his work style.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Grant Dunne for over thirty-five years of exemplary service to the City of Oxnard and extends best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED THIS 15th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS
AGENDA ITEM NO. H.1

DATE: April 15, 2025
TO: City Council
FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org
SUBJECT: Appointment of Members to Serve on the City's Citizen Advisory Groups (CAGs) (5 minutes)

RECOMMENDATION

That the Mayor, with approval of the City Council, make the following appointments:

1. To Parks, Recreation and Community Services Commission: Abel Velasquez (D3); and
2. To Planning Commission: John Barrick (D3)

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/dXJBDeHMmq4>

BACKGROUND

1. Parks, Recreation and Community Services Commission (PRCSC)

The PRCSC is concerned with all matters pertaining to the parks, recreation and community services activities in the City. The PRCSC is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilman Starr nominates Abel Velasquez to represent D3, who has passed the City's formal background check procedures.

2. Planning Commission

The Planning Commission is charged with various functions and duties throughout the Oxnard City Code and the California Government Code, including preparing, reviewing and revising the City's General Plan; implementing that General Plan through various specific plans, zoning and subdivision ordinances; promoting the coordination of local plans and programs with the plans and programs of other public agencies; annually reviewing the City's capital improvement program for consistency with that General Plan; ensuring conformity with the General Plan for any real property acquired for public purposes or for any public building or structure constructed or authorized; and ensuring conformity with the General Plan for any real property disposed of or for any street vacated or abandoned. The Planning Commission is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilman Starr nominates John Barrick to represent D3, who has passed the City's formal background check procedures.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies in the City's commissions, committees and boards.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. CAG Appointment Chart for 4.15.25 Council Meeting - Appointments by District
2. Presentation 04.15.25 Appointment of Members to Serve on the City's CAGs and Boards

Citizen Advisory Group Roster (rev. 04/03/25)

	Mc Arthur (at large)	Perello (D1)	Teran (D2)	Starr (D3)	Rodriguez (D4)	Basua (D5)	Perez (D6)	Applicants
Community Relations Commission (CRC)	Vacant (X/XX/XX - 12/31/28)	Helaine Rochelle Stallion - D1 (2/21/23 - 12/31/26)	Cynthia Gonzalez - D2 (1/17/23 - 12/31/26)	Tiffany Lopez - D1 (04/01/25 - 12/31/28)	Vacant (X/XX/XX - 12/31/28)	Khalilah Durias - D3 (1/3/23 - 12/31/26)	Meaghan Salas - D6 (04/01/25 - 12/31/28)	1. Arthur Leroy Mortell - D1 2. Pardeep Singh - D3 3. Anna Marie Cabrera - D6
Cultural Arts Commission (CAC)	Vacant (X/XX/XX - 12/31/28)	Teodoro Lopez - D1 (2/21/23 - 12/31/26)	Paloma B. Concordia - D2 (06/29/2023 - 12/31/26)	Sandra Diaz - D3 (4/01/25 - 12/31/28)	Vacant (X/XX/XX - 12/31/28)	Vacant (X/XX/XX - 12/31/26)	Elisa Torres - D6 (04/01/25- 12/31/28)	1. Queala Clancy - D1 2. Laura Gallardo-Jimenez - D1 3. Edward Foster Hill - D1 4. Pam Hogarth - D1 5. Ana Maria Van Hoven - D1 6. Brian Douglas Landers - D1 7. Velia V Soto - D1 8. Henry E Villanueva - D1 9. Elaine Alarcon-Totten - D2 10. Heather Schmidt - D3 11. Pardeep Singh - D3 12. Luann Castanoli Rocha - D4 13. Jose Cano - D4 14. Tomas C Dertner - D4 15. Luis Guereca - D4 16. Roger Poirier - D4 17. Jennifer Andrea Alvarez - D5
Measure O Citizen Oversight Committee (+1 seat representing business community and 1 seat representing neighborhood council)	Vacant (X/XX/XX - 12/31/28)	Steven Nash - D1 (04/01/25 - 12/31/28)	Noemi Valdes - D2 (6/21/22 - 12/31/24)	Ronald Arruejo - D3 (04/01/25 - 12/31/28)	Ruby Durias - D4 (04/01/25 - 12/31/28)	Nathan Castillo - D4 (3/29/22 - 12/31/24)	Joe Munoz - D2 (3/2/21 - 12/31/24)	1. Edward Foster Hill - D1 2. Brian Douglas Landers - D1 3. Arthur Leroy Mortell - D1 4. Dan Pinedo - D3 5. Heather Schmidt - D3 6. Ruby Durias - D4 7. Jose Alamillo - D5
Parks and Recreation and Community Services Commission (PRCSC)	Vacant (X/XX/XX - 12/31/28)	Miguel Fernandez - D1 (2/21/23 - 12/31/26)	Joe G. Garcia - D3 (04/01/2025 - 12/31/28)	Abel Velasquez - D3 (X/XX/XX - 12/31/28)	Angela Whitecomb - D4 (4/01/25 - 12/31/28)	Oscar Hernandez - D5 (3/21/23 - 12/31/26)	Vacant (X/XX/XX - 12/31/28)	1. Lissa Hewitt -D1 2. Edward Foster Hill - D1 3. Ana Maria Van Hoven - D1 4. Rajon Isaiah White - D1 5. Roger Poirier - D4
Planning Commission	Vacant (X/XX/XX - 12/31/28)	Steven Nash - D1 (2/21/23 - 12/31/26)	Vincent Stewart - D2 (1/17/23 - 12/31/26)	John Barrick - D1 (X/XX/XX - 12/31/28)	Ronald Arruejo - D3 (04/01/25 - 12/31/28)	James Schuelke - D1 (01/16/24 - 12/31/26)	Miguel Lopez - D1 (04/01/25 - 12/31/28)	1. Edward Foster Hill - D1 2. Ken Oplinger - D1 3. Adrian Cortez - D3 4. Pardeep Singh - D3 5. Jose Alamillo - D5 6. Anna Marie Cabrera - D6 7. Edgar Fraire - D6
Senior Services Commission (SSC)	Vacant (XX/XX/XX - 12/31/28)	Gloria Postel - D1 (04/01/25 - 12/31/26)	Alice Sweetland - D2 (1/17/23 - 12/31/26)	Gloria Massey Chinea - D1 (04/01/25 - 12/31/28)	Vacant (X/XX/XX - 12/31/28)	LaRita Montgomery - D5 (1/3/23 - 12/31/26)	Linda Calderon - D5 (4/01/25- 12/31/28)	1. Brian Douglas Landers - D1 2. Jose Alamillo - D5 3. Anna Marie Cabrera - D6

KEY	
	Already appointed
	Open seat
	Nominated (waiting for background check)
	Submitted for appointment at an upcoming Council meeting
	Term expired in 2024, no application for reappointment

Appointment of Members to Serve on the City's CAGs

City Council

April 15, 2025

Luly A. López, City Clerk



That the Mayor, with the approval of the City Council, make the following appointments:

1. To Parks and Recreation and Community Services Commission: Abel Velasquez (D3); and
2. To Planning Commission: John Barrick (D3).

PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION

Function	Focuses on items pertaining to the parks, recreation and community services activities in the City and serves as a liaison between the City Council and the community on such matters.
Requirements	7 members must reside in City and be over age 18
Nomination	•Councilman Starr nominates Abel Velasquez (D3)

PLANNING COMMISSION

Function	• Preparing, reviewing and revising General Plan • Implementing General Plan through various specific plans, zoning and subdivision ordinances • Promoting coordination of local plans and programs with the plans and programs of other public agencies • Annually reviewing City's capital improvement program for consistency with General Plan • Ensuring General Plan conformity for real property acquired/disposed of, public building/structure constructed, or street vacated/abandoned
Requirements	7 members must reside in City and be over age 18
Nomination	•Councilman Starr nominates John Barrick (D3)



THE END



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

DATE: April 15, 2025
TO: City Council, Housing Authority
FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org
SUBJECT: Approval of Minutes for City Council and Oxnard Housing Authority.

RECOMMENDATION

That the City Council approve the regular meeting minutes of April 1, 2025.

That the Housing Authority Board of Commissioners approve the regular meeting minutes of March 4 and 18, 2025.

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: Luly Lopez, City Clerk

ATTACHMENTS

1. City Council meeting of April 1 2025
2. Housing Authority meeting of March 4 2025
3. Housing Authority meeting of March 18 2025

AGENDA
OXNARD CITY COUNCIL
April 1, 2025

A. ROLL CALL, POSTING OF AGENDA

At 5:02 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council convened in the Council Chambers at 305 West Third Street, Oxnard, California. Councilmembers Luis A. Mc Arthur; Bert E. Perello; Michaela Perez; Gabriela Rodriguez; Aaron Starr and Gabriel Teran were present. The City Clerk stated that the agenda was posted on Thursday, March 20, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

Staff members present were Alexander Nguyen, City Manager, Eric Sonstegard, Assistant City Manager; Michelle McCarron, Assistant City Attorney and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO
ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received.

At 5:06 p.m., the City Council recessed to a closed session. At 5:15 p.m., Councilwoman Gabriela Basua was present.

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))
Name of case: Hendrix ex rel. United States v. J-M Mfg. Co.
USDC, Central Dist. CA, D.C. No. 5:06-cv-00055-GW-PJW
2. CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED
LITIGATION (Government Code Section 54956.9(d)(4))
Based on existing facts and circumstances, the City Council shall decide
whether to initiate litigation in one potential case.

Assistant City Attorney McCarron announced: “Item C-2: the City Council by a vote of 7-0, has directed the City Attorney to initiate an action. The action, the defendants and the other particulars shall, once unsealed be disclosed to any person upon inquiry, unless to do so would jeopardize the City’s ability to effectuate service of process on one or more of the unserved parties, or that to do so would jeopardize the City’s ability to conclude existing settlement negotiations to its advantage.”

D. OPENING CEREMONIES (6:00 PM)

At 6:03 p.m. Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 West Third Street, Oxnard, California.

Councilmembers Gabriela Basua; Luis A. Mc Arthur; Bert E. Perello; Michaela Perez; Gabriela Rodriguez; Aaron Starr; and Gabriel Teran were present.

The meeting opened with the pledge of allegiance to the flag of the United States led by Jonathan Rosas Hernandez, a student at Pacifica High School.

Additional staff members present were Michael Wolfe, Public Works Director; Karsten Guthrie, Assistant Fire Chief; Stephen McNaughten, Fire Marshal; Taylor Gambino, Civil Engineer; and Tamara Flynn, Construction Project Manager.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Week of April 6 - 12, 2025 as "Library Week" in the City of Oxnard.

Mayor Mc Arthur read the proclamation and presented it to Kathleen Ashmore, Library Manager who thanked the City Council for the recognition.

2. SUBJECT: Presentation of a Proclamation Designating the Month of April 2025 as "Arts, Culture and Creativity" in the City of Oxnard.

Mayor Mc Arthur read the proclamation and presented it to Julie Estrada; Carolyn Mullin; Teodoro Lopez; Gabriel Islas; Juana Martinez; Luis Campa; and Cesar Aldana; who thanked the City Council for the recognition.

3. SUBJECT: Presentation of a Proclamation Designating the Month of April 2025 as "Fair Housing Month" in the City of Oxnard.

Mayor Mc Arthur read the proclamation and presented it to Rebecca Elliott, President of the Ventura County Board of Realtors and Boardmember Julio Gomez who thanked the City Council for the recognition.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Rev. Roger Labonte (exhausts/muffler noise); Pat Brown (homeless issues); Theresa Clemen (youth sports); Greg Runyon (community/people identity); Abel Magana (upcoming art show); Manuel Herrera (involving our youth); Doug Partello (various items).

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager announced: upcoming town hall meeting regarding California's updated fire hazard severity zone maps; Del Norte drop-off days; and 2nd Annual Egg-ccessible

Egg Hunt at College Park.

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

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

Councilwoman Perez requested an agenda item regarding a presentation on 2025 Point-in-Count by the County's Continuum of Care.

Councilman Starr commented on concerns received from residents regarding fireworks. He ask staff to consider sending mailers reminding people of the penalties and that we do prosecuted.

1. City Clerk Department

SUBJECT: Appointment of Members to Serve on the City's Citizen Advisory Groups (CAGs) and Boards (5 minutes)

RECOMMENDATION: That the Mayor, with the approval of the City Council, make the following appointments:

1. To Community Relations Commission: Tiffany Lopez (D3) and Meaghan Salas (D6);
2. To Cultural Arts Commission: Sandra Diaz (D3) and Elisa Torres (D6);
3. To Parks, Recreation and Community Services Commission: Joe Garcia (D2) and Angela Whitecomb (D4);
4. To Planning Commission: Ronald Arruejo (D4) and Dr. Miguel Lopez (D6);
5. To Senior Services Commission: Gloria Postel (D1), Gloria Massey China (D3) and Linda Calderon (D6); and
6. To Measure O Citizen Oversight Committee: Steven Nash (D1), Noemi Valdes (D2), Ronald Arruejo (D3) and Ruby Durias (D4).

Public comment was received from Ronald Arruejo.

It was moved by Mayor Mc Arthur, seconded by Councilmember Perello, to approve the recommended action. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua, and Mc Arthur voted in favor; motion carried 7-0.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Item Nos. K-2 – K-4 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the regular minutes of February 18, March 4 and 18, 2025.

2. Fire Department
SUBJECT: Agreement Regarding Field Training for Paramedic Students.
RECOMMENDATION: That the City Council authorize the City Manager to execute a Paramedic/Emergency Medical Technician (EMT) student education agreement (field internship) with the California Firefighter Joint Apprenticeship Committee (Cal-JAC) {A-8579} for a term ending December 31, 2027.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 11, 2025.)

3. Finance Department
SUBJECT: Monthly Investment Report for the Period Ending February 28, 2025.
RECOMMENDATION: This is an information item for the City Council to receive and file.

(This item did not originate in Committee.)

4. Public Works Department
SUBJECT: Agreement 32500335 with Honeywell International, Inc. for Fire Station Alerting System Replacement Project, Specification No. FD 25-17.
RECOMMENDATION: That the City Council approve and authorize:
 1. A total of \$399,005.52 in Project funds for the Fire Station Alerting System Replacement Project, Specification No. FD 25-17;
 2. The Mayor to execute an Agreement with Honeywell International, Inc. in the amount of \$319,204.52 for the Project and approve a Project contingency amount of \$47,881 (~15%) with Honeywell International, Inc., for a total not to exceed value of \$367,085.52 for the Project; and
 3. A Project allocation amount of \$31,920 (~10%) for engineering, inspection, survey and project management for the Project.
(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Consent Item K.1

It was moved by Councilmember Perello, seconded by Mayor Mc Arthur, to approve the Information/Consent item as presented. VOTE: Perez, Rodriguez, Starr, Teran,

Basua, Mc Arthur, and Perello voted in favor; the motion carried 7-0.

Consent Items K.2 - K-4

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to approve the Information/Consent item as presented. VOTE: Rodriguez, Starr, Teran, Basua, Mc Arthur, Perello, and Perez voted in favor; the motion carried 7-0.

L. **PUBLIC HEARINGS**

M. **REPORTS**

1. **Fire Department**

SUBJECT: Resolution Acknowledging Receipt of the Fire Chief's Report on State-Mandated Fire Inspections. (15 minutes)

RECOMMENDATION: That the City Council adopt **Resolution No. 15,850** acknowledging receipt of the report prepared by the Oxnard Fire Department's Fire Chief regarding State-mandated inspections of specified occupancies, as required by Sections 13146.2 and 13146.3 of the California Health and Safety Code.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 11, 2025.)

Fire Marshal McNaughten presented and answered questions.

No public comment was received. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilwoman Perez, to approve the recommended action. VOTE: Starr, Teran, Basua, Mc Arthur, Perello, Perez, and Rodriguez voted in favor; motion passed 7-0.

2. **Public Works Department**

SUBJECT: Public Project Agreement 32500449 with Onyx Paving Company, Inc. for Citywide Neighborhood Street Resurfacing Project- Phase I, Specification No. PW 24-135, in the Cabrillo, Sea Air, El Rio West, Rose Park, Pleasant Valley, and Southwinds Neighborhoods. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$7,207,209.50 in Project funds for the Citywide Neighborhood Street Resurfacing Project Phase I, Specification No. PW 24-135;
2. The Mayor to Execute an Agreement with Onyx Paving Company, Inc. in the amount of \$6,006,007.50 for the Project and approve a Project contingency amount of \$600,601.00 (~10%) with Onyx Paving Company, Inc. for a total not to exceed value of \$6,606,608.50 for the Project;
3. A Project allocation amount of \$600,601.00 (~10%) for engineering, inspection, survey and project management for the Project;
4. A total amount of budget appropriations of \$215,946 consisting of \$127,968 from the Water Operating Fund (601), \$87,978 from the Wastewater Operating Fund

(611)available fund balances, as well as the corresponding Capital Outlay Fund (301) appropriation increase in the same amounts for this Project (C2209); and
5. An unappropriation of \$158,998 from the Road Maintenance and Rehabilitation Account (RMRA) Fund (185), as well as the corresponding Capital Outlay Fund (301) appropriation decrease in the same amount for this Project (C2209).

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

Public Works Director Wolfe and Project Manager Flynn presented and answered questions.

No public comment was received. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Perez, to approve the recommended action. VOTE: Teran, Basua, Perello, Perez, Rodriguez, Starr and Mc Arthur voted in favor; motion carried 7-0.

3. City Attorney Department

SUBJECT: Committee Bylaws Revision. (10 minutes)

RECOMMENDATION: That the City Council adopt **Resolution No. 15,851** amending the bylaws for City Council committees.

(The Finance and Governance Committee approved 3-0 on March 11, 2025)

Assistant City Attorney McCarron and Assistant City Manager Sonstegard presented and answered questions.

No public comment was received. Discussion ensued among the Council and staff.

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Basua, Perello, Perez, Rodriguez, Starr, Teran, and Mc Arthur voted in favor; motion carried 7-0.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 8:47 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
March 4, 2025

A. ROLL CALL, POSTING OF AGENDA

At 6:20 p.m. Chair Luis Mc Arthur presided and called to order the regular meeting of the Oxnard Housing Authority concurrently with the Oxnard City Council in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. Commissioners Luis Mc Arthur; Gabriela Basua; Bert E. Perello; Michaela Perez; Gabriela Rodriguez; Aaron Starr; Gabriel Teran and Jose Andrade were present. The Secretary Designate stated that the agenda was posted on Thursday, February 20, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

The meeting opened with the pledge of allegiance to the flag of the United States led by Ricardo Navarro, followed by a moment of silence in honor of Gene Gonzales, a retired Parks Supervisor who passed away.

Staff members present were Alexander Nguyen, Executive Director; Eric Sonstegard, Assistant Executive Director; Stephen Fischer, General Counsel; Brenda Lopez, Interim Housing Director; and Lourdes A. López, Secretary Designate.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

E. CEREMONIAL ITEMS

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REPORT OF EXECUTIVE DIRECTOR

H. HOUSING AUTHORITY BUSINESS

I. REVIEW OF INFORMATION/CONSENT AGENDA

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Oxnard Housing Authority Board of Commissioners approve the minutes of the February 4, 2025 regular meeting as presented.

5. Housing Department

SUBJECT: Yardi Systems Inc., Software License and Service Agreement for Oxnard Housing Authority.

RECOMMENDATION: That the Oxnard Housing Authority Board of Commissioners approve and authorize the Chair to execute a five-year Software as a Service (SAAS) Subscription Agreement (A-8577) with Yardi Systems Inc., a database client software for the operations related to the Public Housing Program and the Housing Choice Voucher Program, in an aggregate amount of \$344,961.75 plus annual Consumer Price Index increases.

Consent Items K-1 and K-5:

It was moved by Chair Mc Arthur, seconded by Commissioner Rodriguez, to approve the Information/Consent item as presented. VOTE: Mc Arthur, Rodriguez, Andrade, Perello, Perez, Starr, Teran, and Basua voted in favor; the motion passed 8-0.

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 7:38 p.m.

LOURDES A. LÓPEZ
Secretary Designate

LUIS MC ARTHUR
Chair

MINUTES
OXNARD HOUSING AUTHORITY
March 18, 2025

A. ROLL CALL, POSTING OF AGENDA

At 6:03 p.m. Chair Luis Mc Arthur presided and called to order the regular meeting of the Oxnard Housing Authority concurrently with the Oxnard City Council in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. The City Clerk stated that the agenda was posted on Thursday, March 6, 2025 and the amended agenda on March 12, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website. Commissioners Gabriela Basua, Luis Mc Arthur; Bert E. Perello; Michaela Perez; Aaron Starr; Gabriel Teran and Jose Andrade were present.

Commissioner Gabriela Rodriguez attended the meeting remotely from the Double Tree by Hilton Washington DC- Crystal City, 300 Army Navy Drive, Arlington, VA 22202-2891 US.

Staff members present were Alexander Nguyen, Executive Secretary; Ashley Golden, Assistant Executive Secretary; Eric Sonstegard, Assistant Executive Secretary; Stephen Fischer, General Counsel; Brenda Lopez, Interim Housing Director and Lourdes A. López, Secretary Designate.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO
ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States led by Brooke Donlon, a student at Oxnard High School.

D. CEREMONIAL ITEMS

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

F. REPORT OF EXECUTIVE SECRETARY

G. HOUSING AUTHORITY REPORTS

H. REVIEW OF INFORMATION/CONSENT AGENDA

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

J. INFORMATION/CONSENT AGENDA

K. PUBLIC HEARINGS

1. Housing Department

SUBJECT: 5-Year Public Housing Agency (PHA) Plan, Annual PHA Plan and Capital Fund Program Five-Year Action Plan for Low-Rent Public Housing. (10 Minutes)

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

1. Hold a public hearing to receive comments concerning the 5-Year Public Housing Agency (PHA) Plan, the 2025 Annual PHA Plan, the Capital Fund Five-Year Action Plan and the 2025 Capital Fund Budget; and
2. Adopt **Resolution No. 1,349**:
 - a. Approving the 5-Year Public Housing Agency (PHA) Plan and the 2025 Annual PHA Plan for the Housing Authority of the City of Oxnard;
 - b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with federal policies and procedures;
 - c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with policies and procedures of the Department of Housing and Urban Development regarding the 5-Year PHA Plan and the 2025 Annual PHA Plan;
 - d. Approving the Capital Fund Five-Year Action Plan and the 2025 Capital Fund Budget; and
 - e. Authorizing the Housing Director to accept and expend the funds as indicated in the Capital Fund Five-Year Action Plan and the 2025 Capital Fund Budget.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on February 25, 2025.)

The Secretary Designate announced the affidavit of publication and stated that no written communications were received.

Chair Mc Arthur opened the public testimony portion of the public hearing.

Brenda Lopez, Interim Housing Director presented and answered questions. Discussion ensued among the Commissioners and staff. Public comments were received from Deirdre Frank and Manuel Herrera.

Without objection, the Commissioners approved closing the public testimony portion of the public hearing.

It was moved by Commissioner Perez, seconded by Commissioner Starr, to approve the recommended action item as presented. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua, Andrade, and Mc Arthur voted in favor; the motion passed 8-0.

CITY COUNCIL

At 8:02 p.m., the joint meeting with the City Council concluded.

L. **REPORTS**

M. **ADJOURNMENT**

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 8:02 p.m.

LOURDES A. LÓPEZ
Secretary Designate

LUIS MC ARTHUR
Chair



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.2

DATE: April 15, 2025

TO: City Council

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

SUBJECT: Purchase of Material Handler for the Del Norte Regional Recycling and Transfer Station.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a purchase order with Quinn Company in the amount of \$548,756.31 for a material handler for the Del Norte Regional Recycling and Transfer Station.

(Public Works and Transportation Committee approved 3-0 on March 25, 2025)

BACKGROUND

The Environmental Resources (ER) Division is responsible for the operation of the Del Norte Regional Recycling and Transfer Station (Del Norte) which is a regional, material recovery facility (MRF). The MRF receives and processes residential, commercial, and industrial solid waste, recyclables, and organic waste within the City of Oxnard collection boundaries as well as material from areas in the Ventura County region. The Del Norte facility is permitted to accept municipal solid waste which includes refuse, recyclables, and organic waste material.

DISCUSSION

SB 1383 Local Assistance Grant Program under the Department of Resources Recycling and Recovery (CalRecycle) provides funding up to the full grant amount of \$519,396, with no local match required, for the purchase of the material handler. Daily MRF operations rely heavily on using essential heavy equipment to process solid waste materials. A wheel loader is currently used to move solid waste material for processing and transferring purposes.

The material handler will be an additional piece of equipment that will assist in the day-to-day operations by moving material for processing and transferring to the landfill. In addition, the material handler allows operators to remove materials from roll-off bins and trailers that may be overfilled by pulling materials out from the top rather than having to empty out the overfilled bins and trailers through walking-floor trailers and/or tipper trailers, which is a much more time-consuming process. The material handler can also move organic and recyclable material to the sorting line at a more consistent pace allowing more materials to be processed with less contamination.

Staff identified Sourcewell Cooperative Agreement No. 011723 with Quinn Company. Utilizing a cooperative purchasing method, such as a Sourcewell, allows the City to "piggyback" on the agreement and obtain the material handler at a discounted price. Sourcewell is a cooperative purchasing program that unites the buying power of government, education, and nonprofit organizations. By utilizing hundreds of competitively solicited and awarded contracts, Sourcewell simplifies the public procurement process and ensures the efficient use of taxpayer dollars. Thousands of public entities are enrolled as participating agencies in this program. Furthermore, Quinn is a leading provider of this equipment and is recognized throughout southern California for its innovative design and integrated safety features.

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 purchase order with Quinn Company shall not exceed \$548,756.31. There are sufficient budget appropriations in the SB 1383 Local Assistance Grant Program (C2423) in the amount of \$519,396.00 and in the ER Operating Council-approved budget from capital outlay for \$29,360.31 for the purchase of the material handler.

Division	Equipment	Project and Account	Cost
Environmental Resources	Material Handler	Project No. C2423 Account No. 6323631-56040	\$519,396.00
Environmental Resources	Material Handler	Capital Outlay Account No. 6313636-56040	\$29,360.31
TOTAL			\$548,756.31

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 25, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Eric Zetz, Division Manager

ATTACHMENTS

1. Quote with Sourcewell Discount
2. Sample Image of Material Handler
3. Sourcewell and Caterpillar Contract 011723



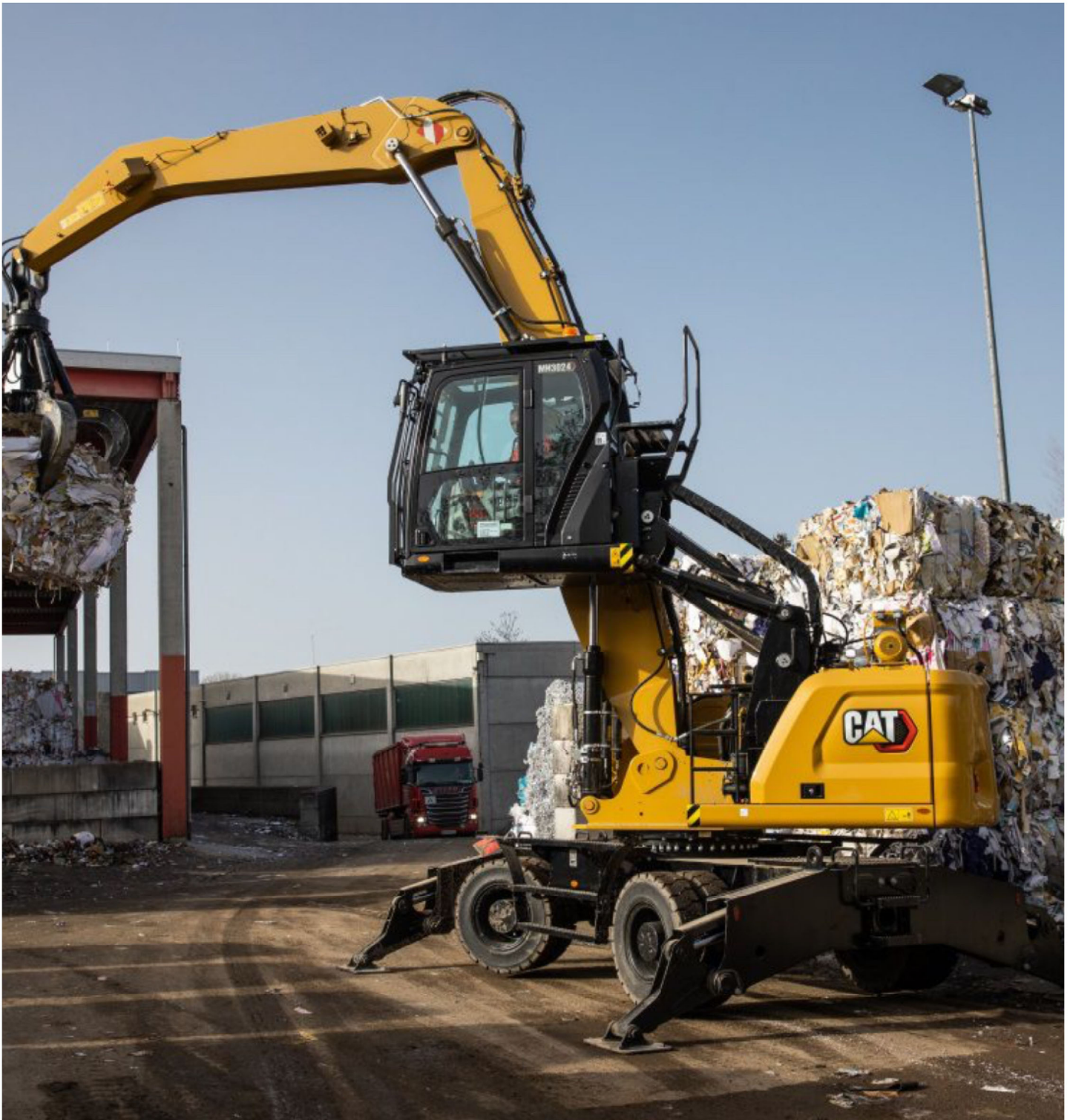
SALES AGREEMENT

DATE Nov 14, 2024
QUOTE# 174596

Quinn Company, 10006 Rose Hills Road, City of Industry, CA90601 Phone: (562) 463-4000

S O L D T O	PURCHASER CITY OF OXNARD - DEL NORTE RECYCLING			
	STREET ADDRESS 111 S DEL NORTE BLVD		<SAME>	
	CITY/STATE OXNARD, CA	COUNTY VENTURA		
	POSTAL CODE 93030	PHONE NO. 805 385 8069		
	CUSTOMER EQUIPMENT JAMES TORREZ			
	CONTACT: PRODUCT SUPPORT JAMES TORREZ			
INDUSTRY CODE: LOCAL GOVERNMENT(GV93)		PRINCIPAL WORK CODE GOVERNMENT(A305)	F.O.B. AT: Oxnard Machine	
CUSTOMER NUMBER 177960		Sales Tax Exemption # (if applicable) N/A		CUSTOMER PO NUMBER
T E R M S	PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
	NET PAYMENT ON RECEIPT OF INVOICE ☒		NET ON DELIVERY ☐	
			FINANCIAL SERVICES ☐ CSC ☐ LEASE ☐ CAT CARD	
	CASH WITH ORDER \$0.00	BALANCE TO FINANCE 0.00	CONTRACT INTEREST RATE 0.00	
PAYMENT PERIOD		PAYMENT AMOUNT 0.00	NUMBER OF PAYMENTS 0	OPTIONAL BUY-OUT
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: CATERPILLAR INC.		MODEL: MH3024	YEAR: TBA	
STOCK NUMBER: TBA		SERIAL NUMBER: TBA	SMU: TBA	
MH3024 07A WHL MH AM-N DCA3	612-8310	WIRING, PRODUCT LINK	583-3846	LINES, CONNECTING 244-3140
ALARM, BACK-UP HCR	237-0065	COUNTERWEIGHT, HEAVY	586-8059	E-fence and payload system
TIRE, 10-20 DUAL, SOLID RUBBER	474-7226	RADIO MODULE, PL243 CELLULAR	589-1744	
MIRRORS, VA + MH	525-2938	STEPS, UC, REAR	592-7725	
BEACON, CAB	567-0427	CAB FILTRATION, STD	593-5246	
COMMON ARRANGEMENT	571-8088	NO GUARD	593-9121	
MH3024 07D WHEEL MTL HANDLER	571-8077	BOOM, 24'5", STRAIGHT STICK	602-7621	
HYDRAULIC OIL, MINERAL	572-5794	STICK, 14'1'', STRAIGHT	602-7172	
DECALS, ANSI, MH BOOM	572-5826	RADIATOR SCREEN, WASTE	609-9564	
CAB, DELUXE, P8B	572-7026	LANE 1 ORDER	0P-9001	
UC MH W/ BLADE	576-4219	COOLING SYSTEM, WASTE	623-5628	
CAMERA, REAR + RH VIEW	576-8156	LIGHTS, CHASSIS	621-9629	
NO GENERATOR	578-7726	COMPLETE STORAGE PROTECTION	0G-9240	
LIGHTS, CHASSIS	581-0507	GRAPPLE, G324-WH 2.0CUM 2.6CYD	587-8988	
NO STEERING WHEEL	582-8876	BRACKET, MOUNTING MH	598-3746	
YEAR	TRADE-IN EQUIPMENT	SERIAL NO.	SELL PRICE	\$671,336.61
			EXT WARRANTY	Included
			CSA	Included
			SOURCE WELL 26% DISCOUNT CONTRACT #011723-CAT	(\$174,555.32)
ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			PREP AND FREIGHT	\$5,500.00
			NET BALANCE DUE	\$502,281.29
			TIRE FEE	\$14.00
			SALES TAX (9.25%)	\$46,461.02
GROSS TRADE ALLOWANCE			AFTER TAX BALANCE	\$548,756.31
PAYOUT TO AMOUNT OWING				
CUSTOMER TO PAYOUT ☐ QUINN COMPANY TO PAY OUT ☐				
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.				
☒ CATERPILLAR EQUIPMENT WARRANTY		INITIAL	☐ USED EQUIPMENT WARRANTY	
The customer acknowledges that he has received a copy of the Quinn Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 MONTHS FULL MACHINE		All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable: 		
MH3024-12 M0/8760 HR PREMIER, MH3024-36 M0/5000 HR PREMIER				
CSA: 24 Month 4000 Hour Parts + Fluid + Labor + 1.5 Hours Travel Time Per PM				
NOTES:				

QUINN COMPANY		PURCHASER	
ORDER RECEIVED BY	Llamas, Jaime	APPROVED AND ACCEPTED ON	CITY OF OXNARD - DEL NORTE RECYCLING
	REPRESENTATIVE		PURCHASER
BY		SIGNATURE	
		TITLE	



Wheel Material Handlers

MH3024

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

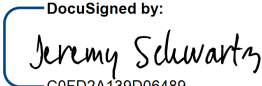
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

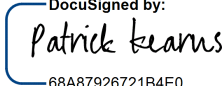
DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 5/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by:

 By: 7E42B8F817A64CC...
 Chad Coauette
 Title: Executive Director/CEO
 Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

DocuSigned by:

 By: 68A87926721B4E0...
 Patrick Kearns
 Title: Vice President Sales & Marketing,
 Construction Industries
 Date: 5/24/2023 | 9:13 AM PDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Caterpillar Inc
Address: 100 NE Adams St
Peoria, IL 61629
Contact: Sean Egel
Email: egel_sean_j@cat.com
Phone: 309-675-1399
HST#:

Submission Details

Created On: Tuesday November 15, 2022 14:22:18
Submitted On: Tuesday January 17, 2023 16:10:22
Submitted By: Sean Egel
Email: egel_sean_j@cat.com
Transaction #: aeaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address: 192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of \$51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were \$51B of which, North American sales were \$22B. Operating profit was \$6.9B with a profit per share of USD \$11.83. Dividends paid per share of USD \$4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*
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Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	\$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	\$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	\$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	\$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	\$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet that can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshow we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Rodeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/
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41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks 'on-the-go' when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations' carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with ISO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.
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45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these goods or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	☐ Yes ☒ No	NIA
76	Accessories or attachments for the offering in #71-75 above	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	☒ Yes ☐ No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	☐ Yes ☒ No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
 - [Financial Strength and Stability](#) - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
 - [Marketing PlanSamples](#) - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
 - WMBEIMBEISBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☒	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☒	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☒	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☒	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☒	1

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 (“Sourcewell”) and **Caterpillar Inc.**, having its principal place of business at 5212 N. O’Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 (“Caterpillar” or “Vendor”). Sourcewell and Caterpillar may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell’s cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof (“Licensed Trademarks”), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor’s Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

“Anti-Corruption and International Trade Laws” means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.
2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.
3. Beyond what is permitted in this Addendum, neither Party will:
 - a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;
 - b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
 - c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or
 - d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

- A. **EFFECTIVE DATE.** This Addendum is effective upon the date of the final signature below.
- B. **TERMINATION.** Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.
 1. *Termination for Convenience.* This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.
 2. *Termination for Breach.* This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.
 3. *Effect of Termination.* Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell’s pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

- 4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

DocuSigned by:
SOURCEWELL
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement
Date: 5/24/2023 | 2:45 PM CDT

DocuSigned by:
Caterpillar Inc.
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:48 PM PDT



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

DATE: April 15, 2025

TO: City Council

FROM: Michelle McCarron, Assistant City Attorney, 805-385-3937, michelle.mccarron@oxnard.org
Jennifer Yates, Purchasing Manager, (805) 200-5339, jennifer.yates@oxnard.org

SUBJECT: Ordinance Amending the City's Purchasing System (City Code Chapter 4).

RECOMMENDATION

That the City Council adopt Ordinance No. 3053 entitled "AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA REPEALING AND REPLACING CHAPTER 4, ARTICLES I THROUGH VI OF THE OXNARD CITY CODE FOR PURCHASING, CONTRACTING AND PUBLIC PROJECTS."

(Finance and Governance Committee approved 3-0 on February 25, 2025)

BACKGROUND

The City Attorney's Office in conjunction with the Finance Department, Purchasing Division and Public Works Department, have prepared a comprehensive update to the City's purchasing system that is codified in Chapter 4 of the Oxnard City Code. The last comprehensive update to the purchasing system occurred in 2018.

Oxnard is the 22nd largest city in California and is a full-service general law city. General law cities are obligated to adhere to the requirements of California Government Code sections 54201-54205 regarding local agency procurement requirements along with Public Contract Code section 3400 and Government Code sections 4000-4563 regarding trade names, professional services and subcontracting among other items, as well as Public Contract Code sections 20100-22199 regarding procurement of public works projects, when establishing or updating its purchasing system. A review of the City's current purchasing system revealed the need for a necessary overhaul to provide clear and concise direction to city staff on contracting and procurement procedures, including detailed steps to follow for procuring goods, services, professional services and public projects, in addition to a stand-alone code section that describes purchasing and contracting authority.

Oxnard must operate and maintain a significant portfolio of infrastructure and public services. The City utilizes contractors, consultants and other service providers that assist in maintaining City infrastructure and services Oxnard residents rely upon on a daily basis. This includes 1,037 miles of streets; a municipal water utility with 504 miles of water lines, over 43,000 water service connections, and several drinking water treatment facilities; a wastewater utility that processes 27 million gallons per day, and maintains 415 miles of sewer lines; and an advanced water purification facility that creates recycled water. Oxnard also provides municipal solid waste services at its Del Norte material recycling facility, where over 295,000 tons of solid waste, 24,900 tons of recycled material, and 22,000 tons of organic waste are processed annually, and provides trash pick-up services to 34,480 residences and 5,082 commercial facilities and apartment buildings, utilizing 102 City trash vehicles. Additionally, the City of Oxnard is responsible for managing and maintaining a housing department that provides critical services to Oxnard residents in need of affordable housing and related services; library services; a full-service City Police Department; a full-service City Fire Department with eight stations; 53 parks; 30 special districts; and City owned and operated buildings, facilities and fleet vehicles.

The timely and organized purchase of goods, supplies and services is imperative to the efficient function of City

government. The procurement process is highly regulated through required policies and procedures, as cited above, that ensure the City obtains the best products and services at the lowest cost or best value to the City. This is achieved through the use of a transparent and equitable process that is in conformance with State and local law. The procurement process can limit the City's ability to procure goods and services through time-consuming and cumbersome processes, procedures and policies. The ordinance before Council aims to provide additional procurement tools to assist staff.

For fiscal year 2025 (FY25), the City has 646 contracts with different service providers and contractors that are performing work throughout the City. These contracts are subject to the requirements of the City's purchasing system and State law. The number of contracts the City has at any given time fluctuates due to expiration, termination, or close outs, and of the 646 contracts in FY25 more than half were initiated in prior fiscal years since most contracts have up to a five-year term. Currently, there are approximately 619 open contracts. The City also issues purchase orders (POs) for goods, supplies and equipment. In fiscal year 2023, the City issued 914 POs; in fiscal year 2024, it issued 1,161 and in fiscal year 2025, 827 POs have been issued up to date.

The City's current purchasing system underwent minor revisions on May 17, 2022, with Ordinance 3016, which amended signature authority approval thresholds for certain City Staff. Prior to this, the City's purchasing system underwent substantial revisions on June 19, 2018, when the City Council adopted Ordinance 2943, which overhauled the city's previous purchasing system that was established in May of 2000 by Ordinance 2520.

The proposed ordinance strengthens the City's purchasing system by enunciating clear standards regarding purchasing authority, award levels, competitive solicitation processes, and provides explanations and guidance to City Staff on the processes and procedures that must be followed when procuring goods and services on behalf of the City. The proposed purchasing system is drafted to work in conjunction with the City's Tyler Munis Enterprise Resource Planning System ("ERP"), which is a citywide financial reporting tool that operates as a system of checks and balances for all purchases and contracts.

The proposed ordinance and the ERP work together to strengthen oversight of the City's purchasing and contracting system. Each contract and purchase order solicited by the City is uploaded to the ERP system, where a series of approvers must review the contract, pricing, terms, scope, solicitation information and financial information to ensure compliance with the City's purchasing system as well as financial controls provided by the ERP. The ERP approval process is rigorous and mandates review by department directors, risk management, finance department, city manager and city attorney departments and the purchasing department. The ERP along with this proposed purchasing ordinance, will ensure all City solicitations, contracts, and purchases are conducted in accordance with State law.

DISCUSSION

The current purchasing ordinance requires updating to provide clear explanations on the procedures and processes for the different types of solicitations. The current ordinance directs the reviewer to California State codes, requiring the reviewer to search for and interpret State Codes to determine the appropriate requirements for soliciting goods, services and public projects. The proposed ordinance provides guidance for the use of on-call agreements, multiple award schedules, the Uniform Cost Construction Accounting Act ("UCCAA") and other common purchasing practices that are not included in the current purchasing ordinance. Lastly, the California Legislature has passed AB2192 which updates the Public Contract Code for public works projects.

The proposed purchasing ordinance reorganizes the purchasing system into five separate articles. Article I contains the general provisions of the City's purchasing system. Article II describes the process for soliciting public works projects. Article III describes the process for soliciting professional services. Article IV describes the process for soliciting general services, goods, supplies, and equipment, as well as IT services. Lastly, Article V contains miscellaneous procedures applicable to some City solicitations.

The following is a list of the notable updates to the purchasing system:

- A new contract authority section with delegation provisions.
- Allowance for electronic signature authority.
- Utilizing the aggregate value method for purchasing and removing the annual authorization method.

- Updating the Public Project section to mirror the Uniform Cost Construction Accounting Act to provide the Public Works Department with more flexibility for public projects under \$75,000. [The solicitation/bid process for public projects and other purchases are commingled in the current ordinance. The proposed draft separates the processes].
- Separate solicitation requirements for professional services.
- Removal of the term "Trade Service" which is replaced with industry standard "General Service."
- Separates the procedures for emergency contracting for public projects from all other types of purchases, because Public Projects have a very specific procedure that is not appropriately documented in the current ordinance.
- Removes State Code citations that require the reviewer to look up a State Code to determine the appropriate purchasing requirements. The instructions and procedures are stated in the proposed ordinance, which removes any guesswork as to what is required.

The proposed purchasing ordinance defines and describes the purchasing methods and procedures that may be utilized by the City in a manner that is easy for staff to access, understand and implement. There is a dedicated section describing contracting authority and delegation of authority. The proposed purchasing system simplifies the local vendor preference program, allows for electronic signatures, codifies the use of design build projects for public works, and details emergency purchasing procedures. Additionally, the proposed ordinance updates the public project solicitation requirements based on Assembly Bill 2192, which went into effect on January 1, 2025. AB 2192 increases the threshold dollar amounts for informal solicitations from \$60,000 to \$200,000 to \$75,000 to \$220,000 and requires formal solicitations for any project over \$220,000. AB 2192 also updates the definition of a public work to include the term "installation."

Article I is the Citywide Purchasing System and contains the provisions that apply to the entire purchasing system. The definitions have been updated to reflect the City's current purchasing and contracting needs. Contracting Authority now appears in a single section and retains the intention and purpose of prior ordinance 3016, which amended the current purchasing ordinance, so the signature authority would be consistent with the City's Tyler Munis ERP system. The Contracting authority and threshold dollar amounts for City Staff identified in the purchasing ordinance remain at the same levels as stated in the prior ordinance.

There are new sections in the proposed purchasing ordinance which are discussed here. Among them are a prohibition on project splitting and non-compliance with purchasing guidelines which allow for violations to be prosecuted as a misdemeanor. There is a delegation of discretionary approval for designs, which is critical for the City to assert a "design immunity" defense in a tort claim filed against the City.

Next, two new sections are awarding to multiple vendors, the use of on-call or as-needed agreements. These updates provide staff with the ability to competitively procure goods and services through a single solicitation by requesting bids, proposals or pre-qualifications from multiple vendors and service providers. The single solicitation will allow the purchasing agent to award contracts to multiple qualified vendors and service providers from which task orders may be issued, thereby expediting the City's ability to respond to issues and provide services for the residents of Oxnard.

This update will significantly reduce the City's procurement time, which is of critical importance to the City's Public Works Department. A common issue that has been raised by residents and businesses alike is the significant amount of time that it takes for the City to complete Capital Improvement Projects as well as other repairs, installations and construction needed throughout the City, which is due to long lead times for procuring services. Specifically, the current timeline for public works obtaining professional services is approximately seven and a half months, which includes the development of the scope of work, publicly soliciting proposals, review of submittals, consultant interviews, contract negotiations, as well as preparing staff reports for Council for service providers with a cumulative total of contracts over \$220,000. For other types of solicitations, the purchasing agent estimates the solicitation process takes on average six to nine months.

By utilizing on-call agreements in conjunction with an aggregate value authority as stated in the updated ordinance, and issuing task orders against the larger awarded agreement, staff could have a task identified and reach out to the qualified consultants to request proposals under their on-call agreements with the City. After reviewing the submitted proposals, a task order against the on-call agreement can be issued and work started. It is estimated that this process would take six to eight weeks, rather than six to nine months for the traditional solicitation process. This process would benefit all departments across the City allowing for more effective and efficient procurement response times.

Over the last three fiscal years, the Purchasing Agent performed seventy solicitations in fiscal year 2023, eighty-five solicitations in fiscal year 2024 and is at fifty-five solicitations for fiscal year 2025. The public works department issued forty-six public project solicitations in fiscal year 2023, twenty-six in fiscal year 2024, and is at forty-four for fiscal year 2025. It is important to note that the Purchasing Agent solicitations for professional services must occur prior to the public works department solicitations, because the professional service provider performs design, engineering, architectural or construction management services that must be completed before a public work project can be solicited. Decreasing the solicitation times will allow public works projects to be solicited within a shorter time period as well.

The period of performance for on-call agreements will be on the order of five years, and each procurement has a limit of \$200,000 per task order related to Capital Improvement Projects and \$100,000 per task order for all other city projects, which is consistent with the proposed ordinance's contract authority limits. This will allow a reasonable time period to get work done under a longer-lived contract and will increase the efficient use of staff time by only needing to solicit and complete the contract once every three years.

Along the same lines of cost-effectiveness and time efficiency is the ability to award to multiple vendors from a single solicitation. This will allow the Purchasing Agent to solicit goods, equipment and supplies utilizing a matrix in which responsive vendors bid on items they can provide to the City and the City selects the providers with the lowest price per unit rather than the overall aggregate low bid for all items requested. This also establishes a fair, transparent and competitive process that meets Government Code requirements for single solicitation multiple vendor awards and allows the City to receive the best value or best prices through a single solicitation.

Article II contains the purchasing procedures for soliciting public projects. This Article sets forth the informal and formal bidding procedures for public projects. The requirements for how and when the City can require a brand name or equivalent product for public projects. Finally, it includes the process from the Public Contract Code for emergency contracting of public works projects, and codifies the City Council's prior resolution allowing Design-Build Projects.

Article II defines what type of public works projects are subject to the Uniform Cost Construction Accounting Act ("UCCAA"). The California Legislature updated the UCCAA with the passage of AB2192, which went into effect on January 1, 2025. AB2192 amends the definition of a public work to include the term "installation." This update will assist staff in determining when a public work is subject to the bidding procedures of the UCCAA. AB2192 also increases the bidding thresholds. Now, a public project under \$75,000 may be performed by force account, negotiated contract or purchase order, whereas the previous threshold was \$60,000. Next, the threshold for public projects subject to informal bidding requirements will increase to \$220,000, meaning public projects less than \$220,000, but greater than \$75,000 may be submitted to the contractor list maintained by the City's public works department. Lastly, the threshold for public projects subject to formal bidding requirements has increased to \$220,000 or greater from the previous cap of \$200,000.

Article II also codifies the City's design-build resolution that was passed by City Council on October 17, 2023. It makes sense to include design built in Article II, so that Public Works staff can view all solicitation tools and requirements in a single place. The Article also allows the public works director to award solicitations under \$75,000, with the Purchasing Agent executing the agreement. This will assist the public works facilities department in quickly completing small repairs and installations that are required to keep the City's facilities in good working order.

Article III contains the purchasing procedures for soliciting professional services and specifies the requirements for professional service solicitations and describes the formal and informal solicitation requirements in addition to the on-call solicitation requirements. All professional services must be made by contract and are awarded on the basis of best value criteria through a request for proposals. A proposal is different from a bid, which requires the lowest price, whereas price is one factor in determining whether the City is obtaining the best value from a professional service provider. This section also contains direction on change order and amendment authority as well as emergency and urgency contracting procedures.

Article IV contains the purchasing procedures for soliciting goods, supplies, equipment, general services, information technology services or other transactions that are not public projects. Often, services subject to this Article may be subject to the State's prevailing wage laws and this is stated in the article. The Article provides the informal and formal requirements for solicitations subject to this article as well as procedures for "small purchases" or those under \$5000. All

solicitations subject to this article must be informally or formally solicited and placed on a contract or purchase order. The purchasing agent has authority to determine if a solicitation should be awarded on the basis of best value or lowest bid. This section also contains the same direction on change order and amendment authority and emergency and urgency contracting procedures that are consistent with those found in Article III.

Article V contains miscellaneous purchasing functions. First, it replaces the City's prior small local business purchasing preference program with an easy-to-understand and implement program that allows a small local business up to a 5% or \$5000 dollar preference on solicitations subject to Articles III and IV. The prior small business program was rarely utilized and difficult to calculate and administer. The prior program had been requested on two prior solicitations within the last five years and did not result in a preference being issued to a small local business. This section also updates the definition of a small local business to that recognized by the State of California, which is less restrictive than what appears in the City's current purchasing system. Staff hopes this program change will assist more small local businesses that respond to City solicitations.

The proposed ordinance also sets forth authorization for electronic and digital signatures, which is not included in the City's current system. The authorization for such signatures meets the State guidelines for implementation of electronic/digital signatures for City contracting. Finally, the proposed ordinance provides an updated procedure for the sale and disposal of surplus property. This update will allow for greater oversight of the disposition of surplus property.

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.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on February 25, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. Ordinance 3053

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 3053

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA REPEALING AND
REPLACING CHAPTER 4, ARTICLES I THROUGH VI OF THE OXNARD CITY CODE
FOR PURCHASING, CONTRACTING AND PUBLIC PROJECTS

WHEREAS, Chapter 4 of the Oxnard City Code contains the City's current competitive purchasing and contracting system;

WHEREAS, it is in the best interests of the City, its employees, and its constituents to have efficient and transparent procedures in place for the purchase of supplies, services, equipment and public projects; and

WHEREAS, the City Council of the City of Oxnard desires to review and refine the City's current purchasing system to include updated and explicit definitions, procedures, explanations, and authority that reflect and are consistent with the City's longstanding purchasing needs and operations; and

WHEREAS, it is best practice to review and update the City's purchasing system to implement required changes that will support the efficient and orderly purchasing of supplies, services, equipment and public projects.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES
ORDAIN AS FOLLOWS:**

Part 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference as though fully set forth herein as the cause and foundation for the action taken by and through this Ordinance.

Part 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Parts 3 of this Ordinance, as set forth below, which fully replaced Chapter 4 of the City Code.

Part 3. Chapter 4 is hereby repealed in its entirety and replaced with the following provisions, which include new titles for chapter 4, and articles I, II, III, IV, and V and include code sections 4-1 through 4-55 as follows:

“CHAPTER 4: PURCHASING, CONTRACTING & PUBLIC PROJECTS

ARTICLE I. CITYWIDE PURCHASING SYSTEM

SEC. 4-1. PURPOSE

SEC. 4-2. DEFINITIONS

SEC. 4-3. CONTRACTING AUTHORITY

SEC. 4-4. ALLOWABLE PURCHASING METHODS

SEC. 4-5. PURCHASING AGENT

SEC. 4-6. CONFLICT.

SEC. 4-7. EXEMPTIONS TO SOLICITATION REQUIREMENTS

Sec. 4-8. AWARD TO MULTIPLE VENDORS

Sec. 4-9. ON-CALL AGREEMENTS

SEC. 4-10. NO OBLIGATION TO CONTRACT

SEC. 4-11. APPROVAL AS TO FORM

SEC. 4-12. BUSINESS LICENSE

SEC. 4-13. INSURANCE REQUIRED

SEC. 4-14. PROHIBITION AGAINST SPLITTING PROJECTS, PURCHASES, AND NON-COMPLIANCE WITH PURCHASING GUIDELINES

SEC. 4-15. AUTHORITY TO EXERCISE DISCRETIONARY APPROVAL OF DESIGNS FOR PUBLIC WORKS AND PUBLIC IMPROVEMENT PROJECTS

ARTICLE II. PUBLIC PROJECTS

SEC. 4-16. UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

SEC. 4-17. PUBLIC PROJECTS

SEC. 4-18. INFORMAL BIDDING PROCEDURE

SEC. 4-19. FORMAL BIDDING PROCEDURE

SEC. 4-20. TIER 1 PUBLIC PROJECTS

SEC. 4-21. TIER 2 PUBLIC PROJECTS

SEC. 4-22. TIER 3 PUBLIC PROJECTS

SEC. 4-23. WAIVER OF IRREGULARITIES

SEC. 4-24. REJECTING ALL BIDS

SEC. 4-25. BONDS

SEC. 4-26. PUBLIC PROJECT CONTRACTS & PREVAILING WAGE

SEC. 4-27. CHANGE ORDERS

SEC. 4-28. BRAND OR TRADE NAMES

SEC. 4-29. NO BIDS RECEIVED

SEC. 4-30. EMERGENCIES

SEC. 4-31. DESIGN BUILD PROJECTS

ARTICLE III. CONTRACTING FOR PROFESSIONAL SERVICES

SEC. 4-32. APPLICABILITY

SEC. 4-33. REQUIREMENTS FOR SOLICITATION AND CONTRACTS

SEC. 4-34. INFORMAL SOLICITATION PROCESS

SEC. 4-35. FORMAL SOLICITATION PROCESS

SEC. 4-36. SOLICITATION PROCESS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENTS RELATED TO A CAPITAL IMPROVEMENT PROJECT

SEC. 4-37. PUBLICATION

SEC. 4-38. NO RESPONSIVE SOLICITATIONS

SEC. 4-39. RECEIPT OR REJECTION OF SOLICITATION

SEC. 4-40. PURCHASE CHANGE ORDERS & AMENDMENTS

SEC. 4-41. EMERGENCY URGENCY & IMMEDIATE NEED

ARTICLE IV. PURCHASING & CONTRACTING FOR GOODS, SUPPLIES, EQUIPMENT, MAINTENANCE, GENERAL SERVICES, AND INFORMATION TECHNOLOGY SERVICES

SEC. 4-42. APPLICABILITY

SEC. 4-43. REQUIREMENTS FOR SOLICITATIONS, CONTRACTS AND PURCHASE ORDERS

SEC. 4-44. SERVICE CONTRACTS SUBJECT TO PREVAILING WAGES

SEC. 4-45. FORMAL SOLICITATION PROCESS

SEC. 4-46. INFORMAL SOLICITATION PROCESS

SEC. 4-47. PUBLICATION

SEC. 4-48. NO RESPONSIVE SOLICITATIONS

SEC. 4-49. RECEIPT OR REJECTION OF SOLICITATION

SEC. 4-50. PURCHASE CHANGE ORDERS & AMENDMENTS

SEC. 4-51. EMERGENCY, URGENCY & IMMEDIATE NEED

ARTICLE V. ADDITIONAL PURCHASING AND CONTRACT PROCEDURES

SEC. 4-52. SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM

SEC. 4-53. ELECTRONIC AND DIGITAL SIGNATURES

SEC. 4-54. SALE AND DISPOSAL OF UNEEDED EQUIPMENT AND PROPERTY OF THE CITY

SEC. 4-55 LIVING WAGE [RESERVED]

ARTICLE I. CITYWIDE PURCHASING SYSTEM POLICY

SEC. 4-1. PURPOSE

(A) The purpose of this chapter is to ensure that the city establishes an efficient centralized purchasing system, and that goods, materials, public projects and services are procured at fair and competitive prices.

(B) This chapter provides procedures for the performance of public projects, the purchase of supplies and equipment, and contracting for services.

(C) This chapter shall be interpreted and construed to be consistent with State law.

SEC. 4-2. DEFINITIONS

For the purposes of Chapter 4, the following definitions and rules shall be observed, unless such would be inconsistent with the manifest intent of the city council:

(A) AGGREGATE VALUE – The total value of the contract or purchase order for the life of that contract or purchase order.

(B) BEST VALUE - The expected outcome of a solicitation that in the city's estimation will provide the greatest overall benefit in response to the requirement, where price, quality, durability, servicing, delivery time, standardization, and/or other factors outlined in the purchasing manual are considered in the evaluation and selection process to minimize negative impacts and enhance the long-term performance and value of a solicitation submission.

(C) CHANGE ORDER- A legally binding document used to make changes to a construction contract for public projects that are necessary to complete the project and do not exceed the scope of the existing contract.

(D) COOPERATIVE PURCHASING - Whereby multiple government agencies, cooperative entities, or jurisdictions enter into a contract to procure from each other or to collectively procure a vendor, contractor or consultant.

(E) CONTRACT - Written instrument, also referred to as an Agreement, between the City and a contractor, vendor, or service provider that memorializes the legal obligations of the parties to the contract or agreement.

(F) DESIGN BUILD – A project delivery process in which both the design and construction of a project are procured from a single entity.

(G) EMERGENCY - A sudden, unexpected occurrence demanding immediate action to prevent or mitigate loss or damage to life, health, property, or essential public services.

(1) Regarding public projects, as defined in this chapter, the meaning provided in Cal. Pub. Con. Code, section 22050 shall control.

(2) Regarding all purchases unrelated to public projects, when a condition or possible safety situation renders solicitation requirements impractical or not in the best interests of the city and requires approval of the City Manager.

(H) FORCE ACCOUNT - Work performed on public projects using internal city resources, including, but not limited to, labor, equipment, materials, supplies and subcontracts of the city.

(I) FORMAL SOLICITATION - A competitive selection process where a response to a solicitation for any purchase other than a public project, must be submitted in a sealed envelope by mail, hand delivery, email or other electronic means, and in conformance with a prescribed format to be opened in public at a specified date and time or evaluated as delineated in the solicitation released, as established in the purchasing manual.

(J) SERVICE CONTRACT - A service that is not affiliated with a public project subject to Article II or professional services subject to Article III, and may include but is not limited to janitorial, security guard, pest control, landscape, maintenance work, and other general services.

(K) INFORMAL SOLICITATION - A competitive selection process where a response to a solicitation for any purchase other than a public project that is conveyed by mail, email or other electronic means, or other written manner that does not require a sealed proposal, public opening or other formalities, as established in the purchasing manual.

(L) INFORMATION TECHNOLOGY SERVICES – A service involving management, maintenance, installation or utilization of computer hardware or software.

(M) LOWEST RESPONSIVE, RESPONSIBLE BIDDER – A Contractor, Vendor or Service provider that is responsible and submits the least expensive bid that meets the requirements of an informal or formal solicitation

(N) NEGOTIATED CONTRACT - A contract that is awarded on the basis of a direct contract with a contractor, vendor or consultant without going through the formal or informal solicitation procedures.

(O) ON-CALL AGREEMENT – A general scope agreement with a Contractor, Vendor or Service Provider for a certain category, trade or scope of work, wherein specific projects shall be identified through the issuance of a task order that sets forth a scope of work, which is completed under a general scope agreement for the City.

(P) MAINTENANCE or MAINTENANCE WORK - The meaning provided in Cal. Pub. Con. Code, section 22002(d) and Title 8 Cal. Code of Regs. section 16000, which states in relevant part: (1) Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired. (2) Carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures. .

(Q) PIGGYBACK PURCHASING - Wherein the city utilizes another agency or jurisdiction's solicitation results, but enters into a separate contract or issues a separate purchase order with the vendor.

(R) PRINCIPAL BUSINESS OFFICE - The place where the principal officers or owners generally transact business, where reports are prepared, from which orders and payments are made, and where the business represents to government authorities as its principal office or principal place of business.

(S) PROFESSIONAL SERVICES - All services performed by persons or firms in a professional occupation, including, but not limited to, consulting and performance services for accounting, financial, economic, auditing, redevelopment, engineering, architectural, landscape architectural, planning, environmental, land surveying, construction project management, personnel, social services, animal control, lobbying, grant-writing, legal, management, communication and other similar professional functions.

(T) PURCHASE CHANGE ORDER – A legally binding document used to make changes to a purchase order.

(U) PURCHASE ORDER – A purchase transaction document that contains terms and conditions set forth by the City and issued by the City to a Vendor or Contractor for types, and quantities of goods and equipment at agreed upon prices.

(V) PURCHASING AGENT - An employee whose responsibility it is to procure all supplies, equipment, public projects and services for the city, or that employee's designee(s) in accordance with this Chapter.

(W) PURCHASING MANUAL - The purchasing policies and procedures manual for the purpose of implementation of this chapter, as drafted and amended by the purchasing agent.

(X) SMALL LOCAL BUSINESS - A business entity located within the city's geographic boundaries, has average annual gross receipts of \$20,000,000 or less, and employs fewer than 100 employees.

(Y) SOLE SOURCE AGREEMENT – A circumstance where it has been determined that only one vendor or service provider is capable of providing an item or service, and based on that determination it is not possible to obtain competitive bids or proposals.

(Z) SOLICITATION – The process and procedure under which the purchasing agent determines the competitive method to procure all goods, supplies, equipment, public projects and services of any kind.

(AA) TASK ORDER – A work order request issued pursuant to an On-Call Agreement for the performance of certain tasks that sets forth the scope of work and compensation that may be negotiated between the parties.

SEC. 4-3. CONTRACTING AUTHORITY

(A) The City Manager or their designee may award and the purchasing agent may execute any contract or purchase order up to an aggregate value of \$220,000. This authority includes contracts involving real property, lease and license agreements that do not exceed three years in

term, and exempted transactions in Section 4-7 subparagraph (B), subdivisions (1) through (20). The City Manager may delegate his contracting authority to a designated representative(s) by written authorization with a copy of such authorization to the Purchasing Agent.

(B) Any contract or purchase order over \$220,000.00, or real property lease and license agreements over \$220,000 or three years in term, or public projects over \$220,000 shall be awarded by the City Council and executed by the Mayor, or in his absence the Mayor Pro Tem.

(C) The City Council may delegate its signatory authority to the City Manager for contracts, agreements or purchase orders with an aggregate value greater than \$220,000 by Motion or other action taken by City Council.

(D) A purchase order or contract for legal services or services relating to legal matters is not subject to the solicitation requirements of this Chapter and may be awarded and executed by the city attorney, up to an aggregate value of \$220,000.00, or may be awarded and executed jointly by the City Attorney and the most senior available member of the City Council if over that amount.

(E) A purchase order or contract relating to a confidential, ongoing police investigation or other confidential police business is not subject to the solicitation requirements of this Chapter and may be awarded and executed jointly by the Police Chief and City Manager up to an aggregate value of \$220,000.00, or may be awarded and executed jointly by the City Manager and the most senior available member of the City Council if over that amount.

(F) Only city staff authorized by the City Manager may use city-issued credit cards to pay for supplies and equipment purchased for the city and for city-related training and travel. The purchasing agent shall develop and maintain a procurement card manual for the issuance, oversight, and use of such credit cards.

SEC. 4-4. ALLOWABLE PURCHASING METHODS

(A) Request for Bids (RFB) is a request to vendors to submit an offer or quote for specific defined goods or services.

(B) Request for Proposals (RFP) is a request to vendors to submit a proposal for goods or services for which the exact specifications or methodology of providing the goods or services is not defined. The RFP allows for consideration of a series of factors in determining the vendor's qualifications and ability to perform. RFP shall be evaluated using the Best Value Method.

(C) Request for Qualifications (RFQ) is a request for a statement of qualifications for a certain class of vendors or consultants. RFQs can be used to develop multiple awards or On-Call Agreements.

(D) Additional Purchasing Methods

(1) Cooperative Agreements as defined in Sec. 4-2(D) of this Article.

(2) Piggyback Agreements as defined in Sec. 4-2(Q) of this Article.

(3) Sole Source Agreements as defined in Sec. 4-2(Y) of this Article.

(4) Purchase Orders as defined in Sec. 4-2(U) of this Article.

(5) Emergency Contracting / Purchases or Procurement as defined in Sec. 4-2(G) of this Article and pursuant to the procedures set forth in Article II Sec 4-30; Article III Sec 4-41 (B); and Article IV Sec 4-51(B).

(6) Urgency or Immediate Need as defined in Sec. 4-41(A)(1) and (2), and 4-51(A)(1) and (2), and pursuant to the procedures set forth in Article III Sec 4-41 (B) and Article IV Sec 4-51(B).

SEC. 4-5. PURCHASING AGENT.

(A) Except as otherwise ordered by city council, the purchasing agent shall provide the services stated in this chapter on behalf of all city departments. In the performance of his/her duties, the purchasing agent shall comply with applicable law and city council orders, including limitations on purchasing procedures. The Purchasing Agent may:

(1) Prepare and issue all solicitations.

(2) Issue all city purchase orders and execute all city contracts subject to this chapter, in accordance with procedures prescribed by this chapter.

(3) Execute approved amendments for all city contracts and purchase orders for goods, supplies, equipment, general or professional services, information technology services or other transactions that are not public projects in any way, including, but not limited to, amendments to contract terms, aggregate value, changing a vendor, contractor or consultant's legal name, or authorizing higher costs and rates.

(4) Negotiate and recommend award of contracts for the purchase of goods, supplies, equipment, general or professional services, information technology services or other transactions that are not public projects.

(5) Act to procure for the city the needed quality in goods, supplies, equipment, general or professional services, information technology services or other transactions that are not public projects at the best value to the city.

(6) Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases.

(7) Prepare and maintain for the city manager all city purchasing policies and procedures including, but not limited to; the purchasing manual, procurement card manual, and recommend revisions to both of these documents for final approval by the City's Chief Financial Officer.

(8) Keep informed of current developments in the field of purchasing, prices, market conditions and new products.

(9) Maintain such forms as reasonably necessary for the operation of this chapter and other rules and regulations.

(10) Recommend to the city manager the transfer of surplus or unused supplies and equipment between departments as needed, and the sale of all supplies and equipment that cannot be used by any department or that have become unsuitable for city use.

(11) Use cooperative and piggyback purchasing methods where it is determined to be in the best interest of the city,

(12) Recommend award of and execute a negotiated contract, subject to a department director or city manager's approval, when the purchasing agent determines that obtaining bids, quotations and proposals is not in the city's best interest.

(13) Designate a representative from the Public Works Department to develop and maintain a list of contractors, vendors and professionals identified according to categories of work.

(14) The Purchasing Agent may terminate any purchase order or contract with approval as to form by the City Attorney pursuant to sec. 4-11.

(15) The Purchasing Agent may sell, trade or otherwise dispose of supplies and equipment that are no longer used or have become obsolete or worn out, including awarding and executing contracts to sell, trade in or otherwise dispose of such supplies and equipment pursuant to sec. 4-54.

SEC. 4-6. CONFLICT

(A) The provisions of this Chapter shall not apply to the extent that they conflict, and shall be interpreted and construed to be consistent, with any applicable State or federal laws or regulations, or the terms and conditions of any grant, contract, gift or bequest otherwise consistent with law.

(B) Any evaluation or selection practice under this chapter that would result in unlawful activity, including, but not limited to, any rebate, kickback or unlawful consideration is expressly prohibited. Any award of a contract where a public official has used their official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a financial interest in any person or entity who seeks such a contract, or in the outcome of the selection process in any way, is expressly prohibited.

(C) Prior to participating in any solicitation or purchase, a staff member will have to state the nature and length of their relationship, if any, to all bidders or proposers as well as any other personal interest in the outcome of the solicitation to the purchasing agent. The staff member must immediately notify the purchasing agent and not review any materials or attend any meetings regarding the solicitation or purchase until further instruction from the purchasing agent.

SEC. 4-7. EXEMPTIONS TO SOLICITATION REQUIREMENTS

(A) Certain types of non-discretionary purchases and payments that are not readily adaptable to the open market and competitive selection process are exempt from the city's formal and informal solicitation requirements, except where otherwise required by federal law or by reason of the source of funding for the project.

(B) The following transactions are exempted from the solicitation requirements of this chapter:

- (1) Bank service fees.
- (2) Government printed publications.
- (3) Travel payments directly to a hotel, motel, airline or other transportation.
- (4) Insurance.
- (5) Memberships in professional organizations.
- (6) Credit card payments to a bank.
- (7) Contracts with other governmental entities.
- (8) Permit fees, including, but not limited to, those to another governmental agency for operation of a city utility.
- (9) Postage and United States Postal Service post office box fees (not private mail companies).
- (10) Real property purchases, escrow fees and lease payments.
- (11) Subscriptions to publications.
- (12) Any utilities the city uses, including, but not limited to, payments for electricity, water or gas.
- (13) Voting materials.
- (14) Any other purchase exempted from bids or proposals in State or Federal law.
- (15) Legal brief printing and transcription.
- (16) Legal services and services relating to legal matters.
- (17) Services relating to a confidential, ongoing police investigation and to other confidential police business.
- (18) State, Federal, Local, Tribunal, Regulatory taxes and fees.

Sec. 4-8. AWARD TO MULTIPLE VENDORS

(A) At the discretion of the Purchasing Agent, a single informal or formal solicitation for goods, supplies, equipment, and service contracts, not including contracts for public projects subject to Article II of this Chapter, may be issued in order to award purchase orders, contracts, or on-call agreements to multiple vendors or service providers when the purchasing agent determines it is in the best interest of the city to do so.

(B) The City Council, or City Manager or Purchasing Agent may award a purchase order, contract, or on-call agreement through a single informal or formal solicitation for goods, supplies, equipment or service contracts, except for public projects subject to Article II of this Chapter, to multiple vendors or service providers, when the Best Value Criteria are satisfied, or

on the basis of lowest bidder when a maximum unit price is established and all vendors comply with the established unit price.

(1) When a solicitation is awarded to more than one vendor or service provider for the same or similar products or service, a multiple awarded solicitation schedule may be set up to determine how each vendor or service provider will be selected and provide information of product type/brand and vendor who is providing the product or service.

Sec. 4-9. ON-CALL AGREEMENTS

(A) An On-Call Agreement is a formally or informally solicited agreement between the city and a service provider, which specifies a certain category of work, rather than a specific project or service, and the city will prepare a Task Order in which specified services will be performed by a service provider for a negotiated price.

(B) On-Call Agreements may be awarded to multiple service providers pursuant to a single solicitation for a specific category of work or service.

(C) On-Call Agreements shall not be used to procure Tier II or III Public Works Contracts, subject to Article II of this chapter.

(D) When an On-Call Agreement is awarded to multiple service providers for a specific category of work or service, the city will prepare a Task Order and notify each service provider of the Task Order and request a price or proposal from each service provider after which the city shall award the Task Order to the service provider that offers the lowest price or best value.

(E) An On-Call Agreement may be issued to a single service provider pursuant to a single solicitation.

(F) No Task Orders shall be issued in excess of \$100,000.00.

(G) Task Orders issued for professional services subject to Article III and related to a Capital Improvement Project shall not exceed \$220,000.00.

SEC. 4-10. NO OBLIGATION TO CONTRACT.

Nothing in this chapter shall require the city to authorize any purchase order or enter into any contract with any person or firm.

SEC. 4-11. APPROVAL AS TO FORM.

All purchase orders, contracts, amendments, change orders and other agreements as well as terminations shall be approved as to form by the city attorney.

SEC. 4-12. BUSINESS LICENSE

All Contractors, Service Providers, Vendors, or other person or entity doing business with the city pursuant this chapter must comply with Article I, Division 1 Section 11-4 in Chapter 11 of the City Code regarding city issued business tax certificates.

SEC. 4-13. INSURANCE REQUIRED

All contracts, purchase orders or other transactions entered into pursuant to this Chapter shall be in conformance with the City's insurance requirements as determined by the city's Risk Manager.

SEC. 4-14. PROHIBITION AGAINST SPLITTING PROJECTS, PURCHASES, AND NON-COMPLIANCE WITH PURCHASING GUIDELINES.

(A) The city, including all city staff, shall not split any project, work, service or purchase into small projects, works, services or purchases for the purpose of avoiding any competitive solicitation, bidding, contracting, or approval requirements stated in this Chapter and as required by the Public Contract Code governing Public Projects.

(B) Every person who knowingly violates this Chapter and or the purchasing guidelines for the purpose of evading the competitive solicitation and bidding requirements outlined in this chapter is guilty of a misdemeanor.

SEC. 4-15. AUTHORITY TO EXERCISE DISCRETIONARY APPROVAL OF DESIGNS FOR PUBLIC WORKS AND PUBLIC IMPROVEMENT PROJECTS.

(A) The City Council herein delegates the authority to exercise discretionary approval of designs, including design amendments and addenda for all public works and public improvement projects, including those prepared by consultants retained by the city, to the Public Works Director, City Engineer and Community Development Director or their designees, all of which shall hold a valid California Professional Engineer License.

(B) The approval of the Public Works Director, City Engineer and Community Development Director or their designees, of a design prepared by a consultant retained by the city to prepare any design is limited to an acceptance and approval of the design as being in general conformance with applicable statutes, codes, standards, and guidelines for the purpose of Government Code section 830.6, and otherwise, the responsibility and liability for completeness, accuracy, and conformance of any design prepared by a consultant will continue to resident with the Engineer of Record or Engineering Firm of record that prepared that design.

ARTICLE II. PUBLIC PROJECTS

SEC. 4-16. UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT.

The city council, pursuant to Resolution No, 10695, passed in 1994, elected to subject the city to the Uniform Public Construction Cost Accounting Act (Cal. Pub. Con. Code, sections 22000 et seq.) in the performance of public projects. The procedures contained in this chapter are intended to implement and be consistent with such Act.

SEC. 4-17. PUBLIC PROJECTS

(A) "Public project" means any of the following:

(1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, installation, and repair work involving any publicly owned, leased, or operated facility.

(2) Painting or repainting of any publicly owned, leased, or operated facility.

(3) In the case of a publicly owned utility system, “public project” shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

(B) “Public project” does not include maintenance work. For purposes of this section, “maintenance work” includes the items identified in Sec. 4-2(P) and all of the following:

(1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

(2) Minor repainting.

(3) Resurfacing of streets and highways at less than one inch.

(4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

(5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

(C) For purposes of this Article, “facility” means any plant, building, structure, ground facility, utility system, subject to the limitation found in paragraph (A) of subdivision (3), real property, streets and highways, or other public work improvement.

SEC. 4-18. INFORMAL BIDDING PROCEDURE

(A) Public Projects over \$75,000, but less than \$220,000.00 shall be let to contract by informal bidding procedures as set forth in Section 22034, et seq., of the Pub. Con. Code.

(B) A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Pub. Con. Code and criteria promulgated from time to time by the California Public Construction Cost Accounting Commission.

(C) Notice Inviting Informal Bids.

(1) Where a public project is to be performed which is subject to the provisions of this Section, a notice inviting informal bids shall be mailed to all contractors for the category of work to be bid, as shown on the list developed by the designated representative of the purchasing agent, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22035 of the Pub. Con. Code. Additional contractors and or construction trade journals may be notified at the discretion of the designated representative of the purchasing agent soliciting bids, provided however:

(i) If there is no list of qualified contractors maintained by the designated representative of the purchasing agent for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.

(ii) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

(D) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

(E) The authority to award informal contracts is pursuant to the City Manager's authority or his delegation of authority as stated in Section 4-3(A).

(F) If all bids received are in excess of \$220,000, the City Council may, by adoption of a resolution by a four-fifths vote, award the contract, at \$235,000 or less, to the lowest responsible bidder, if it determines the cost estimate of the public works department was reasonable.

SEC. 4-19. FORMAL BIDDING PROCEDURE

(A) Public Projects over \$220,000.00 shall be let to contract by formal bidding procedures as set forth in Section 22037, et seq., of the Pub. Con. Code.

(B) Notice inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project.

(C) The Notice shall be published at least 14 calendar days before the date of opening the bids.

(D) The Notice shall be published in a newspaper of general circulation, printed and published in the jurisdiction of the public agency;

(1) if there is no newspaper printed and published within the jurisdiction of the public agency, in a newspaper of general circulation which is circulated within the jurisdiction of the public agency;

(2) if there is no newspaper that is circulated within the jurisdiction of the public agency, publication shall be by posting the notice in at least three places within the jurisdiction of the public agency as have been designated by ordinance or regulation of the public agency as places for the posting of its notices.

(E) The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified in Pub. Con. Code section 22037.

(F) The notice shall be sent at least 15 calendar days before the date of opening the bids. In addition to notice required by this section, the public agency may give such other notice as it deems proper.

(G) The authority to award formal contracts is pursuant to the City Council's authority or delegation of authority as stated in section 4-3(B) and (C)

SEC. 4-20. TIER 1 PUBLIC PROJECTS

(A) A public project valued at or less than \$75,000, pursuant to Cal. Pub. Con. Code, section 22032(a), as may be changed from time to time, may be performed by force account, by negotiated contract, or by purchase order.

(B) The public works director or city manager may each award, and the purchasing agent may execute, such a contract.

(C) All Tier 1 public projects shall be listed on the city's e-procurement website and notice of these projects shall be sent to the city's list of qualified contractors, established pursuant to Sec. 4-18(B), in addition to any other contractors that the City may send notice to and in the event of multiple responses from contractors to Tier 1 public projects, the project shall be awarded to the contractor that is responsive and responsible and offering the lowest price.

SEC. 4-21. TIER 2 PUBLIC PROJECTS

(A) A public project valued at or between \$75,000 to \$220,000, pursuant to Cal. Pub. Con. Code, section 22032(b), as may be changed from time to time, shall be bid out using the informal bidding procedures contained in section 4-18 of this Article.

(B) The public works director may award Tier 2 public project contracts up to \$100,000; the city manager may award, and the purchasing agent may execute, any Tier 2 public project contract.

(C) In accordance with section 4-18 (F) of this Article, in the event that all bids are in excess of \$220,000, the City Council may award the public project contract at \$235,000 or less to the lowest responsible bidder if it determines the cost estimate of the public works department was reasonable.

(D) All Tier 2 public projects shall be let to the lowest responsive and responsible bidder.

SEC. 4-22. TIER 3 PUBLIC PROJECTS

(A) A public project valued at or in excess of \$220,000, pursuant to Cal. Pub. Con. Code, section 22032(c), as may be changed from time to time, shall let to contract using the following formal bidding procedures contained in section 4-19 of this Article

(B) The city engineer shall adopt plans, specifications and working details for all Tier 3 public projects.

(C) The City Council may award Tier 3 public projects, and authorize the mayor to execute any Tier 3 public project contract.

(D) All Tier 3 public projects shall be let to the lowest responsive and responsible bidder.

SEC. 4-23. WAIVER OF IRREGULARITIES

When it is in the best interests of the city to do so, the Purchasing Agent or their designee shall have the discretion to waive any minor irregularities in any bid process described in this article.

SEC. 4-24. REJECTING ALL BIDS

The Purchasing Agent or their designee may after the first request for bids reject all bids.

SEC. 4-25. BONDS

In awarding a contract involving an expenditure in excess of \$25,000, as stated in Cal. Civil Code, section 9550, the city shall require both faithful performance and payment bonds, each in the amount of 100 percent of the contract price, as required by Cal. Civil Code, section 9554. Such bonds shall be issued by an admitted surety insurer.

SEC. 4-26. PUBLIC PROJECT CONTRACTS & PREVAILING WAGE

Any public project subject to this Article, and valued over \$1,000.00, as required by to Cal. Labor Code, section 1771, shall be made by contract and subject to the general prevailing wage rate as set forth by the Department of Industrial Relations.

SEC. 4-27. CHANGE ORDERS

The Public Works Director may approve and execute any change order issued on a public project that is approved as to form by the City Attorney and does not exceed the aggregate value of the project and contingency contract amount for Tier 1, 2 and 3 public projects. Any change order that exceeds the Public Works Director's authority described herein or increases the aggregate value of the project and contingency shall require City Manager or City Council approval.

SEC. 4-28. BRAND OR TRADE NAMES

(A) In accordance with Pub. Con. Code section 3400, the city, for all public projects subject to this Article, shall not draft or cause to be drafted specifications for bids, in connection with the construction, alteration, or repair of public works that limit the bidding, directly or indirectly, to any one specific concern, or call for a designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service.

(B) The city shall, if aware of an equal product, name that product in the specification.

(1) The Specification shall provide a period of time prior to or after, or prior to and after, the award of the contract for submission of data substantiating a request for a substitution of "an equal" item.

(2) If no time period is specified, data may be submitted any time within 35 days after the award of the contract.

(C) Subdivision (B) is not applicable if the awarding authority, or its designee, makes a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:

(1) In order that a field test or experiment may be made to determine the product's suitability for future use.

(2) In order to match other products in use on a particular public improvement either completed or in the course of completion.

(3) In order to obtain a necessary item that is only available from one source.

(4) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals.

(5) In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.

SEC. 4-29. NO BIDS RECEIVED

If no bids are received through the formal or informal bidding procedure, the project may be performed by force account, or negotiated contract without further complying with this Article.

SEC. 4-30. EMERGENCIES

(A) In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the city, by contractor, or by a combination of the two.

(B) In case of an emergency, if notice for bids to let contracts will not be given, the public agency shall comply with the requirements in Pub. Con. Code section 22050 as follows:

(1) In the case of an emergency, the City Council, pursuant to a four-fifths vote of its members, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

(2) Before the City Council takes any action pursuant to subparagraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

(3) If the City Council orders any action specified in subparagraph (1) the City Council shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

(4) The City Council, by a four-fifths vote, herein has delegated authority to the City Manager or in his absence the Public Works Director to order any action pursuant to subparagraph (1).

(5) If the City Manager or Public Works Director orders any action specified in subparagraph (1), that person shall report to the governing body, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

(6) If the City Manager or Public Works Director orders any action specified in subparagraph (1), the City Council shall initially review the emergency action not later than

seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless the City Manager or Public Works Director has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision.

(7) When the governing body reviews the emergency action pursuant to subparagraph (3) or (5), it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

SEC. 4-31. DESIGN BUILD PROJECTS

(A) The City Council, pursuant to Resolution No. 15749, passed in October 2023, authorized the city to procure design-build projects for construction of building or buildings, and improvements directly related to the construction of a building or buildings, wastewater facilities, solid waste management facilities, water recycling facilities, transit facilities, and park and recreational facilities, in excess of one million dollars (\$1,000,000.00), in conformance with Public Contract Code sections 22160 through 22169, and adopted a Design-Build Conflict of Interest Policy that is applicable to all design-build entities. The procedures contained in this section are intended to implement and be consistent with the Public Contract Code.

(B) Procurement Process for Design-Build Projects.

(1) The city shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include any information deemed necessary to describe adequately the City's needs for the project. The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

(2) The city shall prepare and issue a request for qualifications in order to prequalify the design-build entities whose proposals shall be evaluated for final selection. The criteria used to prequalify entities shall be those requirements as stated in Public Contract Code section 22164 subparagraph (b) subsections (1) through (4) inclusive; and subparagraph (c) subsections (1) through (3) inclusive.

(3) The city shall prepare a request for proposals, based on the documents set forth in section (B)(1) above, that invites prequalified design-build entities to submit competitive sealed proposals in the manner prescribed by the City in accordance with Public Contract Code section 22164 subparagraphs (d) through (f) inclusive. The request for proposals shall include at a minimum:

(i) Identification of the basic scope and needs of the project or contract, the estimated cost of the project, the methodology that will be used by the local agency to evaluate proposals, whether the contract will be awarded on the basis of low bid or best value, and any other information deemed necessary by the City to inform interested parties of the contracting opportunity.

(ii) Significant factors that the city reasonably expects to consider in evaluating proposals, including, but not limited to, cost or price and all non price-related factors.

(iii) The relative importance or the weight assigned to each of the factors identified in the request for proposals.

(iv) Where a best value selection method is used, the local agency may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, and include in the proposal the applicable procedures to be followed by the City to ensure discussions and negotiations are conducted in good faith.

(4) If the City utilizes low bid as the final selection method, the competitive bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and awards shall be made to the design-build entity that is the lowest responsible bidder.

(5) For those projects utilizing best value as a selection method, the design-build competition shall progress as follows:

(i) Competitive proposals shall be evaluated by using only the criteria and selection procedures specifically identified in the request for proposals. The following are the minimum factors, to be included in the evaluation by the city:

(ii) Price, unless a stipulated sum is specified.

(iii) Technical design and construction expertise.

(iv) Life-cycle costs over 15 or more years.

(v) Pursuant to (B)(3)(iv) above, the city may hold discussions or negotiations with responsive proposers using the process articulated in the city's request for proposals.

(6) When the evaluation is complete, the responsive proposers shall be ranked based on a determination of value provided, provided that no more than three proposers are required to be ranked.

(7) The award of the contract shall be made to the responsible design-build entity whose proposal is determined by the city to have offered the best value to the public.

(C) The Design-Build Entity that is awarded the contract shall provide payment and performance bonds in the amount required by the city as stated in the solicitation.

(D) The Design-Build Entity that is awarded the contract shall comply with the city's insurance requirements and shall have errors and omissions insurance coverage for the design elements of the project.

ARTICLE III. CONTRACTING FOR PROFESSIONAL SERVICES

SEC. 4-32. APPLICABILITY

This article shall apply to contracting for professional services for the purposes of procuring services of accountants, architects, engineers and other professionals.

SEC. 4-33. REQUIREMENTS FOR SOLICITATION AND CONTRACTS

(A) The purchasing agent shall determine when formal and informal solicitations should be dispensed with in the following instances: (1) when professional services can be obtained from only one source; (2) or when the purchasing agent determines that obtaining solicitations responses is not in the city's best interest.

(B) Professional services for any amount shall be made only by contract and awarded on the basis of the Best Value Criteria.

(C) Solicitations for architectural, landscape architecture, engineering, environmental and land surveying, and construction project management, and environmental services shall be awarded in accordance with Government Code section 4526, which requires selection of a Professional based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required to complete the project.

SEC. 4-34. INFORMAL SOLICITATION PROCESS

(A) The Purchasing Agent or Designee shall perform an Informal Solicitation as defined in 4-2(K) for professional services up to \$100,000.

SEC. 4-35. FORMAL SOLICITATION PROCESS

The Purchasing Agent shall perform Formal Solicitations as defined in section 4-2(I) for the purchases of professional services over \$100,000.

SEC. 4-36. SOLICITATION PROCESS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENTS RELATED TO A CAPITAL IMPROVEMENT PROJECT

(A) All On-Call Agreements shall be subject to the formal solicitation process as defined in section 4-2(I).

(B) The formal solicitation process shall be utilized to request general proposals for professional services for specific categories of work as described in the city's solicitation. The proposals shall be used to evaluate qualified professionals who will be eligible to respond to a city issued Task Order. Task orders shall not exceed \$220,000.00.

SEC. 4-37. PUBLICATION

Notice inviting formal solicitation responses shall be published on an e-procurement platform or purchasing website, and/or by any other method of advertising that is recognized and accepted for public agency purchasing and is consistent with applicable State law. The purchasing agent shall encourage as wide a response as possible from prospective proposers when they determine this to be in the best interests of the city.

SEC. 4-38. NO RESPONSIVE SOLICITATIONS

When no responsive solicitation responses are received, the purchasing agent is authorized to negotiate a contract for professional services, and if the contract is for an amount over the City Manager's contract authorization in Sec. 4-3 of this Chapter, then this contract shall be presented to the City Council for approval and execution by the Mayor or in their absence the Mayor Pro Tem.

SEC. 4-39. RECEIPT OR REJECTION OF SOLICITATION

(A) The Purchasing Agent may accept a solicitation response on the basis of the best value criteria as stated in the Request for Solicitation.

(B) The purchasing agent may at any time reject all solicitation responses.

SEC. 4-40. PURCHASE CHANGE ORDERS & AMENDMENTS

The city manager or their designee may approve, and the purchasing agent may execute, any purchase change order to a purchase order or an amendment to a contract that does not change the aggregate value of the contract, the solicited scope of work, or exceeds the contracting authority as stated in Sec. 4-3 of this Chapter.

SEC. 4-41. EMERGENCY, URGENCY & IMMEDIATE NEED

(A) Sections 4-33 through 4-39 shall not apply in an emergency situation as defined in section 4-2(G)(1) or for situations in the city manager's discretion that meet the following conditions:

(1) Does not permit obtaining solicitation responses; and

(2) Public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property, or to mitigate severe economic expenses.

(B) The following procedure for emergency, urgency or immediate need items shall apply to this article only:

(1) If there is an emergent situation or urgent situation or immediate need that arises, and in the discretion of the City Manager, to enter into a purchase order, contract, amendment, change order, lease or license, that otherwise would be submitted to the city council may be approved jointly by the City Manager and Mayor, Mayor Pro Tem or the next available member of the City Council, and executed by the Purchasing Agent.

(2) The city manager shall place the jointly executed document on the agenda for ratification at one of the next three regular city council meetings. Any document that is jointly approved in this way shall contain a provision that the authority to perform work under that document will automatically terminate on the date that ratification is denied, if it is.

ARTICLE IV. PURCHASING & CONTRACTING FOR GOODS, SUPPLIES, EQUIPMENT, MAINTENANCE, GENERAL SERVICES, AND INFORMATION TECHNOLOGY SERVICES

SEC. 4-42. APPLICABILITY

This article shall apply to contracting for goods, supplies, equipment, general services, information technology services or other transactions that are not public projects as defined in and subject to Article II of this Chapter.

SEC. 4-43. REQUIREMENTS FOR SOLICITATIONS, CONTRACTS AND PURCHASE ORDERS

(A) The purchasing agent shall determine when formal and informal solicitations should be dispensed with in the following instances:

(1) When the goods, supplies, equipment, general services, or information technology services can be obtained from only one source; or

(2) Or when the purchasing agent determines that obtaining solicitations responses is not in the city's best interest.

(B) The City Manager or his designees may procure goods, supplies, and equipment with an aggregate value that does not exceed \$5,000, without following the solicitation requirements of this Article for such purchases. These are considered small purchases.

(1) Any designee of the City Manager shall not make a series of small purchases with a single vendor for the same goods, supplies and equipment that would result in a violation of the City's informal or formal solicitation requirements.

(2) It is the responsibility of the designee to ensure they do not violate the City's purchasing requirements.

(C) Any goods, supplies, or equipment over \$5,000 in aggregate value shall be made only by a purchase order or contract.

(D) Every purchase order or contract shall be awarded either to the lowest responsive, responsible bidder, or to the proposer offering the best value. The method of award shall be determined by the Purchasing Agent and be included in the Request for Solicitation.

(E) The City Manager or their designee may award, and the purchasing agent may execute, any contract or purchase order within their contracting authority as stated in section 4-3 of this Chapter.

(G) Information Technology services for any amount shall be made only by contract or information technology equipment may be made by contract or purchase order.

SEC. 4-44. SERVICE CONTRACTS SUBJECT TO PREVAILING WAGES

Service Contracts subject to this Article, and valued over \$1,000.00, as required by to Cal. Labor Code, section 1771, shall be made by contract or purchase order and subject to the general prevailing wage rate as set forth by the Department of Industrial Relations.

SEC. 4-45. INFORMAL SOLICITATION PROCESS

(A) The Purchasing Agent or Designee shall perform an Informal Solicitation as defined in section 4-2(K) for the purchase of goods, supplies, equipment, general services, professional services, information technology services or other transactions up to \$100,000.

SEC. 4-46. FORMAL SOLICITATION PROCESS

The Purchasing Agent shall perform Formal Solicitations as defined in section 4-2(I) for the purchases of goods, supplies, equipment, general services, professional services, information technology services or other transactions over \$100,000.

SEC. 4-47. PUBLICATION

Notice inviting formal solicitation responses shall be published on an e-procurement platform or purchasing website, and/or by any other method of advertising that is recognized and accepted for public agency purchasing and is consistent with applicable State law. The purchasing agent shall encourage as wide a response as possible from prospective vendors when they determine this to be in the best interests of the city.

SEC. 4-48. NO RESPONSIVE SOLICITATIONS

When no responsive solicitation responses are received, the purchasing agent is authorized to negotiate for a contract or purchase order for goods, supplies, equipment, general services, professional services, information technology services or other transactions, and if the contract is for an amount over the City Manager's contract authorization in Sec. 4-3 of this Chapter, then this contract shall be presented to the City Council for approval and execution by the mayor or in their absence the Mayor Pro Tem.

SEC. 4-49. RECEIPT OR REJECTION OF SOLICITATION

(A) The Purchasing Agent may accept a solicitation response on the basis of the lowest responsive, responsible proposer, or the best value criteria, whichever is stated in the Request for Solicitation.

(B) If two or more Solicitation responses received are for the same total amount or unit price, the city may accept the one it chooses on the basis of the lowest responsive, responsible proposer made by negotiation or the best value.

(C) The purchasing agent may at any time reject all solicitation responses.

SEC. 4-50. PURCHASE CHANGE ORDERS & AMENDMENTS

The City Manager or their designee may approve, and the purchasing agent may execute, any purchase change order to a purchase order or an amendment to a contract that does not change the aggregate value of the contract or purchase order, the solicited scope of work or exceeds the contracting authority as stated in Sec. 4-3 of this Chapter.

SEC. 4-51. EMERGENCY, URGENCY & IMMEDIATE NEED

(A) Sections 4-33 through 4-39 shall not apply in an emergency situation as defined in section 4-2(G)(1) or for situations in the City Manager's discretion that meet the following conditions:

(1) Does not permit obtaining solicitation responses; and

(2) Public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property, or to mitigate severe economic expenses.

(B) The following procedure for emergency, urgency or immediate need items shall apply to this article only:

(1) If there is an emergent situation or urgent situation or immediate need that arises, and in the discretion of the City Manager, to enter into a purchase order, contract, amendment, change order, lease or license, that otherwise would be submitted to the city council may be

approved jointly by the City Manager and Mayor, Mayor Pro Tem or the next available member of the city council, and executed by the Purchasing Agent.

(2) The City Manager shall place the jointly executed document on the agenda for ratification at one of the next three regular city council meetings. Any document that is jointly approved in this way shall contain a provision that the authority to perform work under that document will automatically terminate on the date that ratification is denied, if it is.

ARTICLE V. ADDITIONAL PURCHASING AND CONTRACT PROCEDURES

SEC. 4-52. SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM

(A) The City of Oxnard herein establishes a local preference program for the purpose of promoting economic development by supporting employment and business opportunities within the City.

(B) The local preference program is not applicable to public works projects subject to Article II of this Chapter; professional services subject to Article III of this Chapter; and projects funded with state or federal grants.

(C) A small local business shall mean, in addition to the definition in Article I Sec. 4-2(X), a business that has its headquarters or a branch office within City limits, and the headquarters or branch office was established prior to the city's request for bids for a particular procurement. The business must possess a current City business license and certificate of occupancy. P.O. Boxes do not qualify as a valid business location.

(D) When soliciting or contracting for goods and services subject to Article IV of this Chapter, the Purchasing Agent may give a preference to a small local business, that properly responds to a City solicitation, a not to exceed amount of Five (5%) Percent of the small local business' total net bid price or \$5,000.00 dollars, whichever is lower.

SEC. 4-53. ELECTRONIC AND DIGITAL SIGNATURES

(A) This section is intended to enable the city to use electronic records, electronic signatures, and digital signatures to the fullest extent allowed by law. All use of electronic records, electronic signatures, and digital signatures by the city shall further be in accordance with the written policies and/or administrative regulations promulgated and amended from time to time by the city manager or his/her designee.

(B) Definitions.

- (1) "Contract" has the same meaning as in Section 1633.2 of the Cal. Civ. Code.
- (2) "Digital signature" has the same meaning as in Section 16.5 of the Cal. Govt. Code.
- (3) "Electronic" has the same meaning as in Section 1633.2 of the Cal. Civ. Code.
- (4) "Electronic record" has the same meaning as in Section 1633.2 of the Cal. Civ. Code.
- (5) "Electronic signature" has the same meaning as in Section 1633.2 of the Cal. Civ. Code. For purposes of this chapter, a "digital signature" is a type of electronic signature.

(6) "Transaction" has the same meaning as in Section 1633.2 of the Cal. Civ. Code.

(7) "UETA" means the Uniform Electronic Transactions Act, commencing at Section 1633.1 of the Cal. Civ. Code.

(C) In any contract or transaction with the City for which the parties have agreed to conduct the contract or transaction by electronic means, the following provisions apply:

(1) When a record is required to be in writing, an electronic record satisfies that requirement, if it is in accordance with the UETA.

(2) When a signature is required, the parties may agree that either:

(A) An electronic signature satisfies that requirement, if it is in accordance with the UETA; or

(B) A digital signature satisfies that requirement, if it is in accordance with Section 16.5 of the Cal. Govt. Code.

(D) The city manager or his/her designee shall determine the following:

(1) Types of documents for which the city may use and accept electronic signatures or digital signatures;

(2) Acceptable technologies and vendors under this section for digital and electronic signatures that ensure the security and integrity of any data and signatures' and

(3) Promulgate an administrative policy regarding subsections (1) and (2) of this subparagraph.

SEC. 4-54. SALE AND DISPOSAL OF UNEEDED EQUIPMENT AND PROPERTY OF THE CITY

(A) Except as otherwise provided by State Law or City Ordinance, the Purchasing Agent may dispose of the City's personal property that can no longer be used by the City by either public or private sale or destroying / recycling the same, without notice or competitive bidding, at the Purchasing Agent's discretion and upon such terms as the Purchasing Agent determines are best for the City, provided that any single item of property involved does not exceed \$500.00 in current market value or salvage value.

(B) In the event that any single item(s) of property to be sold or disposed of exceeds \$500.00 in current market value or salvage value, the Purchasing Agent shall prepare a list of the item(s) to be sold or disposed of and present it to City Council for authorization to sell, rent or destroy/recycle the items that can no longer be used by the City.

SEC. 4-55. LIVING WAGE [RESERVED]"

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Part 4. The provisions of this ordinance shall be applicable to all city purchases and contracts once it is in effect. Ordinance Nos. 2943 and 3016, as well as any resolutions pertaining to the purchasing system implemented pursuant to ordinances 2943 and 3016 are repealed by this ordinance upon this ordinance's effective date.

Part 5. If any term or portion of this ordinance is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect. Where that is the case, the City Council intends that the provisions of Ordinance Nos. 2943 and 3016 that would have been repealed by this ordinance shall remain in effect as if this ordinance had not been adopted.

Part 6. The City Council finds that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment. The Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of Title 14 of the California Code of Regulations.

Part 7. Pursuant to Government Code section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of the ordinance.

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Part 8. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code section 36933. Ordinance No. 3053 was first read on March 18, 2025, finally adopted on April 15, 2025 to become effective on thirty (30) days thereafter.

APPROVED AND ADOPTED this _____ day of April, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. L.1

DATE: April 15, 2025

TO: City Council

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

SUBJECT: **Project Name: Teal Club Specific Plan;** Planning and Zoning Permit Nos.: 15-610-01 (Annexation), 15-620-03 (General Plan Amendment), 15-560-01 (Pre-Zoning), 24-670-02 (Development Agreement), 15-630-01 (Specific Plan), and Environmental Impact Report 2015-01; Property generally bounded by Doris Avenue, Patterson Road, Teal Club Road, and Ventura Road; (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015). (60 minutes)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive public testimony concerning the adoption of the Teal Club Specific Plan; and
2. Approve and Adopt one of the following options for the Teal Club Specific Plan:

Option 1– Approve the Specific Plan which revised the original application to include a Class I bike lane around the perimeter of the project site, allow water fountains within the front yards of the R-2 zoned properties, promote electric energy, and require that 15 percent of the total 990 allowable residential units be designated as affordable units for very-low income and low income households and:

- a. Adopt a Resolution Certifying the Final Environmental Impact Report (EIR) No. 2015-01 for the Teal Club Specific Plan (Governor's Office of Planning and Research State Clearinghouse No. 2012051080); and
- b. Adopt a Resolution approving Planning and Zoning Permit No. 15-610-01 for Annexation, subject to certain findings; and
- c. Adopt a Resolution approving Planning and Zoning Permit No. 15-620-03 for a General Plan Amendment, subject to certain findings; and
- d. Approve the first reading by title only and waive further reading of the proposed Ordinance titled "An Ordinance Of The City Council Of The City Of Oxnard Approving Planning And Zoning Permit No. 15-560-01 Pre-Zoning Parcels Generally Located South Of Teal Club Road, North And West Of Little Farms Road, And Bisected By Mallard Way (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) To Light Manufacturing (M-1). Filed By Dennis Hardgrave, On Behalf Of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012."; and
- e. Approve the first reading by title only and waive further reading of the proposed Ordinance titled "An Ordinance Approving Development Agreement No. A-8565 (Planning And Zoning Permit No. 24-670-02) Generally Located North Of Teal Club Road, East Of Patterson Road, South Of Doris Avenue, And West Of Ventura Road, (APNs 183-0-070-060, -070, -140, -240). Filed By Dennis Hardgrave, On Behalf Of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012."; and
- f. Approve the first reading by title only and waive further reading of the proposed Ordinance titled "An Ordinance Approving Planning And Zoning Permit No. 15-640-01 (Specific Plan), And Certifying Final Environmental Impact Report No. 2015-01 For The Teal Club Specific Plan, Generally Located North Of Teal Club Road, East Of Patterson Road, South Of Doris Avenue, And West Of Ventura Road, (APNs 183-0-070-060, -070, -110, -

Option 2 – Includes all the items stated in Option 1, except it maintains the original application’s Class II bike lane around the perimeter of the project site, does not include water fountains for R-2 zoned properties, and does not promote electric energy; and adopt the unmodified version of subparagraph f. in Option 1 (Attachment 10).

Option 3 – Requests modifications to the Development Agreement (Planning and Zoning Permit No. 24-670-02) to include the following provisions: (1) Requires applicants to pay prevailing wage for all Phase 1 development; and (2) Require that 20 percent of the total 990 allowable residential units be designated as affordable units for very-low income and low income households.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/uClRae4YhEE>

BACKGROUND

EXECUTIVE SUMMARY:

The Teal Club Specific Plan (TCSP) seeks to create a new community that carefully integrates multiple land uses in a walkable setting. The entire plan area is linked together by the east/west multi-use trail, Class II bike lanes, and neighborhood sidewalks. The design incorporates Urban Village concepts, as outlined in the General Plan, with an emphasis on highly-visible pedestrian routes and the interconnection of residential neighborhoods, community-serving commercial uses, recreational opportunities, and on-site public transportation access. While the exact details of the TCSP have changed over the years, the TCSP has been identified in the Oxnard General Plan since at least 2004. Additionally, the current proposal for 990 residential units was identified on page S1-60 of the City’s current Housing Element, adopted by City Council on October 4, 2022, and is critical for meeting the City’s Regional Housing Needs Allocation. For more information regarding the TCSP, refer to the Draft TCSP included as Attachment 2.

The adoption of the Specific Plan does not approve development; the plan includes development standards for the future development within the TCSP area.

In order to adopt the TCSP, the following actions are required: 1) certification of the environmental document, 2) annexation of the TCSP area, 3) General Plan amendment, 4) Pre-Zoning of the project area, 5) adoption of a Development Agreement, and 6) adoption of the Specific Plan.

On November 21, 2024, the Planning Commission considered the applicant’s original proposal (Option 2). During that hearing, staff recommended approval of the project as proposed by the applicant (Attachment 1). The Planning Commission recommended approval of the project with a few changes, including:

1. Providing Class I bike paths around the perimeter of the project site.
2. Allowance of water fountains within the front yard setback areas of the R-2 zone.
3. Encouraging all electric development.
4. Increasing the Affordable Housing requirement from 15 percent to 20 percent.
5. Requiring prevailing wage for all aspects of the specific plan development.

The changes that the Planning Commission recommended are discussed further in the analysis section below.

Staff recommend the applicant’s original proposal along with select changes from the Planning Commission (Recommendation, Option 1). This staff recommendation includes the original project with the following changes: the TCSP would be developed with a Class I bike lane around the perimeter of the site, encourage all electric development, and water fountains would be allowed within the front yards of the R-2 zoned properties.

In summary, after the close of this public hearing, the City Council has the option to approve:

- The applicant's original proposal with select changes (Option 1) - This would allow the applicant to proceed to LAFCo review, and if approved, move into the design and development phase. The applicant supports this recommendation.
- The applicant's original proposal (Option 2) - This would allow the applicant to proceed to LAFCo review, and if approved, move into the design and development phase. The applicant also supports this recommendation.
- The Planning Commission's proposal (Option 3) - The developer has indicated that the prevailing wage aspect, as well as the increase to 20% of the units being affordable, is not financially feasible; therefore, the project would not move forward at this time. From a City perspective, this would impact our Housing Element, as pursuant to Oxnard Housing Element Program 24, if the Teal Club annexation is not approved, the City will be required to find alternative housing opportunities to accommodate 990 units during Fiscal Year 2025-2026 through upzoning or rezoning other properties.
- If the City Council chooses an option other than those listed above, depending on the amount of changes requested, it is likely that the project would have to update the EIR and return to the Planning Commission for review. In this case, the project would be delayed for several months, if not longer. Also, depending on the timing of the delay, as noted above for Option 3, the City may need to find alternative sites to accommodate the 990 units identified for the Teal Club development.

BACKGROUND:

The TCSP area is in active agricultural use, and has been developed with agricultural amenities, including a barn and greenhouses in the central-southern portion along Teal Club Road and two occupied single-family residences (one just east of the barn and one in the northeastern corner at Doris Avenue and North Ventura Road). The additional parcels south of Teal Club Road are a mix of vacant land (the westernmost three parcels) and residential development, including approximately six single-family residences with ancillary vehicle storage and shop uses (the easternmost six parcels). To date, there have been no Planning and Zoning Permits issued for the subject parcels. While the exact details of the TCSP have changed over the years, the TCSP has been identified in the Oxnard General Plan since at least 2004.

In 2005, Suncal Companies submitted a Pre-Application for the proposed project. At that time, the project was approximately 175 acres (25 acres larger than the current project) in size, and included land for a fire station, a total of 1,150 residential units (160 more than the current total of 990 units), and approximately 25 acres for development of school facilities.

In early 2009, due to the economic downturn, the applicant withdrew the application.

In August 2009, a new (and the current) applicant, Borchard Co-Owners, submitted a Pre-Application for the proposed project with a revised design. The new design eliminated the school facilities, included larger buffers around the perimeter of the site, included commercial uses and a larger neighborhood park, and included 2 acres for a fire station. Based on comments from the City, the applicant revised the project.

In 2011, the applicant submitted a revised Pre-Application for the proposed project with a revised design. The new design included school facilities, a larger park which included land for a fire station, retail, office, and mixed uses, business research park uses, and only 990 residential units.

In 2015, the applicant submitted the subject applications for Annexation (PZ 15-610-01), General Plan Amendment (PZ 15-620-03), Pre-Zoning (15-560-01), and the Teal Club Specific Plan (15-640-01). The original Draft EIR was circulated for a 63-day public review period that began on August 3, 2015, and ended on October 5, 2015. The City received 29 comment letters on the Draft EIR. In addition to written comments, verbal comments were received at the Planning Commission hearing on September 3, 2015. One of the commenters on the Draft EIR was Dr. Cesar Morales, then Superintendent of Schools for the Oxnard School District (OSD). In the comment letter, Superintendent Morales explained that the Facilities Implementation Program Semi-Annual Report adopted by the OSD in January 2015 provided for the acquisition of a 20-25-acre site at the corner of Doris Avenue and Patterson Road within the TCSP area to develop school facilities.

In February 2019, the OSD Board of Trustees approved a 25-acre parcel in the original TCSP area for development of a district office, a 700-student elementary school, and a 1,200-student middle school (although the OSD Board of Trustees approved the project, the land use permit approval from the City of Oxnard has not yet occurred). In response, the proposed Teal Club Specific Plan has been revised to remove that 25-acre area from the TCSP area. The revised TCSP would not include 58,000 square feet for a new school, fire station, and park as originally analyzed in the original 2015 EIR.

On October 4, 2022, the City Council adopted the 2021-2029 Housing Element, which identified the 990 units proposed on the Teal Club Specific Plan property on page S1-60 of the City's current Housing Element.

In 2024, the applicant submitted the subject application for a Development Agreement (PZ 24-670-02).

On November 21, 2024, the Planning Commission considered the project and recommended that the City Council approve the project as revised by the Commission (Option 3).

PROJECT REQUESTS:

The Applicant's original request is City Council approval of the following six items: 1) Environmental Impact Report, 2) Annexation, 3) General Plan Amendment, 4) Pre-Zoning, 5) Specific Plan, and 6) Development Agreement. The project consists of the following requested actions:

- a. A request to adopt the Teal Club Specific Plan (TCSP) that would specify development for residential, commercial, and park uses on the 149.72-acre Teal Club Specific Plan area ("TCSP area"). The TCSP area includes seven agricultural parcels currently in active agricultural production: two of the parcels (seven acres) are located within the City of Oxnard and five parcels (142.72 acres) are in the County of Ventura.
- b. The project includes a General Plan Amendment (GPA) to change the land use designations on the parcels within the TCSP area to be consistent with the proposed Specific Plan land uses. Two of the parcels in the TCSP area are located in the City of Oxnard, and the others are located in the County Unincorporated area. The Oxnard 2030 General Plan land use designations for the TCSP parcels are residential low, low-medium, medium, and high; general commercial, park, public facility, business research park, and open space with an "Urban Village" overlay on the entire development area of the specific plan. The additional nine annexation parcels (11.4 acres), south of Teal Club Road, are designated for Airport Compatible land uses and will remain as Airport Compatible land uses.
- c. The proposed project includes annexation of a 142.72-acre collection of five agricultural parcels and an additional nine parcels (11.4 acres combined), south of Teal Club Road, currently within the County of Ventura into the City of Oxnard. The additional nine parcels south of Teal Club Road are currently located in a "cut-out" shape that forms an irregular boundary line. In compliance with the LAFCo policy to avoid creating unincorporated islands, the Annexation would result in a more logical City boundary so as not to create an unincorporated "island."
- d. The project includes Pre-Zoning of the additional nine parcels (11.4 acres combined) to be annexed south of Teal Club Road. Upon annexation, these nine parcels would be zoned Light Manufacturing (M-1) by the City of Oxnard. Although no changes are proposed on any of these parcels, after annexation, the property owners would have the option of submitting applications to develop their properties with the uses and at the densities allowed in the City's zoning regulations for the M-1 Zone District. The 149.72-acre TCSP area will be subject to the Specific Plan development standards for each Planning Area and will not be subject to the traditional Zoning Code development standards.
- e. The project includes the approval of a Development Agreement. The Development Agreement would generally provide the framework for financial commitments paid to the City, allow for fee credits, define future affordable housing requirements, outline timing and required infrastructure improvements, and maintenance requirements for the project. The Development Agreement would not change the physical elements of the project or result in physical environmental effects.
- f. The request includes certification of the proposed Final Environmental Impact Report (EIR) No. 2015-01 (State Clearinghouse No. 2012051080), adoption of the Findings of Fact, adoption of the Mitigation Monitoring and Reporting Program (MMRP), and adoption of the Statement of Overriding Considerations, which have been prepared pursuant to the California Environmental Quality Act (CEQA) Public Resources Code (California

Please see the attached maps (Attachment 1-Planning Commission Staff Report, Attachment A) and Teal Club Specific Plan (Attachment 1- Planning Commission Staff Report, Attachment B) for more details.

PLANNING COMMISSION’S RECOMMENDED CHANGES

The Planning Commission is an advisory body that provides land use recommendations to the City Council. Thus, while the City Council must consider the recommendations of the Planning Commission, the City Council may take an action that is not consistent with the Commission's recommendations.

During the Planning Commission public hearing on November 21, 2024, the Commissioners asked questions as a result of presentations from Planning staff and the applicant team. Public speakers provided comments during the public comment period. The discussions and deliberations from the Commissioners included fire protection resources within the City, development within the front yard setbacks of future residential units, the bicycle path around the perimeter of the project site, affordable housing, and prevailing wages. As a result of these discussions, the Commission recommended the City Council incorporate five changes to the proposed project, as part of their approval recommendation. The five requested changes are discussed below.

Expanded Class 1 Bike Lane Improvements:

The Applicant’s original proposal includes a Class II bike lane around the perimeter of the project site, which is consistent with the City’s Bicycle and Pedestrian Facilities Master Plan (the plan recommends the construction of a Class II bike lane along all four sides of the project site). The Planning Commission recommends the development of a Class I bike lane around the perimeter of the project site so that future development could include Class I bicycle facilities to connect the Teal Club area to other areas throughout the City.

The Commission-recommended Class I facilities are generally safer and more enjoyable for users because the facilities include a physical separation between the users and motor vehicles (Class II bike lanes are separated from vehicle traffic with only striping on the roadways). Since there is a physical separation, Class I bike lanes are often used also by pedestrians. The City’s Bicycle and Pedestrian Facilities Master Plan only requires the provision of Class II bike lanes.

Allowance of Water Fountains:

The Applicant’s original proposal prohibits development within the required front yard setback of the R2 zoned properties. During the Commission hearing, the applicant stated that within the R2 zone, residential units are often located in closer proximity and the required front yard setbacks do not feel as open as less dense neighborhoods. Thus, a prohibition on any development within the required front yard setback would avoid any clutter and provide a greater sense of openness. The Commission felt that a water fountain within the required front yard setback would generally be less massing than other structures and can create a more calming environment.

The Commission-recommended change to the Specific Plan to allow water fountains within the required front yard setback of the R2 zoned properties does not require the development of water fountains; it only allows water fountains as the only development allowed within the required front yard setback of the R2 zoned properties. Thus, staff recommends this change to the project.

Promotion of Electric Energy:

The Applicant’s original proposal includes a Specific Plan with a sustainability goal to create a “low impact” community that balances resources and provides for long-term sustainability. The Specific Plan requires all development to be consistent with the California Building Standards Code, which includes the California Green Building Standards Code (CalGreen) and the California Energy Code. The current 2022 Energy and CalGreen codes require detached residential units to be wired to be “electric ready” and also “EV Capable/EV Ready” to allow for plug-in electric vehicles. Additionally, both multifamily and commercial buildings are currently required to provide for shared electric vehicle

charging stations, in addition to the “electric-ready” requirements for multifamily buildings. The plan mitigates the emissions of greenhouse gases through the compact walkable design, proximity to public transit, and requirements for “green” building. The plan also includes landscaping guidelines that encourage maximizing the number of trees selected for minimal maintenance and planted strategically for shade. For further carbon sequestration, the plan includes the neighborhood park, storm-water detention basins, agricultural buffers, vegetated swales, and other landscaped areas.

The Commission-recommended change to the Specific Plan to *encourage* all electric developments does not require all developments to be all-electric developments. The change to *encourage*, but not require, is consistent with the City’s adopted Climate Action and Adaptation Plan (CAAP). Future developments within the Specific Plan may include natural gas development. Since the recommended changes encourage all-electric development, rather than mandating it, staff recommends this change to the project.

Increased Affordable Housing:

The Applicant’s original proposal includes a Specific Plan that allows a total of 990 residential units. The plan requires that of those 990 units, a total of 15 percent of those units shall be designated affordable units. Affordable units include units restricted to the Very Low, Low, and Moderate income levels. Of the 15 percent total being provided, the following percentages of income levels shall apply: 6 percent of the units shall be for Very Low Income households and 9 percent of the units shall be for Low Income households. Affordable Housing units within the Specific Plan would be required to remain affordable for a period of 55 years.

The Commission-recommended change to the Specific Plan requires that 20 percent of the 990 residential units shall be designated Affordable units, with a 60/40 split between low and very low. Of this 20 percent total requirement, the following percentages of income levels shall apply: 12 percent of the units shall be for Low Income households and 8 percent of the units shall be for Very Low Income households. All Affordable Housing units within the Specific Plan would still be required to remain affordable for a period of 55 years.

The Applicant proposed 15 percent of the total 990 allowable residential units that would be designated affordable units *exceed* the requirement under the City’s Inclusionary Housing (Resolution No. 2980). The City’s Inclusionary Ordinance requires that any development project with ten or more dwelling units includes not less than 10 percent of those units to be designated as Affordable units available to Very-Low (5%) and Low (5%) income-level households, depending on the type of development. The Applicant’s proposal of 15% of the units being affordable is also consistent with the City’s 2030 General Plan Urban Village Design Guidelines. The Applicant’s proposal includes affordable units for *only* Very-low and Low income level households, rather than also including Moderate income-level households, which is allowed by both Inclusionary Housing and Urban Village Guidelines. This provides a deeper level of affordability, and addresses a need within Oxnard. Furthermore, the Applicant’s proposal exceeds the City’s Inclusionary Housing requirement that developments provide affordability for 20-year affordability requirements. The project will provide a 55-year affordability requirement.

Overall, while the site being designated as an Urban Village requires the project to provide 15 percent affordable housing, this exceeds what is required in other areas of the City and the length of the deed restriction exceeds what is required by the Inclusionary Housing. Additionally, the Project’s proposed levels of affordability (Very Low-income and Low-income) already exceed the required levels (Very Low-income, Low-income, and Moderate-income) contained within the plans approved for other Urban Villages in the City. Furthermore, to mitigate the loss of farmland, the project includes the payment of a farmland mitigation fee that shall be used only for Affordable Housing within the City of Oxnard that is devoted to occupancy by farm workers. While the number of units that this fee can be used to create is unknown at this time, it will ultimately result in the production of units beyond the 15 percent requirement. Lastly, the Development Agreement includes a local buyer preference to ensure Oxnard residents are given priority in qualifying for buying the homes in this development. For all of these reasons, staff does not support the Commission recommendation to require 20 percent affordable housing within the project.

Prevailing Wage:

The Applicant’s proposal includes a Development Agreement (DA) with the City (Attachment 3). The originally proposed DA that was reviewed by the Planning Commission stated that no prevailing wage beyond what state law requires shall be required for this project (this language has subsequently been removed as described below). The original

DA specified that a prevailing wage is required for the construction of Public Work as per state law, but this does not require a prevailing wage for the rest of the development (i.e., residential or commercial development). In the City, only the prevailing wage required by state law has been a requirement for other development projects. Thus, the Applicant's Original Proposal is consistent with state and City requirements.

The Commission-recommended change to the DA to require a prevailing wage would apply to all development within Phase 1 the Specific Plan area, as phase 2 is not covered by the DA. The prevailing wage rate is the basic hourly rate paid on public works projects to a majority of workers engaged in a particular craft, classification or type of work within the locality and in the nearest labor market area. The project-wide prevailing wage requirement would apply this requirement to the *entire* private development. This is above and beyond what state law requires. Consequently, the Applicant has indicated that the cost of requiring a prevailing wage would render this development infeasible due to the increased construction costs. Furthermore, increasing construction costs also has an impact of increasing the cost of the housing units constructed, making them less affordable.

The City has never required prevailing wage for all aspects of privately funded development projects within the City. However, prevailing wage is applicable to specific aspects of private development projects meeting the definition of a "Public Work" in accordance with state law. If the City were to require a prevailing wage while nearby cities do not, then the City may not be competitive with those nearby cities to attract housing and other development. Therefore, staff does not support the Commission recommendation to require a prevailing wage for the entire project. Furthermore, to avoid any confusion, staff's recommendation includes the removal of the Prevailing Wage language from the Draft DA. As a result, all prevailing wage requirements would default to the state regulations. Lastly, the DA includes a local hire provision which will help keep jobs within Ventura County.

General Plan Consistency

The majority of the TCSP area is located in unincorporated Ventura County, with the exception of two parcels encompassing seven acres which are located within the City of Oxnard. The TCSP area and the nine additional parcels south of Teal Club Road are designated Agricultural-Urban Reserve in the Ventura County General Plan.

Two parcels in the TCSP area are located in the City of Oxnard and the TCSP area is fully within the City of Oxnard Sphere of Influence and CURB. The TCSP concept has been included in the General Plan since 2004. Oxnard 2030 General Plan land use designations are residential low, low-medium, medium, and high; general commercial, park, public facility, business research park, and open space with an "Urban Village" overlay on the entire development area of the specific plan. The proposed project requires minor refinements to some General Plan maps to reflect the more detailed location of land uses and roadways within the proposed Teal Club Specific Plan Area. As defined in General Plan Goal CD-7, Urban Villages are intended to support "development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity." General Plan Policy CD 7.1 specifically addresses the Teal Club site (in part):

CD-7.1 Establishment of Urban Villages: Six areas of the City are initially designated as Urban Villages. It is the intent of the Urban Village designation that specific or strategic plans for each area will be prepared in advance of the planning entitlement process. Additional Urban Villages and guidelines may be subsequently adopted by the City Council. Urban Villages are envisioned as characterized by:

- Infill and/or development of formerly agricultural land
- Reinvestment in the existing community
- Mixture of land uses
- Mix of residential densities and housing types
- Providing a minimum of 15% affordable housing
- Location along or near corridors, downtown, and transit nodes
- Transit, pedestrian, and bicycle circulation given high priority

The Oxnard 2030 General Plan includes additional goals and policies that apply specifically to the Urban Village designation and to the proposed project in general, as discussed further below and in the EIR (Section 4.9, Land Use and Planning).

The additional nine annexation parcels (11.4 acres) south of Teal Club Road are designated for Airport Compatible land uses. As described in the 2030 General Plan, this designation requires airport-compatible land uses that do not interfere with airport operations or subject large numbers of persons to aircraft hazards. Airport Compatible uses need not be directly related to or dependent upon the adjacent airport. Uses must be consistent with the policies of the City; the Federal Aviation Administration (FAA); the California Department of Transportation (Caltrans), Division of Aeronautics; and the Ventura County Airport Land Use Commission. Allowable uses are typically of a limited industrial or specialized commercial nature.

The project's consistency review with General Plan policies is included as Attachment 1-Planning Commission Staff Report, Attachment E. The proposed project has been determined to be consistent with the General Plan and the property's land use designation.

Zoning Code Consistency

The project includes Pre-Zoning of the additional nine parcels (11.4 acres combined) to be annexed south of Teal Club Road. Upon annexation, these nine parcels would be zoned Light Manufacturing (M-1) by the City of Oxnard. Although no changes are proposed on any of these parcels, after annexation the property owners would have the option of submitting applications to develop their properties with the uses and at the densities allowed in the City's zoning regulations for the M-1 Zone District. The TCSP area does not include these additional annexation parcels, totaling 11.4 acres south of Teal Club Road.

The 149.72-acre TCSP area will be subject to the Specific Plan development standards for each Planning Area and will not be subject to the traditional Zoning Code development standards. The TCSP was developed to be consistent with the 2030 General Plan and related City Master Plans and policies. The TCSP sets forth a proposed development program within 14 proposed Planning Areas (PA) for a mix of land uses on the approximately 149.72-acre TCSP portion of the project area.

Environmental Determination

Pursuant to the California Environmental Quality Act (CEQA) Section 15060, the City of Oxnard as the Lead Agency, has prepared an EIR (State Clearinghouse No. 2012051080) in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines (Attachment 12). The EIR identifies and discusses potential impacts, mitigation measures, monitoring requirements, and residual impacts for identified subject areas.

Based upon the analysis contained in the Final EIR, the Teal Club Specific Plan would result in one or more Class I potentially significant and *unavoidable* impacts in the following two impact sections: (1) Agricultural Resources and (2) Air Quality. The EIR also concluded that one or more potentially significant but *mitigable* (Class II) impacts would result with the implementation of the Teal Club Specific Plan in the following nine impact sections: (1) Aesthetics, (2) Biological Resources, (3) Cultural Resources and Tribal Cultural Resources, (4) Geology and Soils, (5) Hazards and Hazardous Materials, (6) Hydrology and Water Quality, (7) Land Use and Planning, (8) Public Services and Recreation, and (9) Utilities. *Less than significant* (Class III) impacts were identified for the Teal Club Specific Plan within the following six sections: (1) Greenhouse Gas Emissions/Climate Change, (2) Mineral Resources, (3) Noise, (4) Population, Education, and Housing, (5) Transportation/Traffic, and (6) Wildfire.

As discussed above, the project would result in the following significant impacts which, even after application of feasible mitigation, cannot be mitigated to a less than significant level and therefore remain significant and unavoidable:

1. Agricultural Resources: Implementation of the proposed TCSP would result in the conversion of approximately 149.5 acres of "important farmland" with prime soils to non-agricultural uses. This would result in the permanent loss of agricultural lands. Therefore, impacts would be Class I, significant and unavoidable.
2. Air Quality: Operational emissions of ROG and NOX would exceed VCAPCD's daily thresholds. While the impacts of vehicle emissions and related impacts are mitigable with payment of Transportation Demand Management (TDM) fees, not all operational emissions are mitigable. Therefore, the project would have a Class I, significant and unavoidable, impact to regional air quality.

Accordingly, Findings and a Statement of Overriding Considerations (SOC) were prepared pursuant to the CEQA and are

included within the resolution of approval approving the Teal Club Specific Plan Final EIR. State law stipulates that approval of the findings and SOC are not required until action is taken on a project. In addition to the general project benefits such as employment, housing, and increased property and sales tax revenue, the specific project benefits and overriding considerations identified with the findings for the Teal Club Specific Plan Project include numerous public benefits.

Therefore, staff recommends that the City Council certify that: (1) The final EIR has been completed in compliance with CEQA; (2) The final EIR was presented to the decision-making body of the lead agency, and that the decision-making body reviewed and considered the information contained in the final EIR prior to approving the project; (3) The final EIR reflects the lead agency's independent judgment and analysis; (4) adopt the Findings; (5) adopt the Mitigation Monitoring and Reporting Program; (6) adopt the Statement of Overriding Considerations; and (7) certify the EIR.

Role of the Planning Commission and City Council

Pursuant to Oxnard City Code (OCC) Section 2-95, the Planning Commission is an advisory body which provides land use recommendations to the City Council on items such as Annexation, General Plan Amendments, Zoning, Specific Plans, and Development Agreements. Therefore, while the City Council is to consider the recommendations of the Planning Commission, the Council may take an action which is not consistent with the recommendations of the Planning Commission.

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.

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

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

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

FINANCIAL IMPACT

The developer will construct, at its own expense, all infrastructure improvements that are specifically required for the development as specified in the TCSP and mitigation measures in the EIR. The proposed Development Agreement will allow the developer to transfer fee credits to future buyers of the property, requires the payment of development impact fees upon issuance of building permits, and requires the development of a public park space so that it is ready for use by the public and acceptance by the City.

The City will form, at the Developers' request, at least one Community Facilities District (CFD) over the property. This CFD would likely be for funding the construction and maintenance of the Phase 1 public park, sewer lift station, and other common facilities agreed to by the developer and City; however, the details of the CFD will be developed during the tentative map phase of the project. The City's maintenance obligation will include public road pavement and public utilities within the development, while a Master Homeowners association will maintain all public parkways and medians adjoining the public streets within the development; parkways on the project side of public streets adjoining the development; all private streets, sidewalks and parkways inside the development; water quality detention basins; and all private utilities within the private streets.

To offset the permanent loss of farmland, the developer will pay a fee to the City for the construction of Affordable Housing units within the City that will provide housing for farmworkers.

To offset the costs of increased staffing for fire and police services generated by the project, the developer agrees to

provide proportional ongoing funding for increased fire response capacity and to provide proportional funding for increased staffing for fire and police services.

The TCSP would allow the future development of 55,000 square-feet of retail, mixed-use, and office uses. Since the TCSP area is a designated Urban Village, it is assumed the residents will shop at the nearby commercial uses and increase annual sales taxes collected by the City.

COMMITTEE OUTCOME

This is a public hearing and was reviewed by the Planning Commission. Therefore, this item did not originate in Committee. During the Planning Commission public hearing on November 21, 2024, the Commissioners asked questions as a result of presentations from Planning staff and the applicant team. Public speakers provided comments during the public comment period. The discussions and deliberations from the Commissioners included fire protection resources within the City, development within the front yard setbacks of future residential units, the bicycle path around the perimeter of the project site, affordable housing, and prevailing wages. The Planning Commission meeting can be viewed online at the following link: November 21, 2024 - https://youtu.be/_3LAWLkenl0

The Commission made a motion to recommend that the City Council certify the Final Environmental Impact Report, approve the annexation, approve the General Plan Amendment, and approve the Pre-Zoning. That motion passed 7 (in favor) - 0 (against).

The Commission made a subsequent motion to recommend that the City Council approve the Development Agreement with the following revisions: increase the Affordable Housing requirement of the project from the proposed 15 percent to 20 percent with the same affordability ratio of low and very-low income levels from the proposed project, and to require a prevailing wage requirement. That motion passed 4 (in favor) - 3 (against).

The Commission made another subsequent motion to recommend that the City Council approve the Specific Plan with the following revisions: include a Class I bike path around the perimeter of the project site, allow water fountains within the front yard setback areas of the R-2 zone, and encourage all electric development. That motion passed 6 (in favor) - 1 (against).

Although numerous outreach meetings were held prior to the Planning Commission, the City held a town hall style webinar on March 27, 2025 to provide additional opportunities for the community to ask questions of staff and the applicant. At the hearing staff outlined the overall process, provided a brief presentation on the projects, and took questions from the community. The list of comments and questions are included in Attachment 11. The March 27, 2025 webinar was recorded and can be viewed online at the following link: <https://youtu.be/aHlMSr8XR0M>

Public Comments:

Following the end of the Planning Commission hearing, the City received comment letters, including at the webinar hosted on March 27th, regarding the proposed project (Attachment 11). City staff has reviewed the information in the comments and determined that these comments were addressed during the Planning Commission hearing, and this information does not change staff recommendations.

Prepared by: Jay Dobrowalski, Planning Supervisor

ATTACHMENTS

1. Planning Commission Staff Material dated November 21, 2024 and Signed Planning Commission Resolutions
2. Teal Club Specific Plan_City Council Hearing
3. Development Agreement with Staff Recommendations Revisions
4. Draft General Plan Amendment Resolution (PZ No. 15-620-03)
5. Draft Pre-Zoning Ordinance (PZ No. 15-560-01)
6. TCSP Draft Specific Plan Ordinance (PZ No. 15-640-01)(Option 1)
7. TCSP Draft Development Agreement Ordinance (PZ No. 24-670-02)
8. Draft Annexation Resolution (PZ No. 15-610-01)
9. Draft Resolution Certifying Environmental Impact Report No. 2015-01
10. Unmodified TCSP Draft Specific Plan Ordinance (PZ No. 15-640-01)(Option 2)
11. Public Comment Letters

12. Teal Club Final Environmental Impact Report No. 2015-01
13. Staff Presentation

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Jay Dobrowalski, Planning Supervisor

DATE: November 21, 2024

SUBJECT: **Project Name: Teal Club Specific Plan;** Planning and Zoning Permit Nos.: 15-610-01 (Annexation), 15-620-03 (General Plan Amendment), 15-560-01 (Pre-Zoning), 24-670-02 (Development Agreement), 15-630-01 (Specific Plan); Property generally bounded by Doris Avenue, Patterson Road, Teal Club Road, and Ventura Road; (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015).

1) Recommendation: That the Planning Commission (“**Commission**”):

- a) Adopt a Resolution recommending that the City Council certify Final Environmental Impact Report (EIR) No. 2015-01 for the Teal Club Specific Plan (Governor's Office of Planning and Research State Clearinghouse No. 2012051080); and
- b) Adopt a Resolution recommending that the City Council approve Planning and Zoning Permit No. 15-610-01 for Annexation, subject to certain findings; and
- c) Adopt a Resolution recommending that the City Council approve Planning and Zoning Permit No. 15-620-03 for a General Plan Amendment, subject to certain findings; and
- d) Adopt a Resolution recommending that the City Council approve Planning and Zoning Permit No. 15-560-01 for a Pre-Zoning, subject to certain findings; and
- e) Adopt a Resolution recommending that the City Council approve Planning and Zoning Permit No. 24-670-02 for a Development Agreement, subject to certain findings; and
- f) Adopt a Resolution recommending that the City Council approve Planning and Zoning Permit No. 15-640-01 for a Specific Plan, subject to certain findings.

2) Project Description and Applicant: The project consists of the following requested actions:

- a) A request to adopt the Teal Club Specific Plan (TCSP), a Specific Plan that would specify development for residential, commercial, and park uses on the 149.72-acre Teal Club Specific Plan area (“TCSP area”). The TCSP area includes seven agricultural parcels currently in active agricultural production: two of the parcels (seven acres) are located within the City of Oxnard and five parcels (142.72 acres) are in the County of Ventura.
- b) The project includes a General Plan Amendment (GPA) to change the land use designations on the parcels within the TCSP area to be consistent with the proposed

Specific Plan land uses. Two of the parcels in the TCSP area are located in the City of Oxnard, and the others are located in the County Unincorporated area. The Oxnard 2030 General Plan land use designations for the TCSP parcels are residential low, low-medium, medium, and high; general commercial, park, public facility, business research park, and open space with an “Urban Village” overlay on the entire development area of the specific plan. The additional nine annexation parcels (11.4 acres) south of Teal Club Road are designated for Airport Compatible land uses and will remain as Airport Compatible land uses.

- c) The proposed project includes Annexation of a 142.72-acre collection of five agricultural parcels and an additional nine parcels (11.4 acres combined) south of Teal Club Road currently within the County of Ventura into the City of Oxnard. The additional nine parcels south of Teal Club Road are currently located in a “cut-out” shape that forms an irregular boundary line. In compliance with the LAFCo policy to avoid creating unincorporated islands, the Annexation would result in a more logical City boundary so as not to create an unincorporated “island.”
- d) The project includes Pre-Zoning of the additional nine parcels (11.4 acres combined) to be annexed south of Teal Club Road. Upon annexation, these nine parcels would be zoned Light Manufacturing (M-1) by the City of Oxnard. Although no changes are proposed on any of these parcels, after annexation the property owners would have the option of submitting applications to develop their properties with the uses and at the densities allowed in the City’s zoning regulations for the M-1 Zone District. The 149.72-acre TCSP area will be subject to the Specific Plan development standards for each Planning Area and will not be subject to the traditional Zoning Code development standards.
- e) The project includes the approval of a Development Agreement. The Development Agreement would generally provide the framework for financial commitments paid to the City, allow for fee modifications, define future affordable housing requirements, outline timing and required infrastructure improvements, and maintenance requirements for the project. The Development Agreement would not change the physical elements of the project or result in physical environmental effects.
- f) The request includes certification of the proposed Final Environmental Impact Report (EIR) No. 2015-01 (State Clearinghouse No. 2012051080), adoption of the Findings of Fact, adoption of the Mitigation Monitoring and Reporting Program (MMRP), and adoption of the Statement of Overriding Considerations, which have been prepared pursuant to the California Environmental Quality Act (CEQA) Public Resources Code (California Public Resources Code Section 21000 et seq.) and CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.).

For purposes of this staff report, the foregoing project description shall be referred to as the “Project.”

Filed by Dennis Hardgrave, designated agent (the “Applicant”), on behalf of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012 (the “Property Owner”).

Please see the attached maps (Attachment A) and Teal Club Specific Plan (Attachment B) for more details.

- 3) Existing & Surrounding Land Uses:** The TCSP area is in active agricultural use, currently cultivated with row crops, and there are agricultural amenities including a barn and greenhouses in the central-southern portion along Teal Club Road and two occupied single-family residences (one just east of the barn and one in the northeastern corner at Doris Avenue and North Ventura Road). The additional parcels south of Teal Club Road are a mix of vacant land (the westernmost three parcels) and residential development, including approximately six single family residences with ancillary vehicle storage and shop uses (the easternmost six parcels). The following table summarizes the existing characteristics and zoning designations of the TCSP area and the nine additional parcels to be annexed south of Teal Club Road:

Project Area Size	161.1 acres (including 11.4 acres of land to be annexed)
General Plan Land Use Designations	County of Ventura: Agricultural City of Oxnard: Residential Low, Residential Low Medium, Residential Medium, Residential High, Commercial General (with Urban Village designation), Business & Research Park, Park, Open Space; Airport Compatible
Zoning Designations	County of Ventura: Agricultural Exclusive-40 City of Oxnard: Two parcels (7 acres) in City of Oxnard zoned R1 (Single Family Residential). No City zoning for unincorporated County properties.
Airport Land Use Plan Designation	Traffic Pattern Zone
Current Use and Development	Agriculture, single-family residential, vehicle storage, vacant
Surrounding Land Use/ Zoning Designations	North: Residential Low Density / Single Family Residential and Single Family Residential Planned Development South: Airport Compatible and Public/Semi Public (Oxnard Airport) / Business & Research Park, Light Manufacturing Planned Development, Manufacturing Planned Development, and Single Family Residential East: Residential Low Density and Community Commercial/ General Commercial (C-2), General Commercial Planned Development (C-2-PD), and Single-Family Residential (R-1) West: Agriculture Exclusive (County of Ventura)
Regional Access Local Access	Highway 101, State Route 1 (Pacific Coast Hwy), Victoria Ave Ventura Rd, Teal Club Rd, Doris Ave, Patterson Rd
Public Services	Water: On-site wells Sewer: On-site septic systems Fire: Ventura County Fire Department Police: Ventura County Sheriff

The “project area” refers to the 161.12-acre project area that includes both the 149.72-acre TCSP area and the 11.4-acre area south of Teal Club Road to be annexed into the City of Oxnard. The majority of the project area is located in the unincorporated area of Ventura County within the Oxnard Sphere of Influence (SOI) while two parcels are located in the City of Oxnard. The project area is north of the Oxnard Airport. The TCSP area and the additional Annexation area are in the Airport’s Traffic Pattern Zone. The TCSP area is within the established City of Oxnard Urban Restriction Boundary (CURB). The entire project area is bounded on the north, south, and east by the City of Oxnard.

- 4) **Background Information:** The TCSP area is in active agricultural use, and has been developed with agricultural amenities including a barn and greenhouses in the central-southern portion along Teal Club Road and two occupied single -family residences (one just east of the barn and one in the northeastern corner at Doris Avenue and North Ventura Road). The additional parcels south of Teal Club Road are a mix of vacant land (the

westernmost three parcels) and residential development, including approximately six single family residences with ancillary vehicle storage and shop uses (the easternmost six parcels). To date, there have been no Planning and Zoning Permits issued for the subject parcels.

In 2005, Suncal Companies submitted a Pre-Application for the proposed project. At that time, the project was approximately 175 acres (25 acres larger than the current project) in size, and included land for a fire station, a total of 1,150 residential units (160 more than the current total of 990 units), and approximately 25 acres for development of school facilities.

In early 2009, due to the economic downturn, the applicant withdrew the application.

In August of 2009, a new (and the current) applicant, Borchard Co-Owners, submitted a Pre-Application for the proposed project with a revised design. The new design eliminated the school facilities, included larger buffers around the perimeter of the site, included commercial uses and a larger neighborhood park, and included 2 acres for a fire station. Based on comments from the City, the applicant revised the project and resubmitted for City review.

In 2011, the applicant submitted a Pre-Application for the proposed project with a revised design. The new design included school facilities, a larger park which included land for a fire station, retail, office, and mixed uses, business research park uses, and only 990 residential units.

In 2015, the applicant submitted the subject applications for Annexation (PZ 15-610-01), General Plan Amendment (PZ 15-620-03), Pre-Zoning (15-560-01), and the Teal Club Specific Plan (15-640-01). Based on comments received regarding the environmental review, the applicant revised the project to eliminate the 25 acres for school facilities, eliminate the fire station, and include fewer single-family residences and more multi-family residential units.

In 2024, the applicant submitted the subject application for a Development Agreement (PZ 24-670-02).

- 5) Environmental Determination:** Pursuant to the California Environmental Quality Act (CEQA) Section 15060, the City of Oxnard as the Lead Agency, has prepared an EIR (State Clearinghouse No. 2012051080) in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines (Attachment C). The EIR identifies and discusses potential impacts, mitigation measures, monitoring requirements, and residual impacts for identified subject areas.

The City prepared an EIR Notice of Preparation (NOP) and distributed the NOP for agency and public review for the required 45-day review period between May 18, 2012 and July 2, 2012. A public EIR scoping meeting was held on June 4, 2012, in the City's Community Room at 300 West Third Street.

The original Draft EIR was circulated for a 63-day public review period that began on August 3, 2015 and ended on October 5, 2015. The City received 29 comment letters on the Draft EIR. In addition to written comments, verbal comments were received at the Planning Commission hearing of September 3, 2015. One of the commenters on the Draft EIR was Dr. Cesar Morales, Superintendent of Schools for the Oxnard School District (OSD). In the comment letter, Superintendent Morales explained that the Facilities Implementation Program Semi-Annual Report adopted by the OSD in January 2015 provided for the acquisition of a 20-25 acre site at the corner of Doris Avenue and Patterson Road within the TCSP area to develop school facilities. The proposed Specific Plan was put on hold pending a decision on the school site by OSD. While the proposed Specific Plan was on hold, the Draft EIR that was circulated in 2015 was not finalized and was not certified.

In February 2019, the OSD Board of Trustees approved a 25-acre parcel in the original TCSP area for development of a district office, a 700-student elementary school, and a 1,200-student middle school (although the OSD Board of Trustees approved the project, the land use permit approval from the City of Oxnard has not yet occurred). In response, the proposed Teal Club Specific Plan was revised to remove that 25-acre area from the TCSP area. The revised TCSP would not include 58,000 square feet for a new school, fire station, and park as originally analyzed in the original 2015 EIR. In addition, the revised TCSP includes fewer single family units and additional multi-family units than analyzed in the original EIR. The overall number of residential units remains the same.

The Recirculated Draft EIR analyzes the effects associated with the revised TCSP, taking into account changes to the environmental and regulatory setting and taking into account comments that were received in the original Draft EIR circulated in 2015. The Recirculated Draft EIR was circulated for a 60-day public review period that began on December 17, 2021 and ended on February 15, 2022. The City of Oxnard received 39 comment letters on the Recirculated Draft EIR. Comment letters and responses to comment letters are included in Section 9.0, Responses to Comments on the Recirculated Draft EIR. The DEIR revisions are discussed in the FEIR (Section 9.0).

Based upon the analysis contained in the FEIR, the Teal Club Specific Plan would result in one or more Class I potentially significant and unavoidable impacts in the following two impact sections: (1) Agricultural Resources, and (2) Air Quality. The EIR also concluded that one or more potentially significant but mitigable (Class II) impacts would result with the implementation of the Teal Club Specific Plan in the following nine impact sections: (1) Aesthetics, (2) Biological Resources, (3) Cultural Resources and Tribal Cultural Resources, (4) Geology and Soils, (5) Hazards and Hazardous Materials, (6) Hydrology and Water

Quality, (7) Land Use and Planning, (8) Public Services and Recreation, and (9) Utilities. Less than significant (Class III) impacts were identified for the Teal Club Specific Plan within the following six sections: (1) Greenhouse Gas Emissions/Climate Change, (2) Mineral Resources, (3) Noise, (4) Population, Education, and Housing, (5) Transportation/Traffic, and (6) Wildfire.

CEQA Section 21081 and the State CEQA Guidelines require that a public agency make specific findings before a project is approved if the project involves Class I significant and unavoidable environmental impacts. These findings are required to include consideration of benefits of the project such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment. As discussed above, the project would result in the following significant impacts which, even after application of feasible mitigation, cannot be mitigated to a less than significant level and therefore remain significant and unavoidable:

- **Agricultural Resources:** Implementation of the proposed TCSP would result in the conversion of approximately 149.5 acres of “important farmland” with prime soils to non-agricultural uses. This would result in the permanent loss of agricultural lands. Therefore, impacts would be Class I, significant and unavoidable.

The proposed project will result in cumulatively considerable impacts to agriculture.

As discussed in Section 4.2, *Agricultural Resources*, of the Recirculated Draft EIR, the proposed project combined with other planned and pending projects would contribute to the conversion of agricultural land to non-agricultural uses. The City’s 2030 General Plan Program EIR, which was certified in October 2011, found significant and unavoidable impacts related to the conversion of agricultural land to non-agricultural uses, as no feasible mitigation measures were available to reduce this impact to a less than significant level. Project development would convert approximately 149.5 acres of important farmland to non-agricultural uses and would therefore substantially contribute to this significant impact, even with implementation of Mitigation Measure AG-1 to avert the future regional conversion of important farmland with agricultural conservation easements or via the payment of a conversion impact fee.

A number of regulatory mechanisms are in place to minimize the conversion of agricultural land to nonagricultural use outside of the CURB, including the County SOAR ordinances, City CURB, and greenbelt agreements between Camarillo and Oxnard and between the City of Oxnard and City of Ventura. Nevertheless, planned development of Prime Farmland, Farmland of Statewide Importance, and Unique Farmland within the CURB line would result in cumulatively significant agricultural resource impacts, as the conversion of such land to non-agricultural uses cannot be fully mitigated. According to the City’s 2030 General Plan Program EIR (recirculated November 2009 version), cumulative development would result in the conversion of up to 2,215 acres of important

farmland, of which 1,048 acres would be farmland of statewide importance. The specific 149.5 acre loss of farmland associated with buildout of the proposed project is included in General Plan assessment as shown on Figure 5-1, Important Farmland Updates, of the recirculated 2030 General Plan Program EIR and represents approximately 14% of the total cumulative loss of “important” farmlands within the CURB. Thus, the cumulative impact to agricultural resources would be significant and the project’s contribution would be cumulatively considerable.

- **Air Quality:** Operational emissions of ROG and NO_x would exceed VCAPCD’s daily thresholds. While the impacts of vehicle emissions and related impacts are mitigable with payment of Transportation Demand Management (TDM) fees, not all operational emissions are mitigable. Therefore, the project would have a Class I, significant and unavoidable, impact to regional air quality.

As discussed in Section 4.3, *Air Quality*, of the Recirculated Draft EIR, Ventura County is currently in nonattainment under the federal 2008 standard for 8-hour ozone (AQMP, 2016) and under the state standards for ozone, PM_{2.5}, and PM₁₀, related projects could exceed an air quality standard or contribute to an existing or projected air quality exceedance. With regard to determining the significance of the proposed project’s contribution, the VCAPCD recommends that a project’s potential contribution to cumulative impacts should be assessed utilizing the same significance criteria as those for project specific impacts. Therefore, this EIR assumes that individual development projects that generate operational emissions that exceed the VCAPCD recommended daily thresholds for project-specific impacts would also cause a cumulatively considerable increase in emissions for those pollutants for which the Basin is in nonattainment. As discussed in Impact AQ-2, operational emissions associated with full buildout of the proposed project would exceed VCAPCD thresholds for ROG and NO_x. Therefore, the emissions generated by the proposed project would be cumulatively considerable regarding a substantial contribution to an existing or projected air quality violation.

Accordingly, Findings and a Statement of Overriding Considerations (SOC) were prepared pursuant to the CEQA and are included within the resolution of approval approving the Teal Club Specific Plan. State law stipulates that approval of the findings and SOC are not required until action is taken on a project. In addition to the general project benefits such as employment, housing, and increased property and sales tax revenue, the specific project benefits and overriding considerations identified with the findings for the Teal Club Specific Plan Project include numerous public benefits.

The following statements specify the reasons why, in the City’s judgment, the benefits of the project outweigh its unavoidable environmental risks. The City also finds that any one of the following reasons for approval cited below is sufficient to justify approval of the project.

Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the City will stand by its determination that each individual reason is sufficient. The substantial evidence supporting the City Findings and the benefits described below can be found in the Record of Proceedings.

- The proposed project fulfills the vision for the Teal Club Specific Plan area provided in the City's General Plan.
- The proposed project helps create an economic match between on-site housing and employment opportunities.
- Implementation of the proposed project will result in the development of a new, well-designed, economically feasible residential community that consists of a variety of residential products and unit types. The project would allow for development of up to 990 residential units, 148 of which would be affordable housing options.
- Implementation of the project would allow for up to 60,000 square feet to be used for retail, mixed use, and office use and would be centered around a Public Plaza and be within walking distance of public transportation and residential units.
- The proposed project would promote a mix of land uses on the site that would be financially independent and sustainable.
- The addition of 990 residential units to the City of Oxnard will make a substantial contribution toward attainment of community housing goals. The diverse residential types will address a number of community housing issues, including affordable and market rate multi-family housing, smaller single-family housing for first-time home buyers, move-up housing, and executive housing.
- The project would create an integrated vehicular, pedestrian and bicycle circulation system that connects residential, industrial, and commercial uses within the project. This would help minimize short distance single-person vehicular trips.
- The project would create recreational opportunities for citizens of Oxnard.
- The project would permit a variety of housing opportunities and would comply with the 2030 General Plan Housing Element affordability requirement.
- The project would concentrate development near commercial space in the area while also allowing for the creation of necessary buffers between residential development and the Oxnard Airport and Agricultural land.

- Implementation of the project would include designation of two park areas, one a 10-acre community park and the other a 7.38-acre park. There would also be a greenbelt in the proposed project area for a total of 17.76 park and open space acres.
- The TCSP consists of traditional neighborhood design components that promote “porch and street orientation” and encourage walking and interaction between residents. Both single-family residences (Low-Medium Density) and courtyard/cluster homes (Low-Medium Density) would include porches and architectural elements reflecting the early 20th Century diversity and character of style evident in the nearby F and G Streets in the historic district and other recently developed neighborhoods. High, Medium, and Medium-High Density areas would orient to internal pathways and common areas with connection to the public walking network and to the urban village.

A discussion of the public benefits associated with the project is provided in Section 6 (f) of this staff report and is detailed on pages 32 through 33 of the Findings and Statement of Overriding Considerations. The FEIR includes a Mitigation Monitoring and Reporting Program (Attachment N) that details the process to implement the required mitigation measures.

Therefore, staff recommends that the Planning Commission recommend that the City Council certify that: (1) The final EIR has been completed in compliance with CEQA; (2) The final EIR was presented to the decision-making body of the lead agency, and that the decision-making body reviewed and considered the information contained in the final EIR prior to approving the project; (3) The final EIR reflects the lead agency’s independent judgment and analysis; (4) adopt the Findings; (5) adopt the Mitigation Monitoring and Reporting Program; (6) adopt the Statement of Overriding Considerations; and (7) certify the EIR.

6) Analysis:

- a) General Discussion:** Pursuant to Oxnard City Code (OCC) Section 2-95, the Planning Commission is an advisory body which provides land use recommendations to the City Council on items such as General Plan Amendments, Specific Plans, Ordinance Amendments and Development Agreements.

The Teal Club Land Use Plan in Attachment B and the Land Use Designations in the below table show the proposed distribution of uses within the Teal Club Specific Plan Project area. The Teal Club Specific Plan also proposes a system of public facilities and service infrastructure to support the proposed development.

- b) General Plan Consistency:** The majority of the TCSP area is located in unincorporated Ventura County, with the exception of two parcels encompassing seven acres which are

located within the City of Oxnard. The TCSP area and the nine additional parcels south of Teal Club Road are designated Agricultural-Urban Reserve in the Ventura County General Plan.

Two parcels in the TCSP area are located in the City of Oxnard and the TCSP area is fully within the City of Oxnard Sphere of Influence and CURB. The Oxnard 2030 General Plan land use designations are residential low, low-medium, medium, and high; general commercial, park, public facility, business research park, and open space with an “Urban Village” overlay on the entire development area of the specific plan. The proposed project requires minor refinements to some General Plan maps to reflect the more detailed location of land uses and roadways within the proposed Teal Club Specific Plan Area. As defined in General Plan Goal CD-7, Urban Villages are intended to support “development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity.” General Plan Policy CD 7.1 specifically addresses the Teal Club site (in part):

CD-7.1 Establishment of Urban Villages: Six areas of the City are initially designated as Urban Villages. It is the intent of the Urban Village designation that specific or strategic plans for each area will be prepared in advance of the planning entitlement process. Additional Urban Villages and guidelines may be subsequently adopted by the City Council. Urban Villages are envisioned as characterized by:

- Infill and/or development of formerly agricultural land
- Reinvestment in the existing community
- Mixture of land uses
- Mix of residential densities and housing types
- Providing a minimum of 15% affordable housing
- Location along or near corridors, downtown, and transit nodes
- Transit, pedestrian, and bicycle circulation given high priority

The Oxnard 2030 General Plan includes additional goals and policies that apply specifically to the Urban Village designation and to the proposed project in general, as discussed further below and in the EIR (Section 4.9, Land Use and Planning).

The additional nine annexation parcels (11.4 acres) south of Teal Club Road are designated for Airport Compatible land uses. As described in the 2030 General Plan, this designation requires airport compatible land uses that do not interfere with airport operations or subject large numbers of persons to aircraft hazards. Airport Compatible uses need not be directly related to or dependent upon the adjacent airport. Uses must be consistent with the policies of the City; the Federal Aviation Administration (FAA); the California Department of Transportation (Caltrans), Division of Aeronautics; and the

Ventura County Airport Land Use Commission. Allowable uses are typically of a limited industrial or specialized commercial nature.

The project's consistency review with General Plan policies is included as Attachment E. The proposed project has been determined to be consistent with the General Plan and the property's land use designation.

- c) ***Teal Club Specific Plan:*** The Teal Club Specific Plan seeks to create a new community that carefully integrates multiple land uses in a walkable setting. The entire plan area is linked together by the east /west multi-use trail, Class II bike lanes, and neighborhood sidewalks. The design incorporates Urban Village concepts with an emphasis on highly-visible pedestrian routes and the interconnection of residential neighborhoods, community- serving commercial uses, recreational opportunities, the adjacent Oxnard School District educational facilities and on-site public transportation access. The following are some of the key areas of the TCSP, further details can be found in the Draft TCSP included as Attachment B.

Land Use and Zoning:

The TCSP was developed to be consistent with the 2030 General Plan and related City Master Plans and policies. The TCSP sets forth a proposed development program within 14 proposed Planning Areas (PA) for a mix of land uses on the approximately 149.72-acre TCSP portion of the project area. The TCSP area does not include the additional annexation parcels, totaling 11.4 acres south of Teal Club Road.

The following table provides a breakdown of the proposed land uses, followed by general descriptions of land uses. After the Local Area Formation Commission (LAFCo) approval of the annexation, the TCSP area Pre-Zoning would convert to City of Oxnard zoning.

Proposed Land Uses

**Table 2-3
 Proposed Land Uses**

Land Use	Maximum Density	Total Planned			
		Acres ¹	Units ²	Density	Square Feet
<u>TEAL CLUB SPECIFIC PLAN AREA</u>					
RESIDENTIAL					
PA-1 Detached Cluster Residential	10 DU/Ac.	17.52	140	8 DU/Ac.	-
PA-2 Detached Cluster Residential	10 DU/Ac.	10.01	80	8 DU/Ac.	-
<i>Subtotal Single-Family Detached</i>	-	27.53	220	-	-
PA-3 Attached Residential	18 DU/Ac.	9.60	145	15DU/Ac.	-
PA-4 Attached Residential	18 DU/Ac.	5.54	88	16 DU/Ac.	-
PA-5 Attached Residential	30 DU/Ac.	10.57	240	23 DU/Ac.	-
PA-11 Attached Residential	12 DU/Ac.	15.64	167	11 DU/Ac.	-
PA-12 Attached Residential	30 DU/Ac.	4.43	100	23 DU/Ac.	

Commercial/Mixed Use (Residential)	-	0.0	30	-	-
Subtotal Multi-Family	-	45.78	770	-	-
TOTAL RESIDENTIAL	-	73.31	990	-	-
(Affordable Units)			148³		
NON-RESIDENTIAL					
PA-8 Community Park	-	6.50	0	-	5,000 ⁵
PA-9 Community Park	-	3.50	0	-	-
PA-10 Community Park	-	7.38	0	-	-
Beverly Dr. Greenbelt		0.38	0		
Parks & Open Space Subtotal		17.76	0	-	5,000
PA-6 Commercial/Mixed Use	-	4.35	0	-	10,000
PA-7 Urban Village Commercial	-	4.43	0	-	50,000 45,000
Commercial/Mixed Use Subtotal	-	8.78	0	-	60,00055,000
PA-13 Business Research Park	-	6.19	0	-	88,000
PA-14 Business Research Park	-	2.92	0	-	44,000
Light Industrial Subtotal	-	9.11	0	-	132,000
Ventura Road	-	2.82	0	-	-
Doris Avenue	-	2.80	0	-	-
Patterson Road	-	0.30	0	-	-
Teal Club Road	-	7.20	0	-	-
Arterial Roadways Subtotal	-	13.12	0	-	-
Interior Roadways shown in Fig. 2-3	-	22.18	0	-	-
Detention Basins	-	5.46	0	-	-
Interior Roadways & Misc. Subtotal	-	27.64	0	-	-
TOTAL TCSP AREA	-	149.72	990	-	192,000
ADDITIONAL PARCELS SOUTH OF TEAL CLUB ROAD (see Subsection 2.5.2)					
Manufacturing Space	-	~5.7 ⁴	-	-	173,804
Warehouse Space	-	~5.7 ⁴	-	-	173,804
Additional Parcels Subtotal	-	11.4	-	-	347,608

Sources: Development Planning Services, July-2019²⁰²⁴; City of Oxnard, 2019²⁰²⁴.

PA = Planning Area

¹ Land use acres shown in this table are Net Area, measured from the right-of-way line of streets shown in the Teal Club Specific Plan Land Use Plan, Figure 2-3.

² The number of units within any residential land use area may be refined during the course of subsequent City review and approval, provided that the total number of units within the Specific Plan does not increase beyond that shown in this table, or subsequent CEQA analysis shows that the level of development would not result in new or substantially more significant impacts would occur requiring further CEQA review.

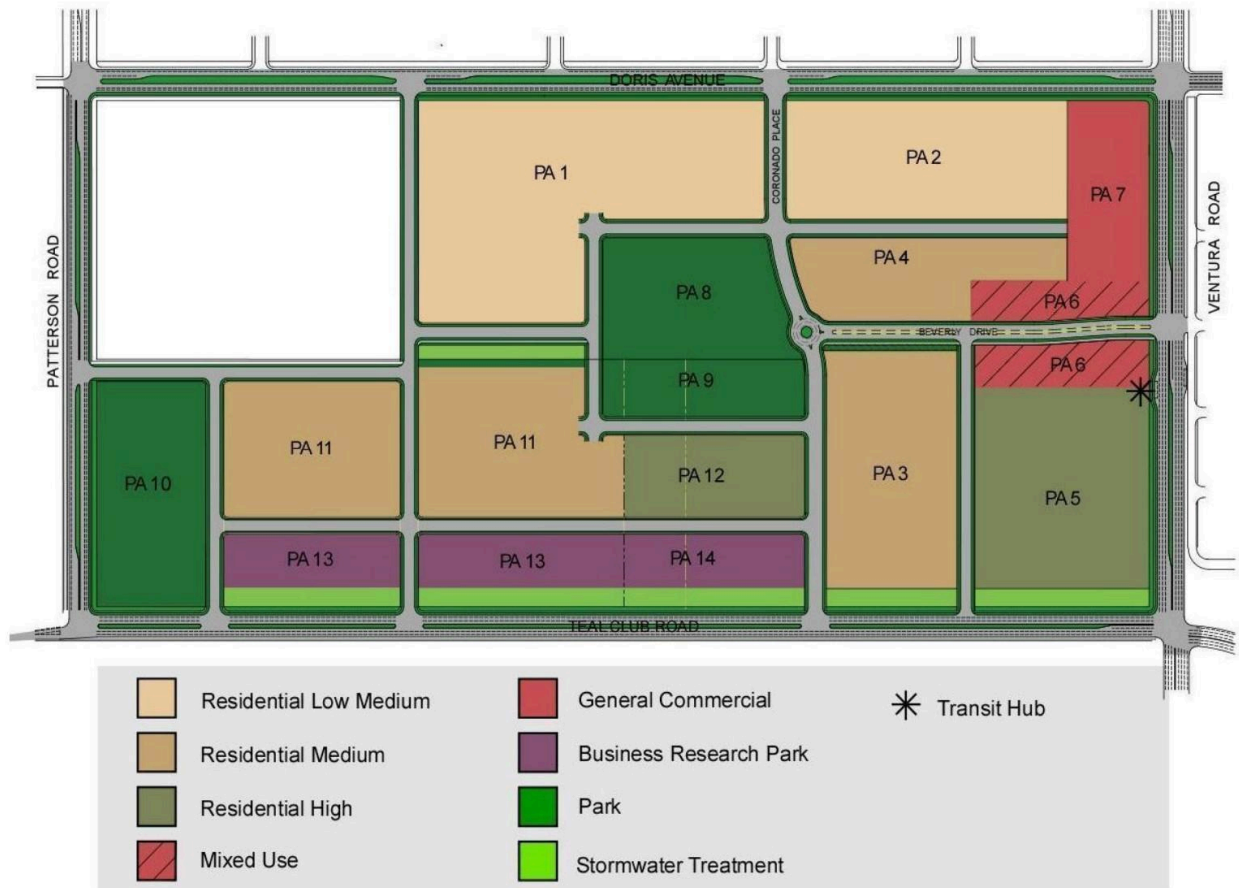
³ Includes approximately 148 affordable units. The affordable units would comprise 15% of the total project area residential development, as the entire residential project area is defined as "Urban Village". Affordable units would include very-low and low-income households. Levels of affordability would be approximately 40% Very-Low-income and 60% Low-income. Approximately 80-108 affordable units would be built as part of Phase 1 and 40 as part of Phase 2. Affordable units would be generally distributed between Planning Areas 5 and 6, 11 and 12.

⁴ Assumed half of 11.4-acre area for manufacturing space (5.7 acres) and half for warehouse space (5.7 acres)

⁵ For the purposes of this EIR, the analysis conservatively assumes that the estimated 5,000 square feet of park structures would be commercial/mixed use space.

The following map shows the location of each Planning Area within the Teal Club Specific Plan:

Proposed Teal Club Specific Plan Planning Areas



Residential Land Use: The TCSP envisions development of up to 990 residential dwelling units in a variety of densities and product types including both market-rate and affordable housing. A total of 148 affordable housing units, 15% of the overall project units, are included in the total unit count and would not, when combined with market rate units, exceed 990 total residential dwelling units. Affordable units would include very-low, and low-income households. Moderate rate units, for sale or for rent, may not be counted towards the affordable housing TCSP requirement but will be counted towards meeting the City's Regional Housing Needs Assessment (RHNA) for 2021 to 2029, once constructed.

In addition to single-family residential units, the TCSP includes single-family courtyard homes, single-family townhomes and multi-family condominiums and apartments. The detached single-family homes and townhomes (primarily low-medium density) would be located near Doris Avenue and the interior of the project site. The higher-density units (condominiums and apartments) would be placed on the easterly portion of the site along Teal Club Road and Ventura Road. Product highlights are below:

Two choices of detached two-story single-family homes are proposed as follows (in PA1 and PA-2):

- Single-family detached homes with minimum lot sizes of 2,500 square feet and maximum building area of 2,400 square feet; and
- Single-family detached courtyard homes with minimum lot sizes of 2,500 square feet and maximum building area of 2,400 square feet.

Multifamily attached dwellings (medium density in PA-3, PA-4 and PA-11 and high density in PA-5 and PA-12) would comprise approximately 33% of the residential units. In PA-3, PA-4, and PA-11 two and three-story townhomes and condominiums would be constructed with first-floor garages. These buildings would take access from alleys, and face either onto a street or a shared common open space paseo. Unit sizes are anticipated to range from 800 to 2,000 square feet. In PA-5, the applicant envisions multiple-story apartment buildings with a required density of up to 30 units per acre in accordance with the City's 2014-2021 Housing Element requirements for meeting the 2014-2021 RHNA

Commercial and Mixed Use: The TCSP includes up to 55,000 gross square feet (gsf) of retail, mixed use, and office uses on 8.78 acres (PA 6 and 7). The general commercial would be located in the eastern portion of the TCSP area along Ventura Road. The general commercial would be oriented around a public plaza and would be within walking distance of residential units and readily accessible to a new bus stop on Ventura Road. Typical commercial neighborhood retail and service uses could include a coffee shop, deli or sandwich shop, restaurants, dry cleaner, consumer electronics retail, mailbox/package business, flower shop, hair salon, or copy center. Leasing preferences and incentives may be required so that the commercial provides a mix of uses that reduce vehicle trips by residents

Business and Research Park: Up to 132,000 gsf of Business and Research Park uses on 9.11 acres (PA 13 and 14) are proposed in the southern portion of the TCSP, fronting Teal Club Road. Typical uses in the BRP zone include professional, administrative and high technology research and manufacturing uses along with limited commercial activities intended to support such uses. Service uses could include research and development; laboratories; out-patient clinics; printing or photocopying; administrative, financial, or medical offices; restaurants and delicatessens; business furniture and equipment sales;

florists; warehousing and distribution; automobile rental agencies; and adult day care facilities. Manufacturing and assembly uses could include electronics, ceramics/glass, light metal consumer goods, plastics and fabrics, and/or electronic instruments. Related uses could include drive-through services; convenience markets and drugstores; on-site alcohol sales; and private emergency medical facilities, among others. These uses would be subject to the City's zoning code and applicable reviews and approvals under existing uniformly applied procedures and regulations.

Parks and Open Space: The TCSP includes a 10-acre public Community Park (PA 8 and PA 9) with playground equipment, picnic tables, restrooms, and backstops and fencing for softball/baseball play and soccer use, or other similar facilities. Within the 10-acre public park, 1 acre (located within PA 8) will be reserved for residents within the Teal Club Specific Plan area, and may include development of up to 5,000 square feet for incidental structures such as a clubhouse or other community facilities. The remaining 9 acres will be a City park available to all residents of the City. An additional 7.38-acre park is proposed in PA 10. Within the residential and commercial PA's there is a 0.38-acre greenbelt. The greenbelt and neighborhood parks combine for a total of 17.76 areas of park and open space areas.

Affordable Housing:

In accordance with the Housing Element of the City's General Plan and the Urban Village criteria, the Teal Club Specific Plan residential component will require that 15% of the total residential development is affordable housing for very low and lower- income workforce households (defined as Very Low and Low Income Households). Of this fifteen percent total requirement, the following percentages of income levels shall apply: 40% - Very Low Income 60% - Lower Income. Affordable Housing Agreements shall be executed and covenants recorded as necessary to ensure that all Affordable Housing units within the Specific Plan remain affordable for a period of 55 years.

Development Standards:

The Development Standards are established to provide objective standards governing development of each of the Planning Areas. The Development Standards ensure that each neighborhood is developed consistent with the Zone Classifications outlined in Section 3.3 of the TCSP and within the density range of development in each Planning Area of the TCSP. For each Zone Classification the Development Standards define the allowable building height, setback requirements and other standards to be met in site planning for each Planning Area. As proposed the TCSP allows for deviations from these standards subject to approval of a Residential Planned Development permit approved by the Planning Commission. Below is a table summarizing the development standards for the various zones with the TCSP:

Table 3-4 Development Standards Summary							
Zoning	R-2 Detached Cluster	R-2 Attached Condo	R-3	R-4	Mixed Use	C-2 ⁵	BRP
Maximum Density	12	12	18	30	18	N/A	N/A
Maximum Height	30 ft. ¹	30 ft. ¹	45 ft. ¹	50 ft. ¹	45 ft. ¹	35 ft. ¹	35 ft.
Minimum Lot Area	2,500 sf	N/A	N/A	N/A	N/A	10,000 sf	20,000 sf
Minimum Lot Frontage	40 ft. ²	N/A	N/A	N/A	N/A	N/A	100 ft.
Minimum Lot Width	40 ft. ²	N/A	N/A	N/A	N/A	N/A	100 ft.
Minimum Lot Depth	50 ft. ²	N/A	N/A	N/A	100 ft.	N/A	100 ft.
Private Open Space	150 ft. ³	150 sf ³	100 sf ³	50 sf ³	50 sf ³	N/A	N/A

Note: Overall developed residential building footprint coverage of the Specific Plan cannot exceed 25% of the total residential area of the Specific Plan, calculated inclusive of streets, paved areas, parks, landscape, open space and private yards, in accordance with the Oxnard Airport Master Plan. Commercial and Industrial uses cannot exceed 50% building footprint coverage of the total Commercial and Industrial use areas.

Set-back Requirements ⁵							
Front Building	10 ft.	10 ft.	10 ft.	15 ft.	0 ft.	10 ft.	30 ft.
Front Porch	10 ft.	10 ft.	N/A	N/A	N/A	N/A	N/A
Garage	18 ft. ⁴	3 ft.	3 ft.	3 ft.	N/A	N/A	N/A
Side	5 ft.	5 ft.	5 ft.	5 ft./story	5 ft./story	5 ft.	Equal to bldg height
Rear	5 ft.	5 ft.	5 ft.	5 ft./story	5 ft./story	15 ft.	20 ft.
Front-to-Front	25 ft.	25 ft.	25 ft.	30 ft.	25 ft.	N/A	N/A
Patio Cover	5 ft.	5 ft.	5 ft.	N/A	5 ft.	N/A	N/A

General Note: Allowed uses within all zoning classifications shall be consistent with those allowed or conditionally allowed by Chapter 16 of the City of Oxnard Municipal Code. All projects within the Specific Plan require Development Design Review. In addition, approval of a Special Use Permit shall be required for any conditionally allowed uses or any deviations from the Development Standards within the Specific Plan. Any deviations from the Residential Development Standards of this Specific Plan require approval of a Residential Planned Development (RPD) Permit as defined in City of Oxnard Municipal Code Division 12 Residential Planned Unit Developments. The Setback Requirements of this Specific Plan shall be applied as the minimum requirements for projects within the Specific Plan, unless modified by an Special Use Permit. Such conditions that concern numerical standards shall not increase or decrease by more than 25 percent the requirements that apply in the basic zone.

Footnotes:

1. Additional height allowed subject to approval of a Special Use Permit and conformance with FAA requirements.
2. Decreased dimension allowed subject to approval of a Special Use Permit.
3. Private Open Space defined as residential unit patio, porch and / or balcony with a six-foot by six-foot minimum dimension.
4. Garage set-back must be greater than the building set-back from street frontage property line.
5. Development within PA8 park area would be subject to C-2 Zone Standards.

Design Guidelines:

Building Design: Architecture is a key component of the appearance of the Specific Plan area. The design guidelines provide general design criteria and promote visual compatibility while allowing for individuality and architectural diversity. Four architectural styles form the basis for these design guidelines: (1) Craftsman, (2) Traditional, (3) Spanish Colonial Revival, and (4) Monterey. Creative, contemporary interpretation of these styles is strongly encouraged. All homes shall provide solar panels and be pre-wired to accommodate electric vehicle plug-in portals.

The architectural styles chosen for development within the Teal Club Specific Plan area have remained popular over time and are consistent with the prevailing history and design character of the region and the nearby Oxnard Historic District. They are intended to provide direction to the architect, while allowing latitude in the interpretation of the style. The styles represented are not intended to be prescriptive, but are intended to provide inspiration and encouragement. Additional architectural styles may be considered, subject to approval by the Community Development Director. Contemporary themed architectural styles are recommended in the Specific Plan Business Research use planning areas.

The mixed-use area is envisioned as a gathering place consisting of a combination of single buildings and building groups with landscape and hardscape details as a focal point. The ambiance of the mixed-use zones shall be open-air, inviting, and accessible to the public. The most desirable design will utilize combinations of construction materials and accent features such as brick, stucco, wood, or stone. Heights will vary from one to three-stories and façades will be modulated to create the desired “village” environment. Contemporary interpretation of the Traditional or Spanish Colonial Revival theme will build upon this ambiance and allow architectural variety in the mixed-use area.

Landscaping and Open Space: The Teal Club Specific Plan landscape elements will recall the Coastal California theme through the use of native and naturalized plant materials. This Coastal California sense will incorporate species that are already well established, including a variety of traditional trees, shrubs, and grasses historically found in the area. Plant selection factors include compatibility with local soils, the micro- and macro climates throughout the site, the plant’s ability to merge into the existing natural environments, and drought tolerance.

There are two public parks in the TCSP area: the Phase 1 and 2 portions of the ten-acre centrally located Neighborhood Park and the 7.3 acre Phase 2 southwest area park. The TCSP includes a central east-west greenbelt that creates a visible connection for public

gathering, organized recreation, walking, and biking. Turf play areas, playground equipment, bathrooms, and picnic tables will be incorporated into these parks, subject to final design approval by the City of Oxnard. One acre of the Phase 1 park spaces will be allocated for the residents of the Teal Club development. Private recreation facilities shall be included within each multi-family project to meet a portion of recreational needs as determined during the Planned Development Permit approval process.

Signage: Signage for the Teal Club Specific Plan is intended to clearly identify entry to the community and reinforce the natural open space character of the plan area. The location and design of all entry signs will be directed at establishing gateways to the plan area.

Permanent signs for residential uses include neighborhood identification signs placed in intersection parkways and street address numerals attached to walls, in accordance with the sign regulations of the City of Oxnard Zoning Code, Fire, and Police requirements. For non-residential signage, the City of Oxnard Sign Ordinance shall apply to the Teal Club Specific Plan. The TCSP includes additional requirements for the Mixed Use, C-2 and BRP zones

Infrastructure & Community Services:

Circulation and Parking:

The TCSP has two types of street categories: Collector Streets (both Commercial/Industrial and Residential), and Local Streets.

Collector Streets within the Specific Plan area will provide two travel lanes in a 80-foot right-of-way and a curb-to-curb pavement; landscaped parkway with a sidewalk are typically provided.

Local streets are public streets located within the Specific Plan area. Local Public Streets provide access to residential and recreational land uses. They typically have a right-of-way width of 66 feet and a curb-to-curb pavement with a parkway and a sidewalk. Local Private Streets within individual planning areas are allowed with street widths of 36 feet or less curb-to-curb, subject to City of Oxnard approval.

The TCSP requires improvements to the roadway network located outside the Specific Plan area. Intersection improvements would be required at Doris Avenue/Victoria Avenue and Teal Club Road/Victoria Avenue. All roadways surrounding the TCSP area (Ventura Road, Patterson Road, Doris Avenue, and Teal Club Road) would be widened to 2030 General Plan Circulation Element standards adjacent to the TCSP site on the seven Teal Club parcels. Where Teal Club Road continues to the west (between Patterson Road and Victoria Avenue), approximately 40 feet of additional right-of-way would be required for the ultimate future road width along the north side of Teal Club Road. No additional right-of-way is needed along the south side of Teal Club Road and along the north side of Doris Avenue between Ventura Road and Patterson Road. Along the west side of Patterson Road 1,000 feet north of Teal Club Road and extending to Doris Avenue, approximately 20 feet of land would be needed for additional right-of-way and the ultimate future design width of Patterson Road. Refer to the TCSP (Section 4.13, Transportation and Traffic) for additional information on roadway configurations.

Development is not proposed at this time. Parking for development projects will be reviewed at the time of development review.

A key component of the TCSP circulation plan is a transit hub at the southwest corner of the intersection of Ventura Road and Beverly Drive. The transit hub will be adjacent to the Mixed-Use entry buildings and include a full bus turn-out and bus shelter for the south-bound Gold Coast Transit Ventura Road route as well as a public plaza with bike racks and seating areas to encourage local resident daily use of the public transportation system. A separate bus shelter will be provided on the east side of Ventura Road to serve the north-bound Gold Coast Transit Ventura Road route.

Off-site Improvements and Utilities:

Public Roads:

Intersection improvements would be required at Doris Avenue/Victoria Avenue and Teal Club Road/Victoria Avenue. All roadways surrounding the TCSP area (Ventura Road, Patterson Road, Doris Avenue, and Teal Club Road) would be widened to 2030 General Plan Circulation Element standards adjacent to the TCSP site on the seven Teal Club parcels. Where Teal Club Road continues to the west (between Patterson Road and Victoria Avenue), approximately 40 feet of additional right-of-way (approximately 1.5 acres total) would be required for the ultimate future road width along the north side of Teal Club Road (portions of APNs 183-0-070-01, 183-0-060-12, 183-0-060-24, 183-0-060-25, 183-0-060-26, , 183-0-060-32, 183- 0-060-39, 183-0-060-45). No additional right-of-way is needed along the south side of Teal Club Road and along the north side of Doris Avenue between Ventura Road and Patterson Road. Along the west side of Patterson Road 1,000 feet north of Teal Club Road and extending to Doris Avenue, approximately 20 feet of land (approximately 0.3 acres) would be needed for additional right-of- way and the ultimate future design width of Patterson Road (portion of APN 183-0-070-01). Refer to Attachment D (FEIR) Section 4.13, Transportation and Traffic, for additional information on roadway configurations.

Potable Water:

The City of Oxnard's "water neutrality" policy requires the TCSP proponent to demonstrate access to water supplies meeting or exceeding projected demand. Under the policy, a development can be water neutral by meeting its projected demand through one or more of following: (1) existing Fox Canyon Groundwater Management Agency (FCGMA) groundwater allocations that are transferred to the city; (2) contributing to increased efficiency by funding water conservation or recycled water retrofit projects; (3) providing additional water supplies; or (4) any combination of these options. The Project Proponents anticipate complying with the premise of the City's Water Neutrality Policy via transfer of ground water extraction allocations to the City. To provide adequate potable water for the TCSP, the existing agricultural water rights in the TCSP area would be transferred for municipal and industrial uses to the City of Oxnard. The agricultural water rights for each property would be transferred to the City after approval of a Final Tract Map and prior to the start of construction. Existing water mains in Doris Avenue, Ventura Road and Teal Club Road would be expanded to provide potable water service to the entire TCSP area, including extensions along Teal Club Road and Patterson Road and in new streets. The Annexation area south of Teal Club Road would also be required to transfer any existing water rights to the City with Annexation.

Recycled Water:

Development of the TCSP and the additional annexation area south of Teal Club Road

was included in the City's long range 2010 Urban Water Management Plan (UWMP). Any potable water required beyond that anticipated by the 2010 UWMP, as subsequently updated in the 2015 and 2020 UWMP's, must be provided by the project proponent or subsequent owners of interest by permanently offsetting other potable water users, or in a manner acceptable to the Director of Public Works. Currently, the City is working toward alternative strategies for use of recycled water.

Wastewater:

The City would provide sanitary sewer treatment service for all development. All existing and proposed wastewater lines would connect to the Oxnard Wastewater Treatment Plant on Perkins Road. The east side of the TCSP area would connect to the Redwood trunk line in Ventura Road, the TCSP west side would connect to the trunk line in Victoria Avenue. The exact configuration of the sewage collection system for the project would be determined at the time subsequent tract maps and projects are reviewed and approved.

Drainage:

Stormwater from the on-site agricultural fields currently drains to the west and south from a manmade channel along the southern boundaries of the TCSP area. Conceptually, the area would generally drain into new storm drains within Teal Club Road and Patterson Road, with additional stormwater management provided by the proposed retention and on-site infiltration areas shown on the above Proposed Teal Club Specific Plan Planning Areas map labeled as "stormwater treatment" areas. The precise configuration of the drainage system would be determined with the review and approval of each phase of the TCSP. All facilities within the TCSP area would be funded, permitted, and maintained by a Master Property Association, Community Facilities District, or other private entity as approved by the City.

Implementation:

Entitlements:

All development within the Teal Club Specific Plan area is subject to the standards and guidelines in this Specific Plan. All projects within the Specific Plan require Development Design Review. In addition, approval of a Special Use Permit shall be required for any conditionally allowed uses or any deviations from the Development Standards within the Specific Plan. Any deviations from the Residential Development Standards of this Specific Plan require approval of a Residential Planned Development (RPD) Permit as defined in City of Oxnard Municipal Code Division 12 Residential Planned Unit Developments. The Setback Requirements of this Specific Plan shall be applied as the minimum requirements for projects within the Specific Plan, unless modified by a Special Use Permit.

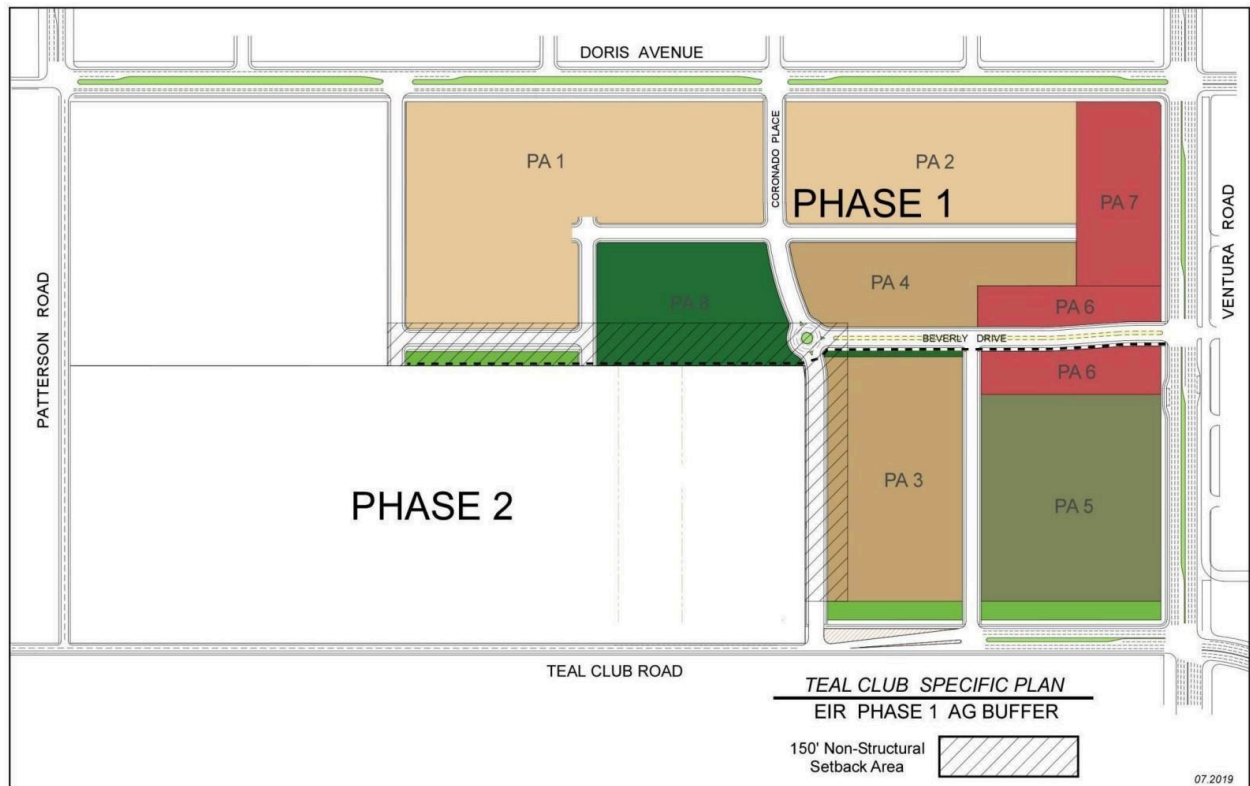
As part of the discretionary permit review process (i.e., staff review, Development Design Review permit, Special Use Permit, subdivision map approval, etc.), the City of Oxnard shall review project submittals for consistency with these standards and guidelines. Subdivision maps and related discretionary permits shall be processed in accordance with the procedures established by the City of Oxnard and defined within the City of Oxnard Municipal Code.

Development Phasing and Timing:

To prepare the TCSP site, the existing structures (residences, barns, and other agricultural accessory buildings) and crops would be removed. The TCSP area would be graded to raise and adjust the topography as needed for each Planning Area to accommodate development. Development is planned in two phases (see below Proposed Specific Plan Phasing Plan). Phase 1 includes development of property owned by the Borchard Family Interests, which consists of approximately 91.83 acres of the 149.72-acre TCSP area. Grading and improvements to Phase 1 would begin in 2025 and construction of homes would begin in 2026 for each of the Planning Areas within Phase 1.

Phase 2 includes the remainder of the proposed TCSP area owned by three other parties, which have been notified of the proposed project but have not been part of the entitlement process to date. As shown in the below Proposed Specific Plan Phasing Plan, Phase 1 development of the TCSP includes the majority of public benefit amenities, including 6.5 acres of the 10-acre City Community Park and the commercial/retail/office urban village center.

Proposed Specific Plan Phasing Plan



The TCSP document includes detailed diagrams and text to provide for phased implementation.

No development proposals are pending for the additional annexation area south of Teal Club Road; thus, a schedule cannot be identified for their potential development following annexation and pre-zoning. For environmental review purposes and for a conservative analysis, development of this area is assumed to occur roughly concurrently with the Phase 2 buildout and to occur by 2030.

d) *Annexation*

The proposed project includes annexation of a 142.72-acre collection of five agricultural parcels and an additional nine parcels (11.4 acres combined) south of Teal Club Road currently within the County of Ventura into the City of Oxnard. Overall, the entire project area is 161.12 acres (149.72-acre TCSP area plus the 11.4-acre additional Annexation area).

The additional nine parcels (11.4 acres combined) to be annexed south of Teal Club Road are currently characterized by a mix of vacant land and existing small residential and industrial developments. Annexation would result in a more logical City boundary so as not to create an unincorporated “island.” These parcels are currently located in a “cut-out” shape that forms an irregular boundary line. As part of the annexation, the entire project area will be annexed into the City’s utilities, including the Calleguas Municipal Water District.

e) *Pre-Zoning*

The project includes Pre-Zoning of the additional nine parcels (11.4 acres combined) to be annexed south of Teal Club Road. Upon annexation, these nine parcels would be zoned Light Manufacturing (M-1) by the City of Oxnard. City permitted uses for the M-1 District are listed in OCC Section 16-163 and include manufacturing facilities, machine shops, assembly and production facilities, warehouses, automobile, aircraft or boat assembly or repair, and research and development operations, among others. All uses, with the exception of parking, must be conducted within an enclosed building unless otherwise approved by a Special Use Permit. Pursuant to OCC Section 16-168, “Obnoxious industrial uses, which adversely affect the environment or which exhibit an unusual degree of hazard,” are expressly prohibited in the M-1 Zone.

According to the City of Oxnard City Code (OCC), maximum building heights in the M-1 zone are 55 feet (OCC Section 16-164, although airport-related height restrictions may apply, reducing this in practice for the TCSP area and nine additional parcels to be annexed). Pursuant to the OCC, the maximum lot coverage in the M-1 zone is 70% (OCC Section 16-164). The existing residential uses would not be conforming because residential uses are not encouraged by the Oxnard Airport Comprehensive Land Use Plan in this proximity to runways.

Although no changes are proposed on any of these parcels, after annexation the property owners would have the option of submitting applications to develop their properties with the uses and at the densities allowed in the City’s zoning regulations for the M-1 Zone

District.

Since future development is anticipated at some point, the EIR assumes that the entire area would eventually be developed. Based on the M-1 zone standard of 70% maximum lot coverage and the area of the nine parcels (11.4 acres, or 496,584 square feet), the maximum potential buildout would be 347,608 square feet. For environmental review purposes, assumed buildout would be half manufacturing space (173,804 square feet) and half warehouse space (173,804 square feet).

- f) *Development Agreement:*** The Development Agreement would generally provide the framework for financial commitments paid to the City, allow for fee modifications, define future affordable housing requirements, outline timing and required infrastructure improvements, and maintenance requirements for the project. The Development Agreement would not change the physical elements of the project or result in physical environmental effects.
- 1) **Term of Agreement:** the agreement will remain in effect for ten years, and upon request prior to the end of those ten years, the City Manager may grant a time extension until the project is completed, but not to exceed an additional ten years. The total period of the term will not exceed a cumulative twenty year period.
 - 2) **Vested Right to Develop the Project:** the City grants the developer the vested right to develop the property subject only to the rules in the Development Agreement. This does not preclude future regulations due to public health and safety which are applied evenly throughout the City. This will limit the City's future ability to regulate the development of the project.
 - 3) **Development Impact Fees and Exactions:** the developer may transfer fee credits to future buyers of the property, development impact fees will be paid upon issuance of building permits, and the developer will construct the seven acre park space located in the Phase 1 portion of the property so that it is ready for use by the public and acceptance by the City.
 - 4) **Project Infrastructure:** the developer shall construct at its own expense, all infrastructure improvements that are specifically required for the development as specified in the TCSP and mitigation measures in the EIR.
 - 5) **Development of the Property:** the property will be developed according to the TCSP, with a special review process for new developments to ensure compliance with the Specific Plan and EIR, expedited plan check process for an increased fee, development of public improvements as required by maps so that the City will have sufficient capacity in its infrastructure to provide hookups or service to all development within the project area.
 - 6) **Financing District and Maintenance Allocation:** the City will form at least one Community Facilities District over the property for funding construction and maintenance of the Phase 1 public park, sewer lift station, and other common facilities agreed by the developer and City. The City will maintain public streets,

- including perimeter street medians, while the applicable homeowners association will maintain the private streets and a Master Homeowner's Association will maintain public street parkways located immediately adjacent to the project area and water quality basins, while the Finance District will maintain the Phase 1 park, while the sewer lift station will be publicly maintained.
- 7) Phasing of Affordable Housing: the future development will include 15 percent of the total dwelling units constructed (consituting a minimum of 108 Affordable units) affordable to Very Low Income Households and Low Income Households as rental units located in Planning Area 5 or 6. The units shall remain Affordable Housing for a period of 55 years. The developer will obtain Building Permits for all of the required Affordable units prior to the City issuing the Certificate of Occupancy for the 300th market rate unit. The developer will obtain a Certificate of Occupancy for the minimum required 108 Affordable units prior to the City issuing the Certificate of Occupancy for the 500th market rate unit.
 - 8) Phasing and Maintenance of Public Park: the developer will complete the park space and related roadway improvements to allow vehicular and ADA-compliant pedestrian access prior to issuance of the Certificate of Occupancy for the 300th market rate unit. The maintenance of the park will be provided by a Financing District, or a Homeowners Association until the Financing District is in place.
 - 9) Farmland Mitigation Fee: the development of the property will result in the permanent loss of farmland. Thus, the developer will pay a fee to the City for the construction of Affordable housing units within the City that will provide housing for farmworkers.
 - 10) Sewer Lift Station and Sewer Collection System: the development of the property may include a sewer lift station to serve only the future development within the property unless otherwise agreed to by the City and developer. The sewer lift station will be publicly maintained.
 - 11) Infrastructure and Facility Maintenance: Within the project area, the City will be responsible for maintaining the public road pavement, sidewalks, and public utilities within the public roads, and the Master Homeowners Association will be responsible for maintaining all public parkways and medians in the public streets, all private streets inside the project area, and all private utilities within the private streets.
 - 12) Local Preference in Marketing and Hiring for Construction of the Project: the developer agrees to the Local Buyer and Local Hire Preferences to increase the availability of new for sale housing units to people who live or work within the City and to facilitate the hiring of local contractors, employees, and tradespeople.
 - 13) Police and Fire Mitigation Fee: The developer agrees to provide proportional funding for increased fire response capacity and to offset the costs of increased staffing for fire and police services generated by the project.

g) *Airport Land Use Commission Actions:* The TCSP area is located within the land use planning area for the Oxnard Airport and requires approval by the Ventura County

Airport Land Use Commission (ALUC). On May 19, 2022, the City of Oxnard referred the Teal Club Specific Plan to the Ventura County Transportation Commission acting in its role as the ALUC to determine if the project is consistent with the Airport Comprehensive Land Use Plan (ACLUP) (Attachment L). On July 8, 2022, the ALUC held a public hearing to review the Teal Club Specific Plan and made a determination that the Teal Club Specific Plan is consistent with the ACLUP (Attachment M).

- 7) **Development Advisory Committee:** The proposed project does not include development at this time. When development is proposed within the Teal Club project area, that development will be subject to the Zoning Code development standards. Any proposed development subject to Zoning Code development standards will be reviewed by the Development Advisory Committee when the application is filed.
- 8) **Public Meetings:** On March 10, 2022, the applicant and City staff attended a meeting of the Cabrillo Neighborhood Council to discuss the proposed project. The meeting was primarily for the applicant to provide information regarding the project to the adjacent neighborhood, and City staff was in attendance to provide information regarding the Planning entitlement process.
- 9) **Community Workshop:** On April 18, 2022, the Project was presented to the public during a Community Workshop meeting. Although the project site is not currently located within a General Plan Neighborhood, the project site is located adjacent to the Cabrillo, Fremont North, and Fremont South General Plan Neighborhoods. When the Teal Club Specific Plan area is annexed to the City, it will become a General Plan designated Neighborhood. Thus, the applicant mailed notice of the meeting to residents within the Cabrillo, Fremont North, and Fremont South Neighborhoods. Notice of the meeting was also posted on the site at two separate locations. During the meeting, commenters submitted verbal and written testimony. The comments were generally related to the following topics: traffic, noise, aircraft accidents, and agricultural land use compatibility. Public comment letters are included as Attachment N. These public comments are the same as the comments that have been addressed in the EIR. The information in the letters does not change staff recommendation.
- 10) **Noticing and Public Comments:** Consistent with public noticing requirements, the Planning Commission Hearing was advertised with on-site postings in three locations and by mail to property owners within 300 feet of Project Site. Following the end of the public comment period for the Draft EIR, the City received 10 comment letters regarding the proposed project (Attachment N). Since the release of the notice of this public hearing, Planning Staff has received no further comments regarding the proposed Project.
- 11) **Appeal Procedure:** The requested actions are recommendations to the City Council. As the Planning Commission does not take formal action, but recommends an action to the City Council, an Appeal procedure is not necessary.

Attachments:

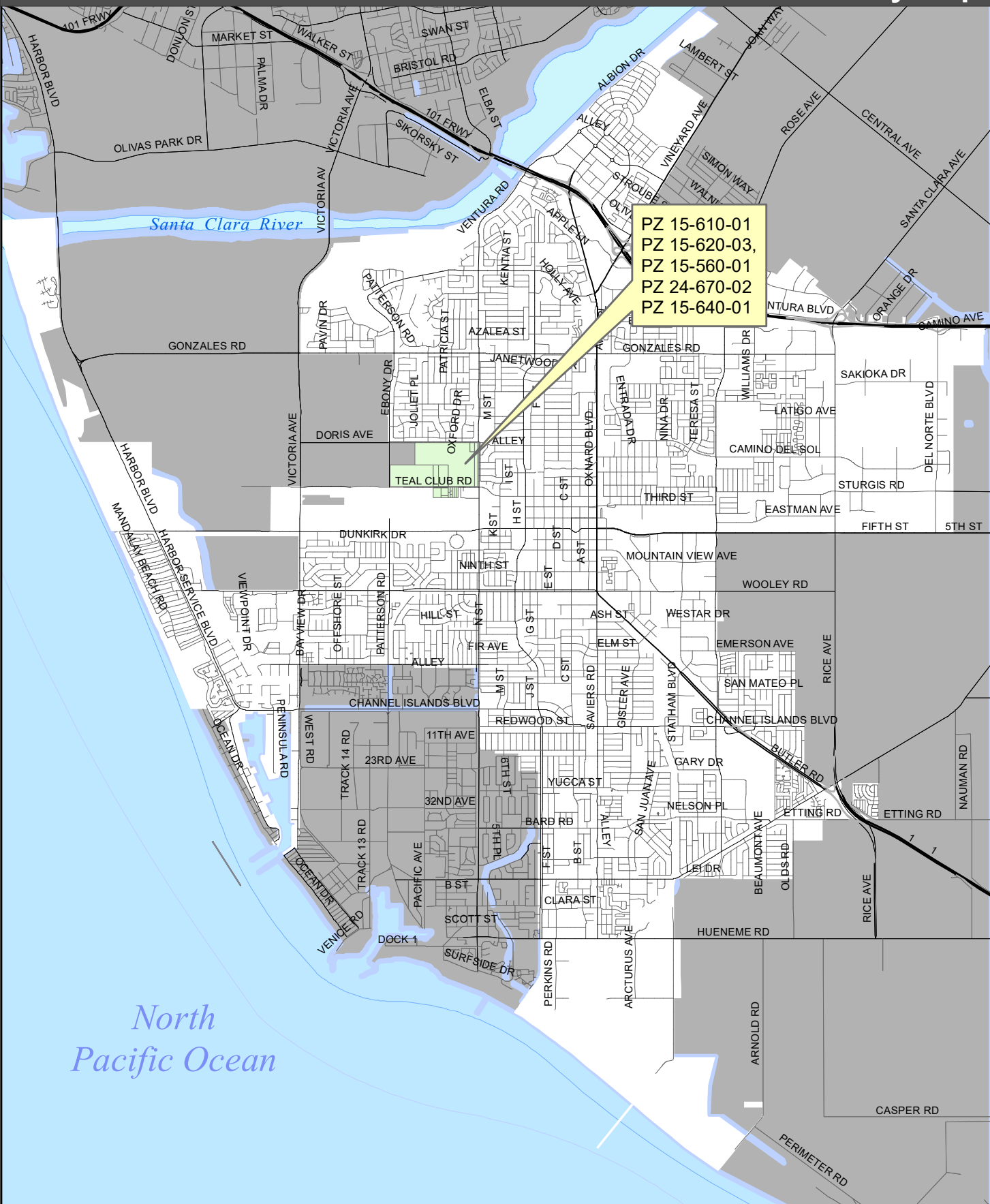
- A. Maps (Vicinity, General Plan, Zoning, Aerial)
- B. Teal Club Specific Plan
- C. Development Agreement
- D. Final Environmental Impact Report No. 2015-01
- E. General Plan Consistency Table
- F. Draft General Plan Amendment Resolution No. 15-620-03
- G. Draft Pre-Zoning Resolution No. 15-560-01
- H. Draft Specific Plan Resolution No. 15-640-01
- I. Draft Development Agreement Resolution No. 24-670-02
- J. Draft Annexation Resolution No. 15-610-01
- K. Draft Resolution Certifying Environmental Impact Report No. 2015-01
- L. Oxnard Referral Letter to Airport Land Use Commission Letter dated May 19, 2022
- M. Airport Land Use Commission Determination Letter dated July 11, 2022
- N. Public Comment Letters
- O. Staff Presentation

ATTACHMENT

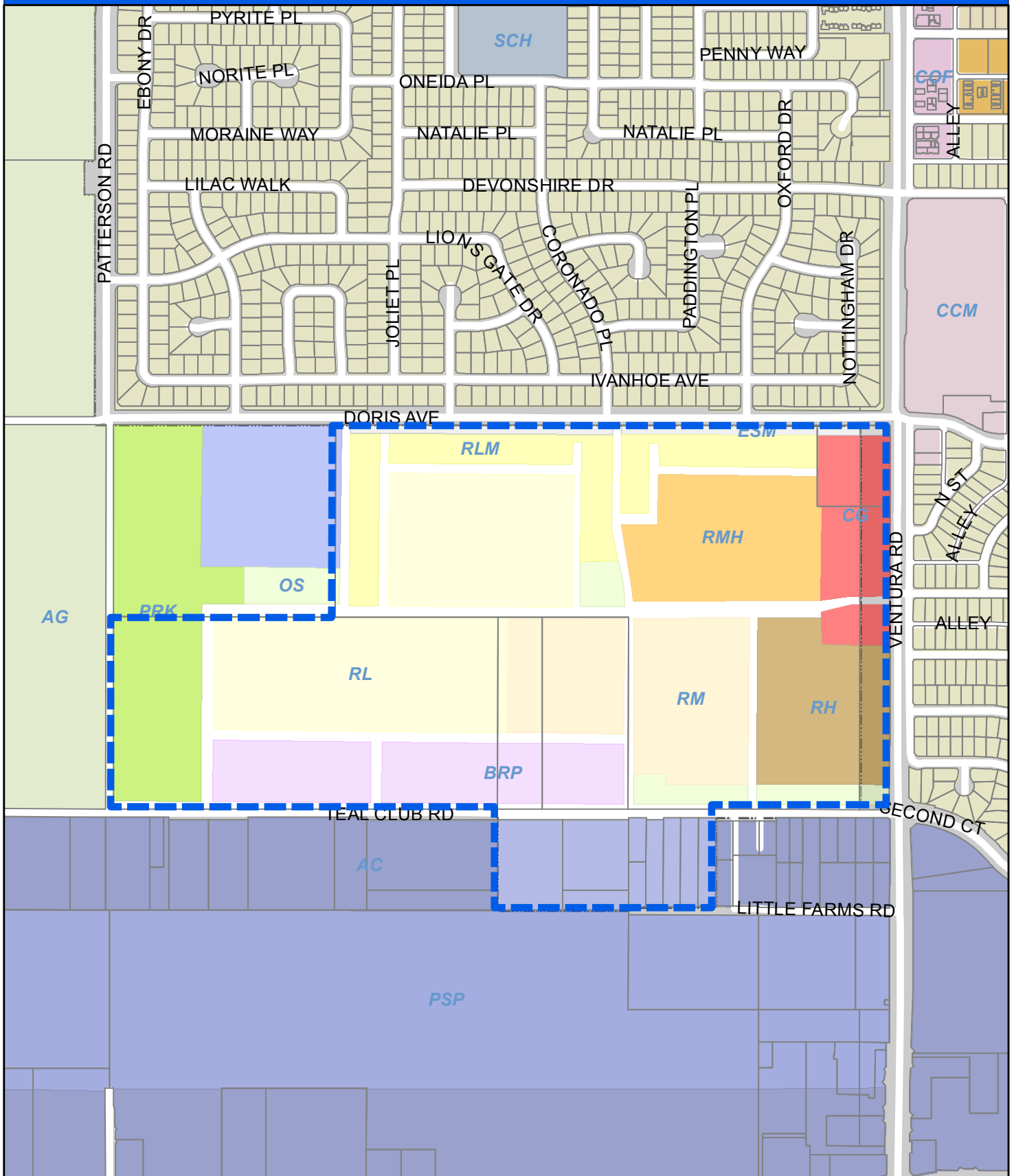
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MAPS

(VICINITY, GENERAL PLAN, ZONING, AERIAL)

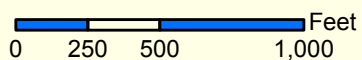


2030 General Plan Land Use Map



Oxnard Planning
April, 4, 2022

PZ 15-640-01, 15-620-03,
15-560-01, 15-610-01
Location: Teal Club

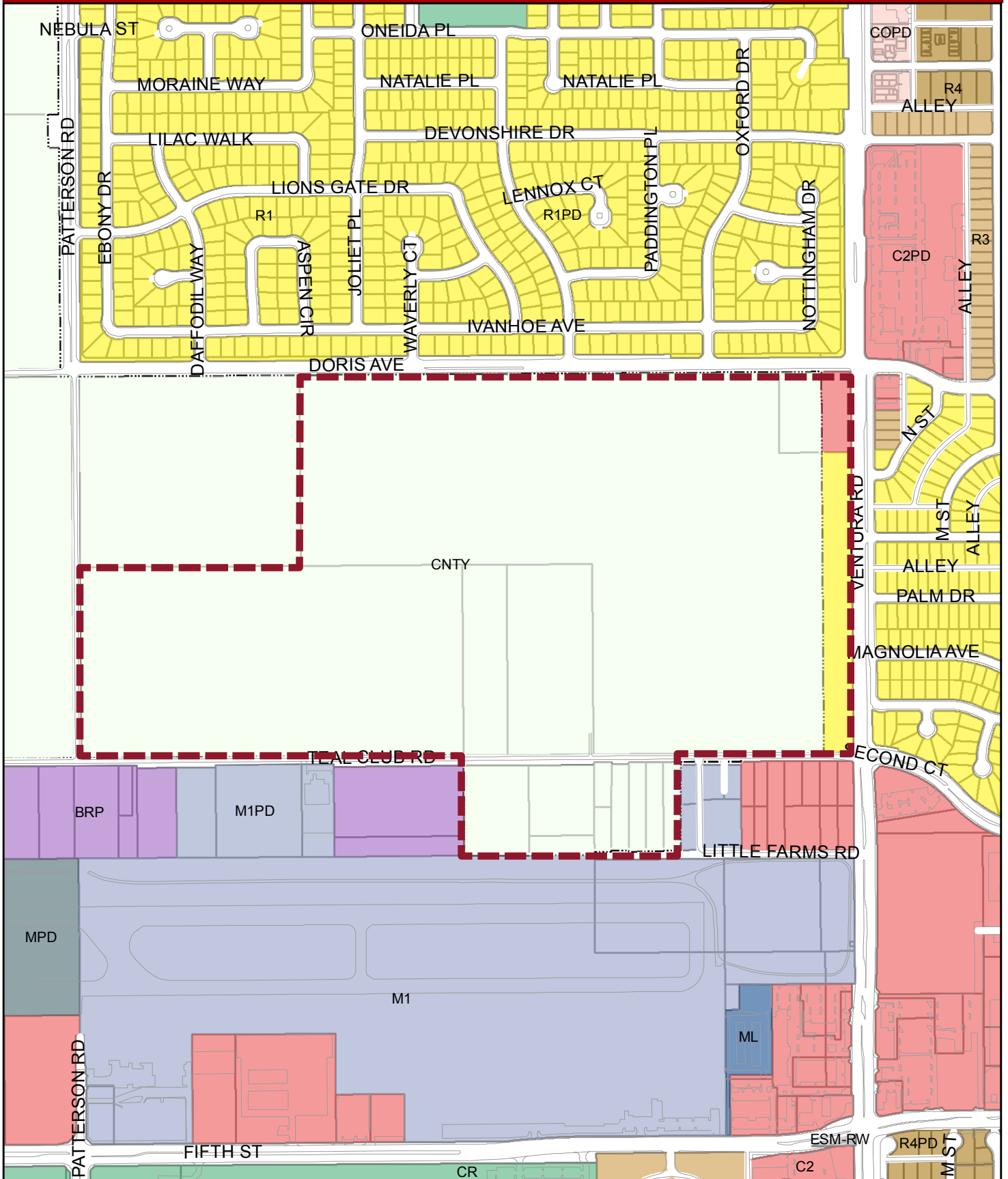


2030 General Plan Land Use Map



1:8,000

Zoning/Specific Plan Map



Oxnard Planning
April 4, 2022

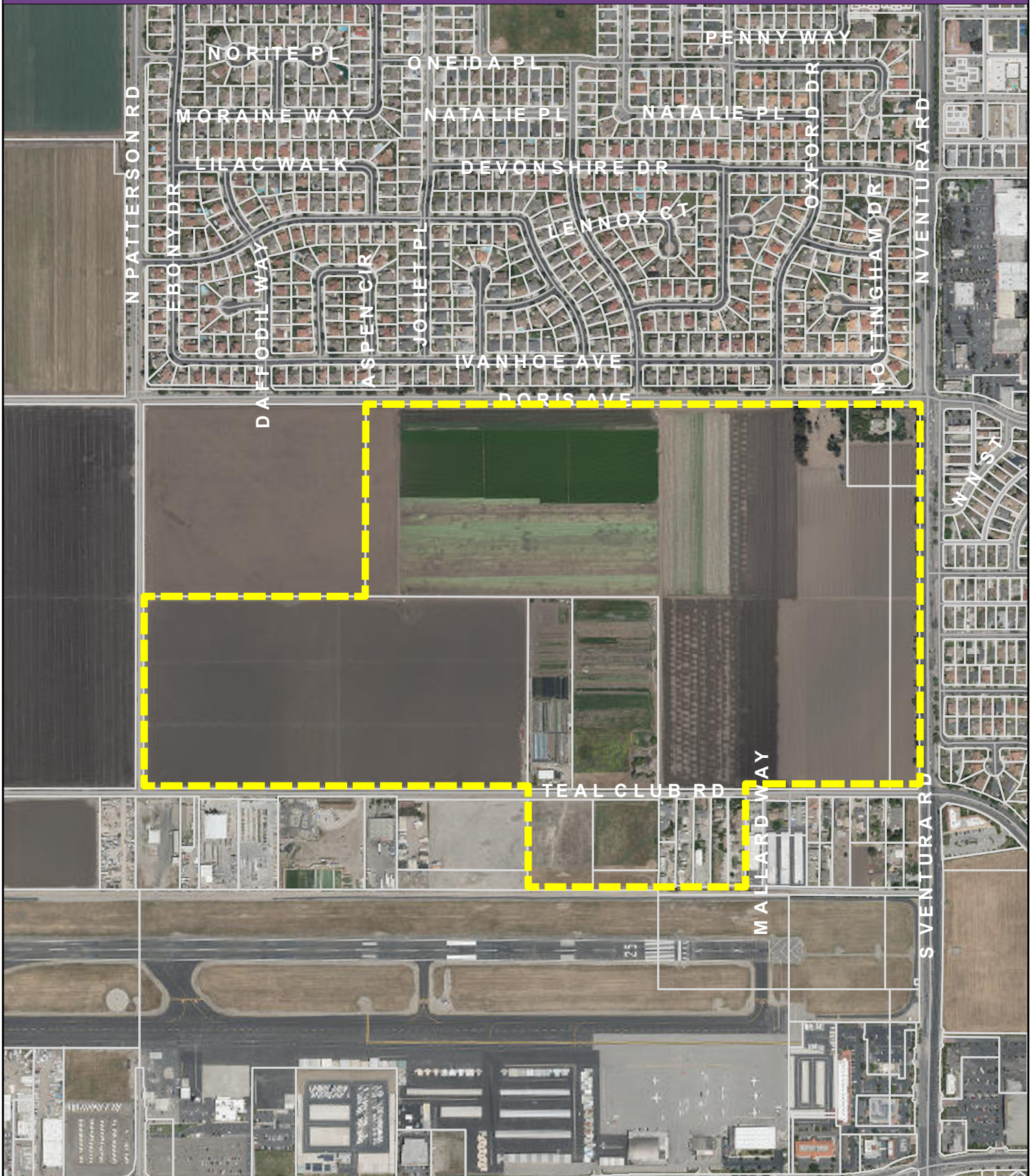
PZ 15-640-01, 15-620-03,
15-560-01, 15-610-01
Location: Teal Club

0 125 500 750 1,000 Feet

Zoning/Specific Plan Map



1:8,000



ATTACHMENT B

TEAL CLUB SPECIFIC PLAN



TEAL CLUB SPECIFIC PLAN

Prepared for:
City of Oxnard
Development Services

Prepared by:
Development Planning Services, Inc.
Camarillo, California 93012

May 2024

Final Planning Commission FEIR version November 2024
Development Planning Services, Inc. © 2023





TEAL CLUB SPECIFIC PLAN

Prepared for:
City of Oxnard
Development Services

Prepared by:
Development Planning Services, Inc.
Camarillo, California 93012

May 2024

Planning Commission FEIR version November 2024
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1

INTRODUCTION

1.1 PURPOSE OF THE SPECIFIC PLAN

The Teal Club Specific Plan provides the City of Oxnard with a comprehensive planning document to direct the orderly development of the 149.7-acre property known as the Teal Club Planning Area (see Figures 1-1 and 1-2). The Specific Plan provides a conceptual land use plan, development standards, guidelines, and programs to ensure that this area of the city is developed in a manner consistent with the goals, objectives, principles, and policies of the City of Oxnard 2030 General Plan (referred to in this document as the General Plan).

The Specific Plan allows development of a variety of residential, mixed-use, neighborhood commercial, industrial and recreational uses within the Specific Plan area. The guidelines and standards contained in this Specific Plan will ensure that these uses, and the associated infrastructure elements and public spaces are planned and designed in an integrated manner.

Creating a walkable Urban Village is a primary goal of this Specific Plan. In order to ensure long-term sustainability the Specific Plan shall incorporate policies of both the State of California SB 375 (Greenhouse Gas Bill) and “Build It Green” design standards. The plan includes a strategically-placed

Transit Hub with bus turn-out and shelter and bike racks at Ventura Road and Beverly Drive.

1.2 AUTHORITY & SCOPE

California Government Code (Sections 65450 through 65457) authorizes the preparation and adoption of specific plans. The Teal Club Specific Plan has been prepared in accordance with the requirements of this code as summarized below.

1.2.1 CALIFORNIA GOVERNMENT CODE COMPLIANCE

California Government Code Section 65450 gives a legislative body the authority to prepare a specific plan for the systematic implementation of the General Plan for all or part of the area covered by the General Plan. As outlined in the Government Code Sections 65451 and 65452, specific plans are to contain a text and diagram or diagrams specifying the following:

The italicized text indicates where in the Teal Club Specific Plan these requirements have been addressed.

- A statement of the relationship of the Specific Plan to the General Plan. *Chapter 9 describes how this Specific Plan relates to, and is in conformance with, the goals and objectives of the City of Oxnard General Plan;*
- The distribution, location, and extent of land uses. *The goals of the proposed Specific Plan, as defined in Section 1.4, provides the*



rationale for the proposed land uses and their distribution throughout the project site. Section 3.2 contains a detailed land-use table (Table 3-1) and precise land use plan (Figure 3-1). The project includes approximately 990 residential units, approximately 8.8 acres commercial mixed-use, approximately 9.1 acres of Business Research uses, and approximately 17.7 acres of parks and greenbelts.

- *The distribution, location, and extent of major infrastructure improvements needed to support the land uses described in the plan. Section 4.2 describes the circulation plan for the site, including street sections. Potable water, wastewater, and stormwater infrastructure as well as utilities are outlined in Section 4.3 of the proposed Specific Plan.*
- *Development standards and criteria. Section 3.4 and Table 3-4 identifies development standards. Sections 3.5 through 3.8 identifies project design objectives and guidelines;*
- *A program of phasing and implementation measures. Chapter 8 identifies implementation and administration for this Specific Plan.*

1.2.2 CITY OF OXNARD ZONING CODE COMPLIANCE

A key function of the Specific Plan is to reduce the need for subsequent master planning and environmental review procedures as the project area is developed. The Specific Plan fixes the general layout and configuration of streets and defines the land uses allowed in the Specific Plan area. At the time of subdivision maps will precisely fix the boundary of the land uses, the location of streets, and the configuration of residential

lots. After adoption of the Specific Plan, either by ordinance or resolution, a Specific Plan supplements existing zoning regulations and has an effect similar to the local General Plan. For example, the California Subdivision Map Act requires the legislative body to deny approval of a tentative or final subdivision map if it is not in substantial conformance with the applicable specific plan. In addition, a development agreement between a municipal body and a developer/applicant cannot be approved unless the legislative body finds the agreement is consistent with the General Plan and any applicable specific plans.

1.3 PROJECT SITE LOCATION

1.3.1 PHYSICAL SETTING

The Teal Club Specific Plan area project site is located in the western portion of Oxnard; Ventura County, California. A majority of the site is currently outside of the City limits and will require annexation to the City of Oxnard. The plan area is surrounded by the City of Oxnard on three sides and a mix of existing development uses on the north, east, and south, with County agricultural uses to the west. The site is bounded by existing roads on all sides: Ventura Road to the east, Teal Club Road to the south, Patterson Road to the west, and Doris Avenue to the north. The Oxnard Airport is located immediately to the south of the project. The project site and surrounding land uses are shown on Figure 1-3.

The Teal Club Specific Plan project area is within the City of Oxnard Sphere of Influence and inside the Oxnard “City Urban Restriction Boundaries” (CURB) boundary of the City. As a result of this location the



FIGURE 1-1 REGIONAL LOCATION & CURB BOUNDARIES

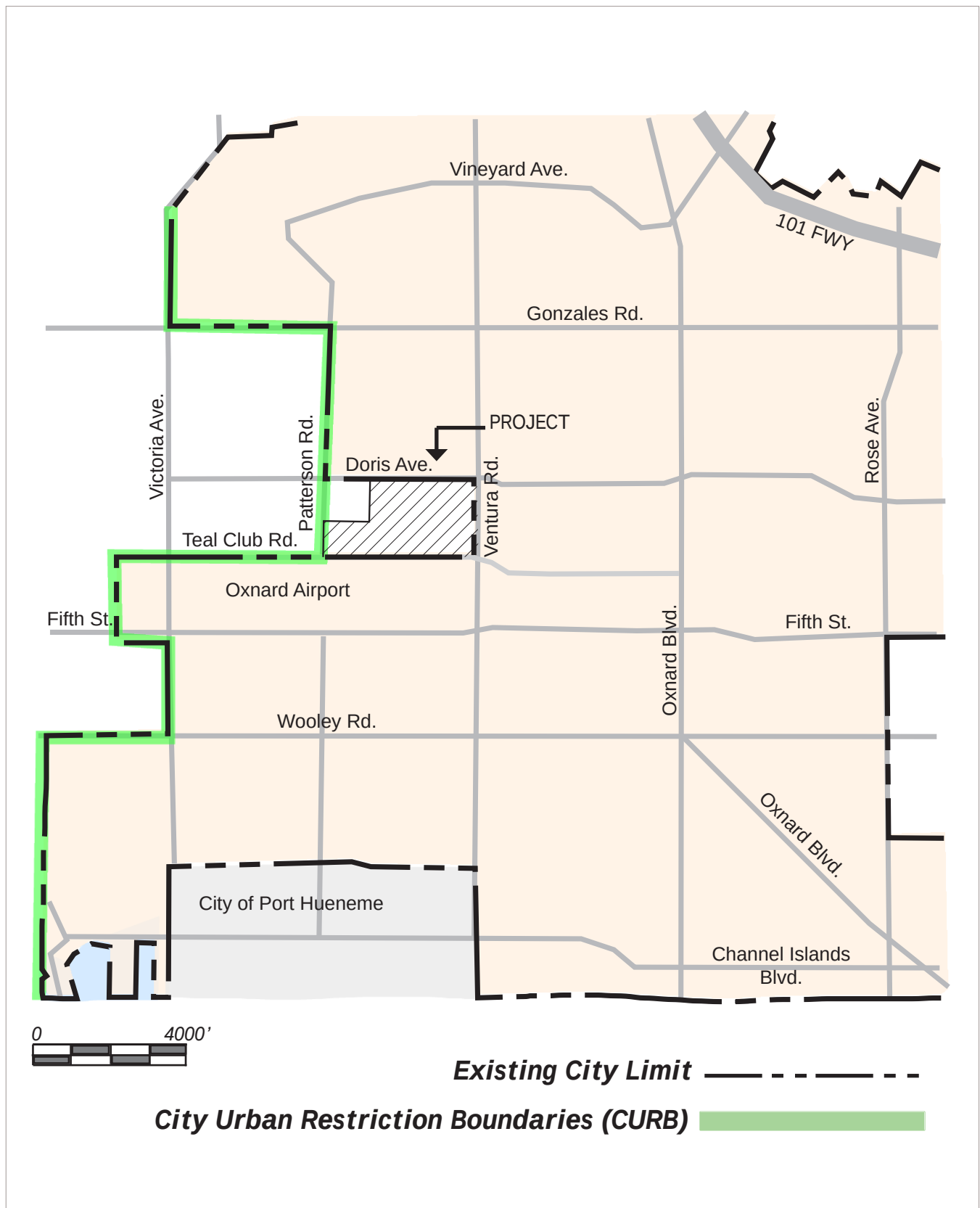
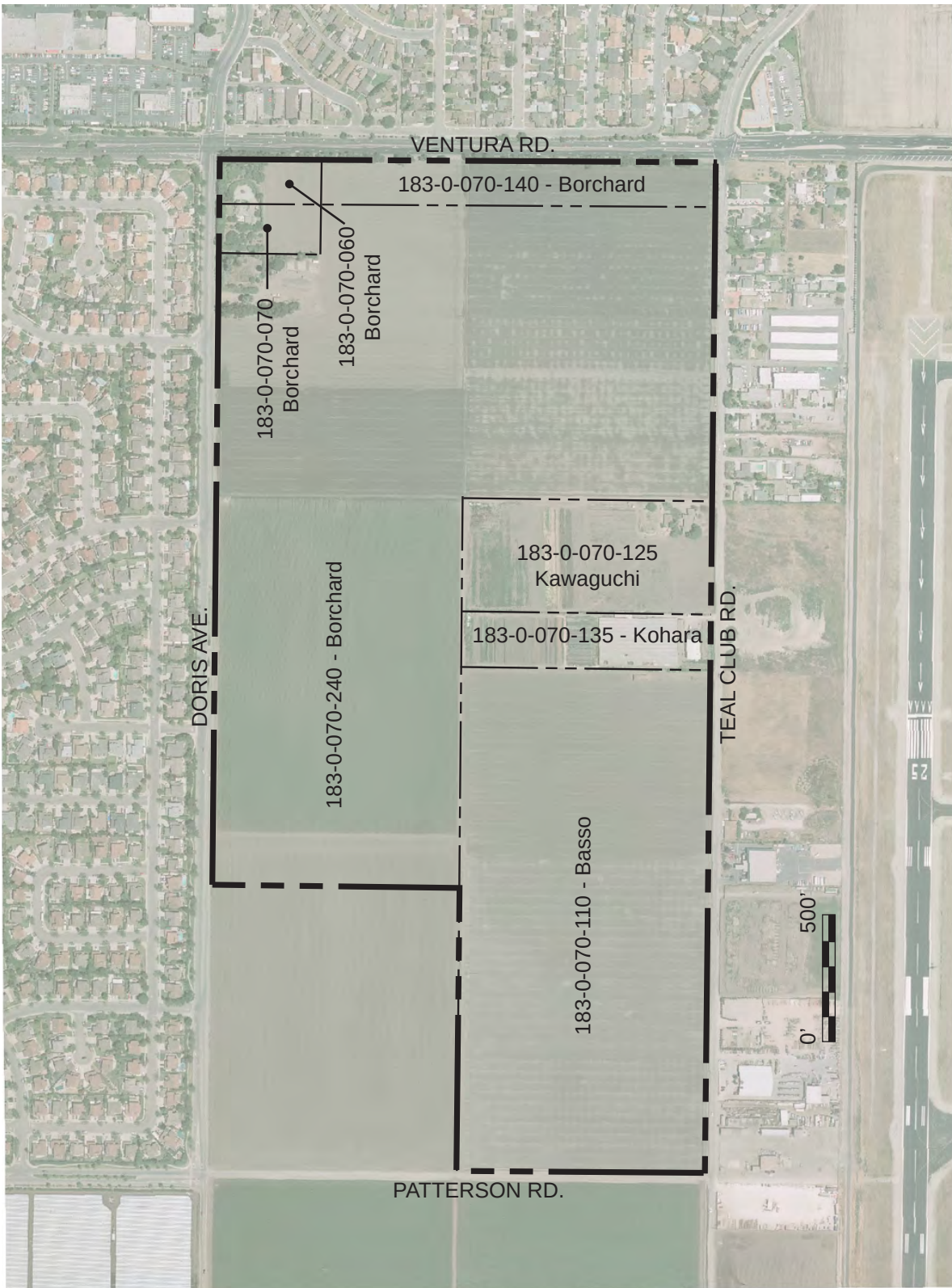


FIGURE 1-2 EXISTING SITE - ASSESSOR PARCELS



Specific Plan area is not within an area subject to either City of Oxnard or Ventura County “Save Open Space and Agricultural Resources” (SOAR) voter approval. The CURB boundary is shown on Figure 1-1.

1.3.2 EXISTING LAND USES & ON-SITE CHARACTERISTICS

The proposed project site encompasses seven parcels totaling 149.72 acres of land, including the following APN #'s (illustrated in Figure 1-2):

- 183-0-070-060;
- 183-0-070-070;
- 183-0-070-240;
- 183-0-070-110;
- 183-0-070-125;
- 183-0-070-135;
- 183-0-070-140.

The site’s topography is primarily flat and characterized by row crop areas with primary drainage trending from north to south.

Utilities

There are no existing public utilities within the Teal Club Specific Plan area. Along all

four streets that surround the plan area there are utilities and infra-structure that serve existing development within the City of Oxnard. The four streets are Teal Club Road on the south, Patterson Road on the west, Doris Avenue on the north, and Ventura Road on the east. Southern California Edison local service and/or distribution lines exist on Teal Club, Patterson, and Ventura Roads. Southern California Gas distribution lines are located in Teal Club Road, Doris Avenue, and Ventura Road. City of Oxnard water lines exist in Teal Club Road, Doris Avenue, and Ventura Road; a reclaimed water line is in Ventura Road. City of Oxnard sewer mains are located in Patterson and Ventura Roads. The only storm drainage facilities in the immediate area are varying depth agricultural open drains; the most substantial one is located on the north side of Teal Club Road.

Historical Use & Preservation

The majority of the Teal Club property has been used for commercial farming operations for the past 50 years or longer and is actively farmed today. Farming activities have historically included various row crops, citrus and avocado trees.

A farm house and related out-buildings are located near the northeast corner of the site and will be evaluated for historical significance through the Environmental Impact Report.

Biology

Due to many years of crop production, most of the ground surface has been



TEAL CLUB RD. LOOKING WEST





FIGURE 1-3 SURROUNDING LAND USES

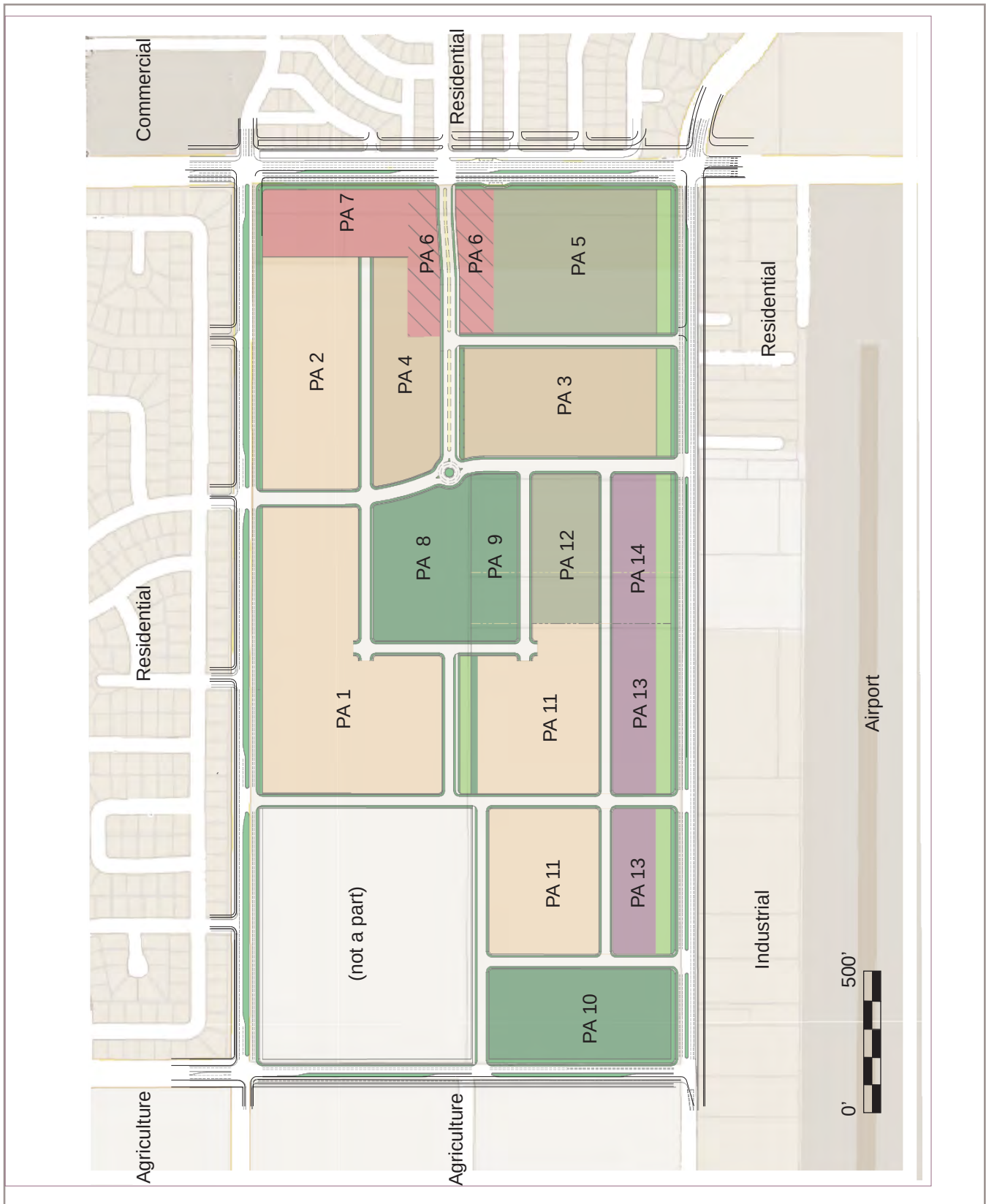


FIGURE 1-4 LAND USE PLAN



disturbed and very little native vegetation remains within the farmed areas. The site does not contain any suitable habitat areas or features other than the few ornamental trees located near existing structures and along Ventura Road.

1.4 PROJECT GOALS & OBJECTIVES

1.4.1 GOAL #1: CREATE A COMPREHENSIVE URBAN VILLAGE DEVELOPMENT PLAN FOR THE TEAL CLUB PROJECT AREA.

Objectives:

- Create an integrated land, transportation, and infrastructure plan that allows for a mix of residential, mixed-use and commercial development to minimize the need for short distance vehicle trips both within the project and within the City.
- Provide a balance and economic match, to the extent feasible, between on-site housing and nearby employment opportunities.
- Create an integrated vehicular, pedestrian and bicycle circulation system that connects residential, industrial and commercial uses within the project.
- Establish land uses that permit a range of housing opportunities with varying densities, types, styles, prices and tenancy characteristics including compliance with the 2030 General Plan Housing Element requirements.
- Adopt design guidelines and regulations to provide for consistent and orderly implementation of the plan.

1.4.2 GOAL #2: INTEGRATE THE NEW COMMUNITY WITHIN THE EXISTING NEIGHBORHOOD.

Objectives:

- Provide development and transitional land use patterns that do not conflict with surrounding land uses or neighborhoods.
- Avoid leapfrog development and accommodate projected growth in a location adjacent to existing infrastructure, urban services, existing circulation elements and community facilities.
- Establish development regulations to ensure residential neighborhoods are compatible with the surrounding area and all proposed land uses are properly integrated or buffered, as appropriate.
- Provide an adequate buffer between the project area and agricultural uses to the west on both an interim and permanent basis, as needed.
- Provide bike and trail linkages between the project area and existing facilities.
- Provide land for a potential fire station or sub-station, if determined necessary.



1.4.3 GOAL #3: CREATE A FISCALLY RESPONSIBLE COMMUNITY.

Objectives:

- Provide a mix of land uses that are financially independent, sustainable, and not a fiscal burden on the General Fund of the City of Oxnard.
- Ensure appropriate phasing and financing for community facilities including street and road improvements, water, urban runoff and flood control facilities and parks.
- Create neighborhoods with lasting value by setting high quality standards for residential and commercial land development and related public improvements.
- Development shall comply with the State of California's "Build it Green" standards.

1.5 SCOPE & FORMAT

The Teal Club Specific Plan is divided into the following chapters:

- Chapter 1 - Introduction: This section provides an overview of the project and describes the purpose and intent of the Specific Plan document.
- Chapter 2 - Sustainable Community: this section addresses how the Teal Club Specific Plan sets standards for addressing climate change and SB 375 compliance.
- Chapter 3 - Community Development: This section establishes the design objectives, guidelines and development standards associated with the project.
- Chapter 4 - Infrastructure and Community Services: This section identifies the on- and off-site necessary infrastructure that link the project to the surrounding city.
- Chapter 5 - Environmental Resources: Working in conjunction with Chapter 2 - Sustainable Community, this section provides information on the stewardship of additional environmental resources.
- Chapter 6 - Safety and Hazards: This section discusses the compatibility with adjacent uses and safety issues.
- Chapter 7 - Housing Section: This section establishes the Urban Village concept and affordable housing requirements of the project.
- Chapter 8 - Implementation: This section provides detailed information on the phasing plan, administration and Specific Plan processes.
- Chapter 9 - General Plan Consistency: This section identifies how the Specific Plan relates to, and is in conformance with, the applicable goals and objectives identified in the City of Oxnard General Plan.

2

SUSTAINABLE COMMUNITY

2.1 OVERVIEW

This chapter specifically focuses on issues relating to climate change and the implementation of SB 375. Consistent with the organization of the General Plan, additional sustainability issues are addressed in Chapter 5 - Environment Resources.

The Teal Club Specific Plan approaches sustainability as a holistic process. Sustainability begins with site selection, takes form through planning and construction and is completed with testing and monitoring. The Teal Club Specific Plan's sustainability goal is to create a "low impact" community that effectively balances resources and provides for long-term sustainability. Technologies are rapidly evolving and this plan does not intend to preclude new, efficient options to achieve sustainability.

2.2 LAND USE & TRANSPORTATION

The first step toward sustainability is site selection. The Teal Club site is ideally located adjacent to established infrastructure with convenient access to public transportation, schools, bike paths, major arterials, employment centers, and shopping. This location will help minimize vehicle miles traveled.

2.2.1 JOBS & HOUSING PROXIMITY

In addition to creating a balance of jobs and housing within and near the planning area, the Teal Club Specific Plan is located near major employment centers including Naval Base Ventura County, the Port of Hueneme and major commercial areas.

2.2.2 TRANSIT-ORIENTED DEVELOPMENT

The Teal Club Specific Plan is located directly adjacent to Ventura Road, a Gold Coast transit corridor, and will include an on-site public transit stop. Gold Coast provides direct service from the Teal Club Specific Plan area to major employment centers at the Esplanade, Naval Base Ventura County and Oxnard College, with connecting Gold Coast service throughout the city and connections to the Ventura County Transportation Commission (VCTC) Highway 101 Corridor route to Ventura, Camarillo and Thousand Oaks. The Oxnard Transportation Center is only 1.25 to 1.75 miles from the entire site via connecting bus service or pedestrian sidewalks and provides Metrolink and Amtrak service. East of the Specific Plan area the City of Oxnard Bicycle Facilities Master Plan map identifies existing Class II bike lanes on Doris Avenue and recommended Class II future bike lanes on Fifth Street, also providing access to the Oxnard Transportation Center.

2.2.3 INTEGRATED LAND USES

A variety of land use types are included within the Specific Plan including various residential densities, retail, commercial and open space uses. The uses are all interconnected with trails, sidewalks, and bikeways to minimize the number of vehicle miles traveled. Figure 4-11 illustrates the onsite Bike Path Circulation Plan.



2.2.4 DENSITY

The site's location on a transit corridor provides an opportunity for compact development with increased residential densities in appropriate locations near the transit stop.

2.3 ENERGY GENERATION & CONSERVATION

2.3.1 SOLAR ENERGY & TITLE 24

All newly constructed buildings within the Teal Club Specific Plan area shall be equipped with solar panels and meet all applicable State of California energy-conservation requirements of Title 24 at the time of issuance of building permits. All development within the Teal Club Specific Plan shall comply with the California Energy Commission rules and requirements applicable at the time of issuance of building permits.

2.3.2 BEYOND GREEN CODE

The intent of the Teal Club Specific Plan is to create a community that meets current sustainable building standards. To achieve this, it is required that all new construction receive "Greenpoint" ratings through the California "Build It Green" program or a similar program that quantifies and documents green building standards.

2.3.3 PEV CHARGING STATIONS

Detached residential units shall be wired to allow for charging plug-in electric vehicles. Multi-family and commercial buildings shall provide for shared PEV charging stations.

2.4 GHG MITIGATIONS

The primary greenhouse gas (GHG) mitigations are addressed in the compact, walkable design, proximity to public transit and requirements for "green" building practices of the Teal Club Specific Plan. Additional strategies to reduce GHG in the environment include:

2.4.1 URBAN FORESTRY

In addition to the aesthetic benefits to the community, planting trees has a number of beneficial results. Trees and vegetation temporarily sequester carbon dioxide and reduce other air pollutants. When strategically located, trees can also provide shading that reduces electrical use and minimizes potential heat island effects. The landscaping guidelines of the Teal Club Specific Plan, outlined in Section 3.7.7, encourage maximizing the number of trees selected for minimal maintenance and planted strategically for shade.

The neighborhood park, storm-water detention basins, agricultural buffers, vegetated swales and other landscaped areas will also be utilized for carbon sequestration.

2.4.2 OTHER GHG EMISSIONS

A number of additional strategies are included in the design and operation of the Teal Club Specific Plan to minimize GHG impacts and are quantified in the project EIR and Mitigation Monitoring Program.

Construction

During the construction phases of the project, exhaust emissions reductions will be required. These include the use of alternative fuel, electric equipment, diesel particulate filters, diesel oxidation catalysts, and new tier engines. Fugitive dust emissions reductions including construction site watering is required. The Teal Club Specific Plan EIR Mitigation Monitoring Program shall provide documentation of best practices to reduce emissions and impacts.

Architectural Coatings

Low volatile organic compound (VOC) coatings are required in all new construction.

Water

As discussed in the Infrastructure section of the Specific Plan, the potable water is sourced and treated locally, thereby reducing indirect GHGs. “Advanced Water Purification System” water will be delivered to the site through the City of Oxnard existing Ventura Road water lines and utilized throughout the project site.

Waste

Mandatory city recycling and green waste composting programs will be implemented throughout the project in compliance with City of Oxnard requirements throughout the life of the project.



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3

COMMUNITY DEVELOPMENT

3.1 PLANNING CONTEXT

The Teal Club Specific Plan site is one of the last major properties located within the City of Oxnard Sphere of Influence, established by the Ventura County Local Agency Formation Commission (LAFCO), and the City Urban Restriction Boundary (CURB) and has been designated for urban growth for many years. Figure 1-1 illustrates the CURB boundary and existing City of Oxnard boundary.

The Specific Plan land use conforms to the City's 2030 General Plan land use and density designation for the site. The City of Oxnard General Plan 2013-2021 Housing Element identifies the Teal Club Specific Plan site for development, and the 2021-2029 Draft Housing Element anticipates development of the Teal Club Specific Plan site. The State of California Department of Housing & Community Development (HCD) approved the 2013-2021 City of Oxnard Housing

Element with the inclusion of the Teal Club Specific Plan development. It is the only undeveloped site of its size within the Sphere of Influence and within the CURB boundary surrounded on three sides by industrial, residential and commercial land uses and adjacent to all municipal services. The site therefore provides an excellent location for a planned, orderly and efficient extension of existing urban development.

The Teal Club Specific Plan site is unique in that it is on an existing public transit corridor, adequately served by the City's existing sewer and water system and within walking distance of a variety of retail stores and support services. The city and county have an extensive agricultural land protection program that precludes local agencies from re-zoning the county's agricultural land without a public vote to allow land use changes to non-agricultural uses. When voters approved the city's Save Open Space and Agricultural Resources (SOAR) initiative in 1998, the Teal Club site was specifically located inside the urban growth boundary (CURB). The Ventura County SOAR initiative has been extended by voter approval to 2050. This county-wide land use policy continues the protection of agricultural resources and requires local planning agencies to consider how to best utilize the remaining infill properties to meet the housing needs of the coming decades. The Teal Club Specific Plan is intended to establish a land use plan that provides for future housing needs while being compatible with the existing surrounding land use and development patterns.

The project land Uses are listed in Table 3-1; the Land Use Plan is illustrated in Figure 3-1; A statistical summary of the land uses is provided in Table 3-2



3.2 LAND USE PLAN

The Teal Club Specific Plan envisions a pedestrian-oriented village that links to the existing adjacent community and provides for distinct residential neighborhoods serving as an Urban Village and containing a transit hub and a mix of commercial uses, employment centers, and public and recreation facilities. A ten-acre neighborhood park and a 7-plus acre park will serve new and existing neighborhoods. Public road improvements, shared HOA-maintained and operated private recreational facilities and an east-west internal multi-use public path are proposed.

The Oxnard School District has purchased an adjacent 25-acre parcel for the purpose of constructing K-8 school facilities. The school parcel is not a part of the Teal Club Specific Plan and has been evaluated under a separate EIR certified by the Oxnard School District.

Each residential neighborhood is planned to be within a half-mile radius of employment centers and/or neighborhood retail uses. All neighborhoods will be connected by pedestrian paths, bike lanes and/or easily-accessed neighborhood sidewalks. Class I and Class II bike routes are included within the Specific Plan area, and all perimeter streets will include Class II bike lanes, consistent with the City of Oxnard Bicycle & Pedestrian Master Plan.

The Specific Plan provides a variety of housing types and residential densities including both market-rate and income-restricted affordable housing within the plan area. For-sale housing will range from multi-family units to small lot, single-family homes on lots up to 3,500 square feet in size. The variety of housing types and densities will provide for a wide price range for multiple household types and incomes to meet a

portion of the future housing needs of the City of Oxnard.

The Urban Village concept envisions a highly visible, pedestrian-accessible central multi-use path to encourage walking and biking within the community. The Ventura Road frontage north of Beverly Drive will contain commercial and retail businesses. A mixed-use gateway is planned for the Beverly Drive entry area immediately west of Ventura Road. The retail center and mixed use area, containing a public plaza, will be within walking distance to all new residential neighborhoods and is adjacent to a main line transit stop for access to nearby employment centers such as the Esplanade, Naval Base Ventura County and Channel Islands Harbor. A business/research park on the south side of the project would provide another source of potentially “walkable” jobs within the planning area.

The centrally-located ten-acre neighborhood park is intended to be a gathering place and a healthy activity zone for the entire community. Concurrent with residential construction of Phase 1 of the Specific Plan the developers shall provide 6.5 acres of the ten-acre park and construct the Phase 1 park improvements as required by the Phase 1 Development Agreement. Programming for this park will be determined by the Oxnard Recreation and Community Services Department prior to approval of Phase 1 development entitlements. Development of Phase 2 shall provide an additional 3.5 acres, with park completion as required by future Phase 2 project Conditions of Approval.

Programming in the ten-acre park will consist of both active recreation elements (game courts, game fields and tot lot/playground areas) and passive recreation elements (benches, sidewalks

**Table 3-1
Land Use Table**

Land Use	Maximum Density	TOTAL PLANNED			
		Acres (1)	Units (2)	Density	Bldg. Sq. Ft.
RESIDENTIAL USES & LAND USE CATEGORY:					
PA-1 Detached Cluster - Residential Low Medium	10 DU/Ac.	17.52	140	8 DU/Ac.	-
PA-2 Detached Cluster - Residential Low Medium	10 DU/Ac.	10.01	80	8 DU/Ac.	-
SUBTOTAL Detached Cluster Units	-	27.53	220	-	-
PA-3 Attached or Detached Townhome - Residential Medium	18 DU/Ac.	9.6	145	15 DU/Ac.	-
PA-4 Attached or Detached Townhome - Residential Medium	18 DU/Ac.	5.54	88	16 DU/Ac.	-
PA-5 Attached Apartment/Condo - Residential Medium High	30 DU/Ac.	10.57	240	23 DU/Ac.	-
PA-11 Attached or Detached Condo - Residential Low Medium	12 DU/Ac.	15.64	167	11 DU/Ac.	-
PA-12 Attached Apartment/Condo - Residential Medium High	30 DU/Ac.	4.43	100	23 DU/Ac.	-
Commercial/Mixed Use (Residential component)	-	0.00	30	-	-
SUBTOTAL Multi-Family	-	45.78	770	-	-
TOTAL RESIDENTIAL	-	73.31	990	-	-
PARKS & OPEN SPACE					
PA-8 Community Park - Phase 1 Portion (includes HOA amenity)	-	6.50	0	-	5,000
PA-9 Community Park - Phase 2 Portion	-	3.50	0	-	-
PA-10 Community Park - Phase 2	-	7.38	0	-	-
Beverly Dr. Greenbelt	-	0.38	0	-	-
SUBTOTAL Parks & Open Space	-	17.76	0	-	5,000
COMMERCIAL/MIXED USE					
PA-6 Commercial/Mixed Use - General Commercial	-	4.35	0	-	10,000
PA-7 Village Commercial - General Commercial	-	4.43	0	-	45,000
SUBTOTAL Commercial/Mixed Use	-	8.78	0	-	55,000
LIGHT INDUSTRIAL					
PA-13 Business Research Park	-	6.19	0	-	88,000
PA-14 Business Research Park	-	2.92	0	-	44,000
SUBTOTAL Light Industrial	-	9.11	0	-	132,000
ARTERIAL ROADWAYS					
Ventura Road	-	2.82	0	-	-
Doris Avenue	-	2.80	0	-	-
Patterson Road	-	0.30	0	-	-
Teal Club Road	-	7.20	0	-	-
SUBTOTAL Arterial Roadways	-	13.12	0	-	-
INTERIOR ROADWAYS & MISC.					
Interior Roadways show in Fig 2-1	-	22.18	0	-	-
Stormwater Treatment / Detention Basins	-	5.46	0	-	-
SUBTOTAL Interior Roadways & Misc.	-	27.64	0	-	-
TOTAL PROJECT	-	149.72	990	-	192,000

1. Land Use Acres shown in this table are Net Area, measured from the right-of way line of streets shown in the Teal Club Specific Plan "Precise Land Use Plan", Figure 2-1.
2. The number of units within any Residential land use area may be refined during the course of subsequent City review and approval, provided that the total number of units within the Specific Plan does not increase beyond that shown in this table, or unless subsequent approval includes a density bonus and additional CEQA review as applicable under State or local law.

FIGURE 3-1 LAND USE PLAN

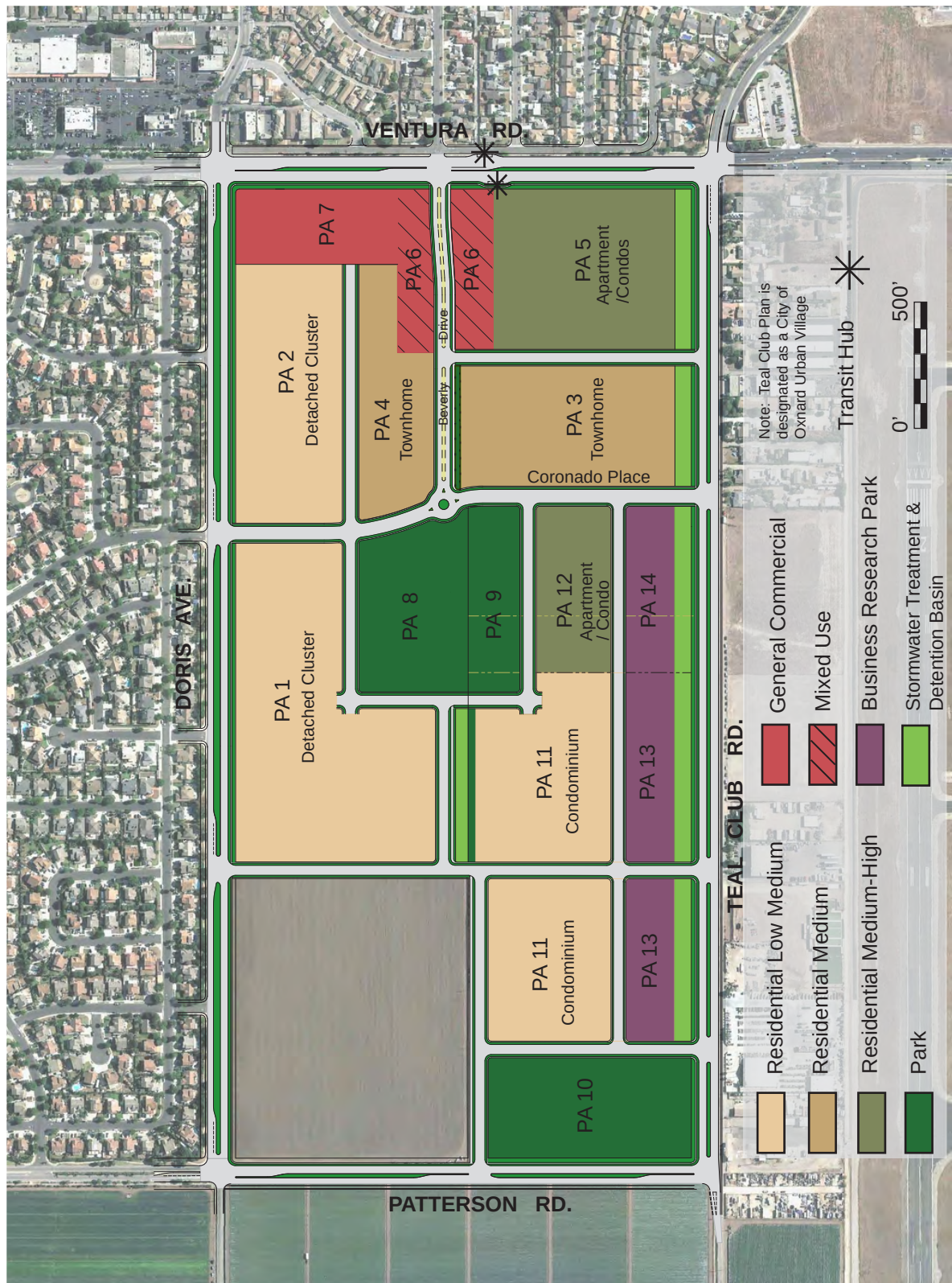


Table 3-2
Land Use Statistical Summary

Land Use Description	Planning Area	Acres	DU	SF	% of Total Plan
Recreation/Open Space Uses:					
Neighborhood Parks	PA 8-10	17.38		5,000	
Greenbelt		.38			
<i>Recreation/Open Space Subtotal:</i>		17.76		5,000	11.9%
Developed Uses:					
Mixed-Use, Village Commercial	PA 6 & 7	8.78	30	55,000	
Business Research Park	PA 13 & 14	9.11		132,000	
Medium-High Density	PA 5 & 12	15.0	340		
Medium Density	PA 3 & 4	15.14	233		
Low-Medium Density Residential	PA 1,2 & 11	43.17	387		
<i>Developed Uses Subtotal:</i>		91.2	990		60.9%
Streets & Misc.:					
Arterial Roadways		13.12			
Interior Roadways		22.18			
Detention Basins/Detention Basins		5.46			
<i>Streets & Misc. Subtotal:</i>		40.76			27.2%
Project Total:		149.72	990	192,000	100.00%



and small-scale picnic areas). Parking is intended to be primarily along the perimeter of the park, in either parallel or angled parking stalls along the street, in order to maximize the usable park area. Within the 10-acre public park, 1 acre (located within PA8) would be reserved for residents within the TCSP area and may include development of up to 5,000 square feet for incidental structures such as a clubhouse or other community facilities. The remaining 9 acres would be a City park available to all residents of the City. Maintenance of the neighborhood park shall be funded by a financing district formed by the developers of the Specific Plan and financed by all development within the Specific Plan as provided for in the project Development Agreement(s).

An additional 7.3 acre park is included in Phase 2 at the western edge of the Specific Plan, at the northeast quadrant of the intersection of Teal Club Road and Patterson Road. Programming for this park will be determined by the Oxnard Recreation and Community Services Department prior to approval of Phase 2 development entitlements.

Concurrent with construction of Phase 2 of the Specific Plan the developers shall provide 7.3 acres of land with park completion as required by future Phase 2 development project Conditions of Approval.

Maintenance of the Phase 2 neighborhood parks shall be funded by a financing district formed by the developers of the Specific Plan and financed by all developments.

Additional private recreation and common area open space amenities, including seating areas, barbecues and picnic tables, shall be located within the Medium Density neighborhoods of the plan area. The Medium-High Density planning area shall include a pool, seating areas, barbecues and picnic tables for use by the residents of that planning area. Collectively these public and HOA-member private amenities will ensure that outdoor recreational opportunities are located within a quarter mile walking distance of all residential units via the public multi-use trail and sidewalk network.

**TABLE 3-3
ZONING**

LAND USE DESCRIPTION	ZONING	DENSITY (DU/AC)
Low-Medium Residential - Detached Cluster	R-2	7-12
Low-Medium Residential - Attached or Detached Cluster	R-2	7-12
Medium Residential - Attached & Condominium	R-3	12-18
Medium-High Density Residential - Apartment/Condo	R-4	18-30
Mixed-Use Commercial (1st Floor)	C-2	N/A
Mixed-Use Residential (2nd/3rd Floor)	C-2	12-18
Village Commercial & CPD Uses	CPD	N/A
Business Research Park	BRP	N/A
Park	C-R	N/A
Greenbelts & Open Space	C-R	N/A

3.3 PROPOSED ZONE CLASSIFICATIONS & INCLUSIONARY HOUSING

3.3.1 ZONE CLASSIFICATIONS

Table 3-3 defines zoning classifications proposed within the Specific Plan area. In categories where this plan does not establish or define standards, the standards of the City of Oxnard Zoning Ordinance shall apply. All uses within the zoning classifications of this Specific Plan shall be consistent with those allowed in Chapter 16 of the Oxnard Municipal Code. Special Use Permits shall be allowed as defined in Section 8 of this Specific Plan

3.3.2 INCLUSIONARY HOUSING

The Teal Club Specific Plan includes a range of housing types. Chapter 7 provides additional housing information. In accordance with the Housing Element of the City's General Plan and the Urban Village criteria, the Teal Club Specific Plan residential component will require that 15% of the total residential development is Affordable Housing for very low and lower-income workforce households (defined as Very Low and Low Income Households). Affordable Housing Agreements shall be executed and covenants recorded as necessary to insure that all Affordable Housing units within the Specific Plan remain affordable for a period of 55 years.

3.4 DEVELOPMENT STANDARDS

Table 3-4 defines the Development Standards for the Teal Club Specific Plan. An overall objective of this Specific Plan is to create a walkable neighborhood with highly visible

pedestrian connections in an open, visually pleasing setting. The Development Standards are established to provide objective standards governing development of each of the Planning Areas. The Development Standards ensure that each neighborhood is developed consistent with the Zone Classifications outlined in Section 3.3 and within the density range of development in each Planning Area. For each Zone Classification the Development Standards define the allowable building height, setback requirements and other standards to be met in site planning for each Planning Area.

Any deviations from these standards in the residential Zone Classifications shall require approval of a Residential Planned Development (RPD) Permit as defined in City of Oxnard Municipal Code Section 16-450. In the BRP and Commercial/Mixed Use areas a Development Design Review Permit is required for any deviations from these standards. The Setback Requirements of this Specific Plan shall be applied as the minimum requirements for projects within the Specific Plan, unless modified by an RPD Permit.

The City of Oxnard Municipal Code shall regulate development in the Teal Club Specific Plan, except as modified by the Specific Plan text, conditions, regulations and standards contained herein. In such cases where Teal Club Specific Plan text, conditions, regulations and standards conflict with those in sections contained in the City of Oxnard Municipal Code, the Teal Club Specific Plan text, conditions, regulations and standards shall apply.

3.5 DESIGN OVERVIEW

This section discusses and expands upon the development plan identified in Section 2. The design philosophy and objectives outline the



Urban Village design of the Teal Club Specific Plan area. The design guidelines establish concepts and the range of features to be considered in the design of future residential, commercial, mixed-use and industrial land uses. These guidelines can be implemented in a variety of ways and are written to provide architectural flexibility and encourage diversity in architecture.

3.6 DESIGN PHILOSOPHY & OBJECTIVES

The Teal Club Specific Plan seeks to create a new community that carefully integrates multiple land uses in a walkable setting. The entire plan area is linked together by the east /west multi-use trail, Class II bike lanes, and neighborhood sidewalks. The design incorporates Urban Village concepts with an emphasis on highly-visible pedestrian routes and the interconnection of residential neighborhoods, community-serving commercial uses, recreational opportunities, the adjacent Oxnard School District educational facilities and on-site public transportation access. The bike path circulation plan is illustrated in Figure 4-11.

The Teal Club Specific Plan encourages commercial spaces and residential neighborhoods with a strong sense of identity through planning and landscape architecture emphasizing the Mediterranean climate as well as architecture that complements the design character of Coastal California. To accomplish this, the design guidelines for the project draw heavily from neighborhoods having stood the test of time and known for their beauty and ambiance, particularly the Henry T. Oxnard Historic District in the nearby Wilson Neighborhood and the older coastal residential neighborhoods of Santa Barbara and Carpinteria, California.

3.6.1 PEDESTRIAN-ORIENTED DESIGN OBJECTIVES

The pedestrian-oriented design objectives play a significant part in defining this Specific Plan by facilitating direct connections between the individual residential neighborhoods, commercial and mixed-use, and business research developments. The design guidelines reinforce the Urban Village and small town image through the emphasis of architecture, landscaping, and hardscape elements at the pedestrian level.

The entire project site is interconnected by sidewalks along public streets, pedestrian and multi-use paths, and bike lanes on major public streets. Public plazas and gathering places in the residential and mixed-use areas are easily accessed by the pedestrian network to enhance the walking experience. A few minutes of walking will take residents and workers anywhere within the proposed project. A bus stop and shelter for the Gold Coast Transit Ventura Road route is located at the project entry intersection of Ventura Road and Beverly Drive. The pedestrian circulation plan is illustrated in Figure 3-2. For street design cross-section dimensions see Section 4.2, Figure 4-2 to Figure 4-10.

Various traffic calming methods shall be utilized in the planning area including “chokers” at local and collector street intersections with crosswalks, clearly defined to promote pedestrian movement between the neighborhoods. Roundabouts or traffic circles may be incorporated into local and collector streets and private drives to reduce traffic speeds, promote even traffic flows, and provide safe crossing locations for pedestrians. Landscape within the roundabouts aim to soften the visual impact of roadways and reduce the dominance of automobiles in the pedestrian context.

**Table 3-4
Development Standards Summary**

Zoning	R-2 Detached Cluster	R-2 Attached Condo	R-3	R-4	Mixed Use	C-2 ⁵	BRP
Maximum Density	12	12	18	30	18	N/A	N/A
Maximum Height	30 ft. ¹	30 ft. ¹	45 ft. ¹	50 ft. ¹	45 ft. ¹	35 ft. ¹	35 ft.
Minimum Lot Area	2,500 sf	N/A	N/A	N/A	N/A	10,000 sf	20,000 sf
Minimum Lot Frontage	40 ft. ²	N/A	N/A	N/A	N/A	N/A	100 ft.
Minimum Lot Width	40 ft. ²	N/A	N/A	N/A	N/A	N/A	100 ft.
Minimum Lot Depth	50 ft. ²	N/A	N/A	N/A	100 ft.	N/A	100 ft.
Private Open Space	150 ft. ³	150 sf ³	100 sf ³	50 sf ³	50 sf ³	N/A	N/A

Note: Overall developed residential building footprint coverage of the Specific Plan cannot exceed 25% of the total residential area of the Specific Plan, calculated inclusive of streets, paved areas, parks, landscape, open space and private yards, in accordance with the Oxnard Airport Master Plan. Commercial and Industrial uses cannot exceed 50% building footprint coverage of the total Commercial and Industrial use areas.

Set-back Requirements ⁵

Front Building	10 ft.	10 ft.	10 ft.	15 ft.	0 ft.	10 ft.	30 ft.
Front Porch	10 ft.	10 ft.	N/A	N/A	N/A	N/A	N/A
Garage	18 ft. ⁴	3 ft.	3 ft.	3 ft.	N/A	N/A	N/A
Side	5 ft.	5 ft.	5 ft.	5 ft./story	5 ft./story	5 ft.	Equal to bldg height
Rear	5 ft.	5 ft.	5 ft.	5 ft./story	5 ft./story	15 ft.	20 ft.
Front-to-Front	25 ft.	25 ft.	25 ft.	30 ft.	25 ft.	N/A	N/A
Patio Cover	5 ft.	5 ft.	5 ft.	N/A	5 ft.	N/A	N/A

General Note: Allowed uses within all zoning classifications shall be consistent with those allowed or conditionally allowed by Chapter 16 of the City of Oxnard Municipal Code. All projects within the Specific Plan require Development Design Review. In addition, approval of a Special Use Permit shall be required for any conditionally allowed uses or any deviations from the Development Standards within the Specific Plan. Any deviations from the Residential Development Standards of this Specific Plan require approval of a Residential Planned Development (RPD) Permit as defined in City of Oxnard Municipal Code Division 12 Residential Planned Unit Developments. The Setback Requirements of this Specific Plan shall be applied as the minimum requirements for projects within the Specific Plan, unless modified by an Special Use Permit. Such conditions that concern numerical standards shall not increase or decrease by more than 25 percent the requirements that apply in the basic zone.

Footnotes:

1. Additional height allowed subject to approval of a Special Use Permit and conformance with FAA requirements.
2. Decreased dimension allowed subject to approval of a Special Use Permit.
3. Private Open Space defined as residential unit patio, porch and / or balcony with a six-foot by six-foot minimum dimension.
4. Garage set-back must be greater than the building set-back from street frontage property line.
5. Development within PA8 park area would be subject to C-2 Zone Standards.

FIGURE 3-2 PEDESTRIAN CIRCULATION



3.6.2 RESIDENTIAL DESIGN OBJECTIVES

The primary residential design objective is to use Urban Village design concepts and architecture to create effective and balanced pedestrian-oriented environments.

Residential uses make up approximately 50 percent of the Specific Plan area. Within the residential planning areas, three land use densities are allowed: Low-Medium, Medium, and Medium-High density. In accordance with the City's General Plan, these designations allow maximum densities of 12, 18, and 30 units per acre, respectively. Within each of these land use density neighborhoods, the design guidelines allow for several styles of architecture. The development guidelines for Low-Medium and Medium residential land uses require a minimum of three separate floor plans and four distinct exterior elevations for each neighborhood. These design variations promote visual and aesthetic interest within these residential communities. Medium-High residential land uses require that a single, uniform architectural style be implemented for each individual project; each project shall be architecturally distinct in this land use category. This approach will create a sense of unique identity and character for each multi-family attached development with the Specific Plan.

3.6.3 URBAN VILLAGE & MIXED-USE COMMERCIAL DESIGN OBJECTIVES

The primary urban village and mixed-use design objective is to ensure that the Specific Plan provides appropriately scaled commercial projects that serve the needs of full-time residents and daytime employees. In this context the term "mixed-use commercial"

applies to retail, office, and restaurant uses along Ventura Road and near the Ventura Road and Beverly Drive intersection. Diverse neighborhood retail uses and professional office space encourage a walkable "park once" strategy that further reduces dependency on automobiles within the project.

A central public plaza will serve as a community hub along Beverly Drive and will anchor the Urban Village. The plaza will be located westerly of the Ventura Road intersection to minimize roadway noise impacts. Buildings near the plaza shall activate the public realm by including outdoor dining and recreational activities to create a vibrant social and cultural character consistent with the Coastal California motif. The plaza area shall have a minimum dimension of 100' in any direction and include both fixed perimeter seating and a central multi-function area for neighborhood arts and cultural use. The public plaza will include an identity feature that will further define the space. A conceptual illustration for the plaza and typical proposed features are provided in Figure 3-3.

The mixed-use area will include creative, contemporary architectural references to "Traditional" or "Spanish Colonial Revival" building design as described in Section 3.7 of this Specific Plan. The buildings and garden spaces of this area shall be linked by sidewalks and landscaping that visually reduce the dominance of required parking within the site. Patios or courtyards shall be included within this area and clearly-defined pedestrian access throughout the mixed use area shall be provided. A portion of the commercial parking shall be provided in parking lots clustered away from public street view and with consideration for shared use by daytime and evening functions.



The mixed-use area may include residential units in either a vertical or horizontal mixed-use setting. The transition between land use types shall be emphasized by landscape and hardscape features that encourage interaction, yet provide adequate separation for all uses. Residential units shall include patios or private decks. Buildings in this area will not exceed three stories, in keeping with the moderate-intensity character of the site and the adjacent community.

3.6.4 BUSINESS RESEARCH PARK DESIGN OBJECTIVES

The Specific Plan proposes approximately 9.1 acres of land designated for business research park uses. These uses are located along the southern perimeter of the planning area and provide a buffer from industrial zoning and uses along the south side of Teal Club Road and the Oxnard Airport. This area will serve as an employment center and provide smaller, light industrial business spaces linked to the surrounding community by the sidewalk network and Class II bike lanes, both within the Specific Plan and on the perimeter streets.

The design objective of this business research area is to create a distinct sense of place and an extension of the walkable community context established throughout the rest of the Specific Plan area. Direct connection to bike lanes and easily accessible sidewalks encourage the interaction and creativity essential to a healthy workplace. Patios and small-scale open spaces shall be included within each industrial site at locations that encourage frequent use and allow for connection to the Specific Plan pedestrian and bike lane network. The design

consistency and attention to both landscape function and architectural form are intended to provide a clear identity for the industrial area while creating a valuable economic and job-creation resource for the City of Oxnard.

The land use ranges allowed for this area shall be consistent with the City of Oxnard Business Research Park (BRP) Zone Classification.

The architectural character of the business research area shall not be limited to the range of styles identified in the residential section of the Specific Plan, but shall allow for contemporary themes that can more effectively serve the needs and express the identities of the anticipated users.

The business research buildings shall incorporate both passive and active energy-saving technologies and design. Photovoltaic Solar Panels shall be required within this planning area. Buildings are to be located near the Teal Club Road frontage and a minimum of 40 percent of tenant parking is to be clustered in parking areas away from major public street view to the extent practical in site design. Up to 60 percent of required parking shall be allowed between Teal Club Road and the building frontage in private parking lots. Outdoor storage is not allowed with the BRP zone. Loading areas and other service functions shall be effectively screened from public view to enhance the visual character of the area. A 20-foot wide landscape buffer and 8-foot high slumpstone block wall separating the residential street from the BRP area shall be incorporated in to the site design as shown in Figure 3-4. Buildings in the BRP zone shall not exceed 35' in total height, including required mechanical equipment screening and are subject to any additional Oxnard Airport height and lighting limitations.

FIGURE 3-3 CENTRAL PUBLIC PLAZA



FIGURE 3-3 CENTRAL PUBLIC PLAZA

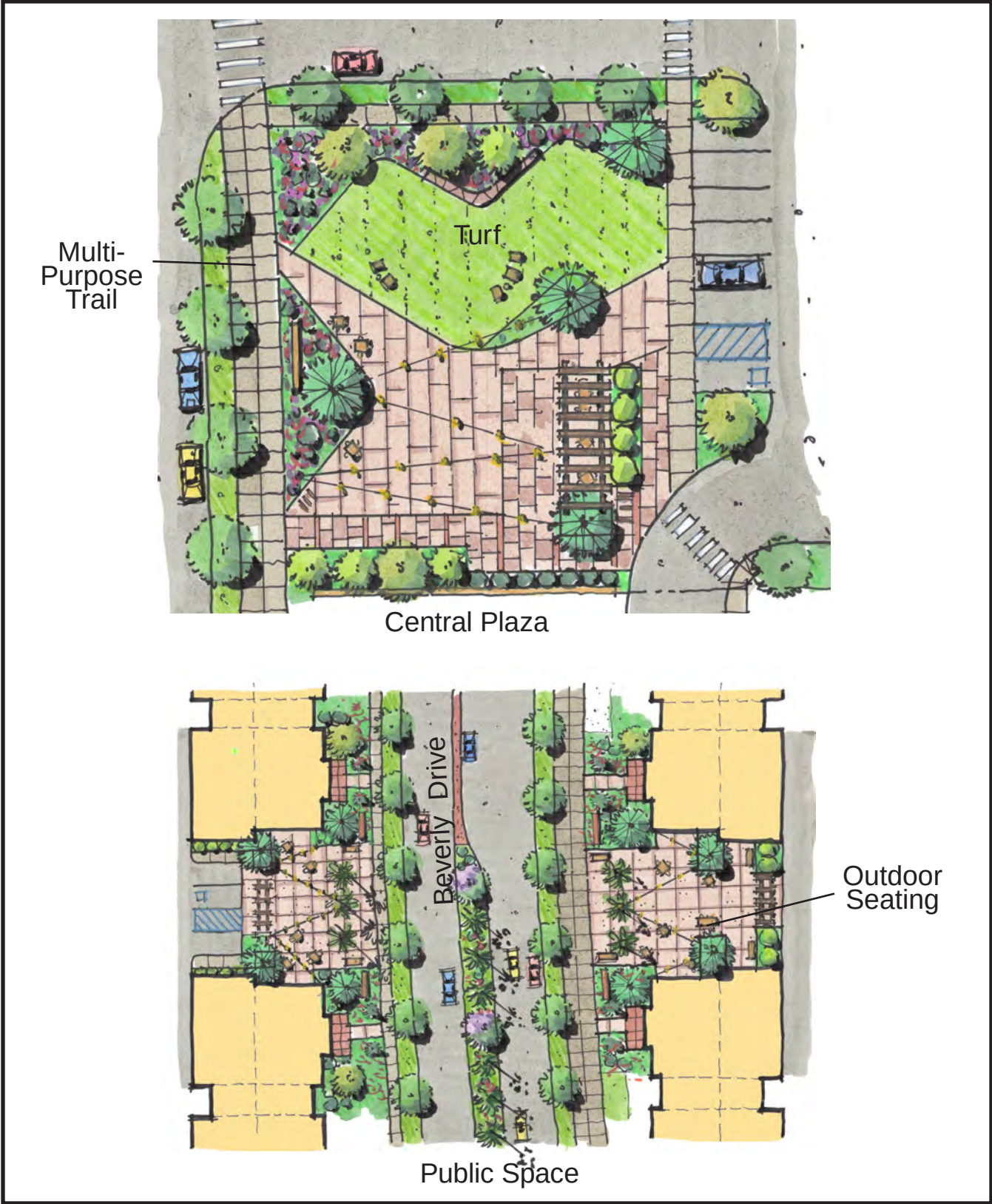
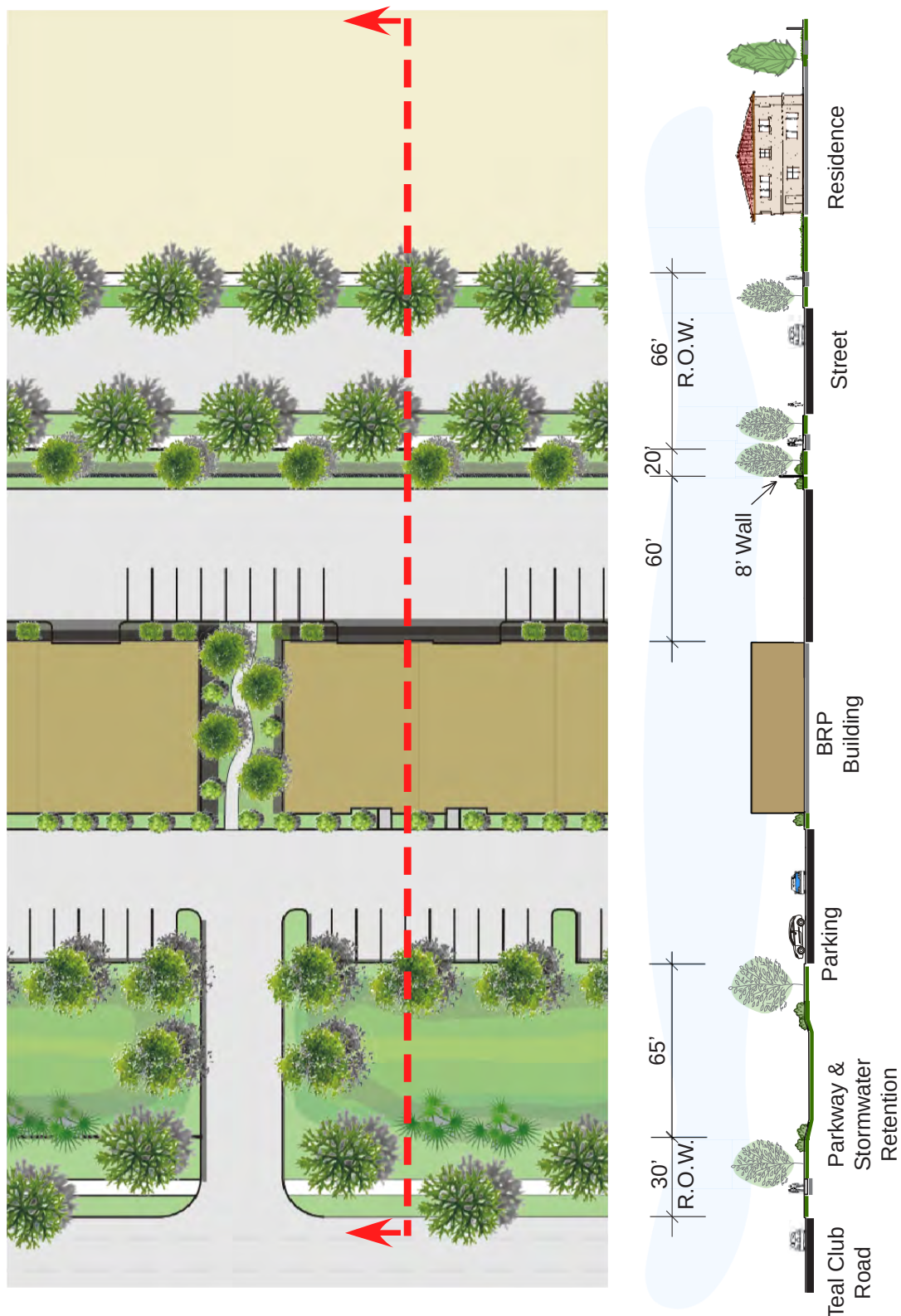


FIGURE 3-4 BRP LANDSCAPE BUFFER





3.6.5 OPEN SPACE DESIGN OBJECTIVES

The design objective of the Specific Plan open space areas is to ensure an integrated plan addressing recreational and aesthetic issues. All run-off from the project will be captured and treated to the standards of the Environmental Protection Agency and Regional Water Quality Control Board through a series of bio-swales, filtration ponds, and other vegetated treatment systems. Plant materials selected for the drainage network shall consist of native species and selected adaptive plant materials appropriate for both habitat and visual enhancement for either upland, transitional, or wetland locations. Approximately 5.4 acres of Stormwater Treatment and Detention Basins are proposed within the overall Specific Plan area.

Additional open space within the plan area includes approximately 17.7 acres of parks and greenbelts. These sites are intended to provide for the recreational needs of the residents of the plan area in an interconnected network of paths, trails, and sidewalks.

The neighborhood park and recreation facilities shall be designed and programmed in cooperation with the Oxnard Recreation and Community Services Department to ensure that the widest possible range of neighborhood-compatible outdoor activities are provided within the planning area.

3.7 DESIGN GUIDELINES

3.7.1 ARCHITECTURAL STYLES

This section provides the overall design guidelines for residential and other land uses within this Specific Plan area. Architecture is a key component of the appearance of the Specific Plan area. The design guidelines outlined in the following sections provide general design criteria and promote visual compatibility while allowing for individuality and architectural diversity. Four architectural styles form the basis for these design guidelines: Craftsman, Traditional, Spanish Colonial Revival, and Monterey (see Figures 3.5-3.8). Creative, contemporary interpretation of these styles is strongly encouraged. All homes shall provide solar panels and be pre-wired to accommodate electric vehicle plug-in portals.

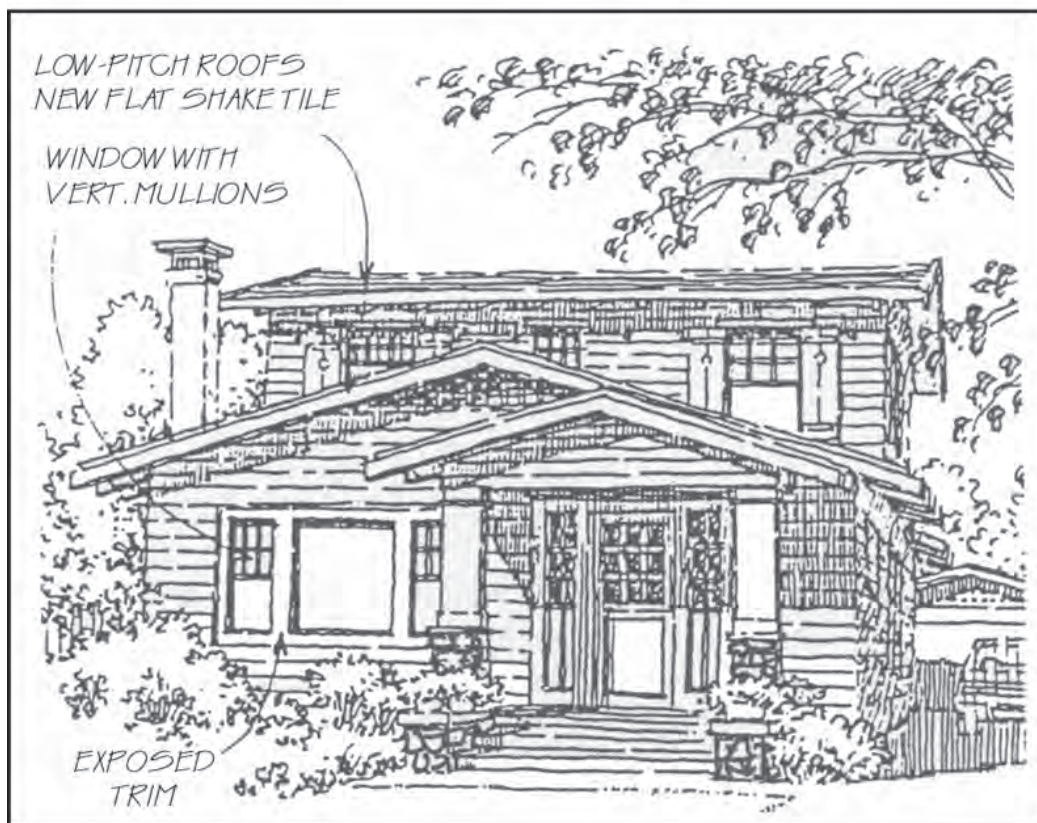
The architectural styles chosen have remained popular over time and are consistent with the prevailing history and design character of the region and the nearby Oxnard Historic District. They are intended to provide direction to the architect, while allowing latitude in the interpretation of the style. The styles represented are not intended to be prescriptive, but are intended to provide inspiration and encouragement. Additional architectural styles may be considered, subject to approval by the Development Services Director. Contemporary themed architectural styles are recommended in the Specific Plan Business Research use planning areas.

Craftsman - Figure 3-5

Unique characteristics of the Craftsman style include rustic texture of building materials, broad overhangs with exposed rafter tails at the eaves, and often extensive pergolas and trellises over large porches at the lower level. Roofs are low-pitched and gabled with wide unenclosed eave overhangs. Windows are often combined into horizontal groupings and are surrounded by wide and carefully detailed wood or other appropriate trim.

Elements	Description
<i>Roof</i>	☐ One and three-story structures (four-story allowed in Medium-High Density). ☐ Low-pitched gable roofs with wide unenclosed eave overhangs. ☐ Multiple roof planes. ☐ Decorative beams or braces under gable. ☐ Exposed, profiled rafter tails or fascia board set eaves, and simple wide bargeboards with trim at rakes (no stucco soffits). ☐ Flat concrete or slate tile roofs.
<i>Windows</i>	☐ Vertical and square windows combined into horizontal groupings. ☐ Divided lites in upper sashes of single- or double-hung windows. ☐ Surrounded by wide and carefully detailed wood or other appropriate trim. ☐ Window dormers with gable or shed roof.
<i>Wall Materials</i>	☐ Wide, horizontal wood siding or smooth stucco. ☐ Frequent use of natural or simulated cobblestone and river rock. ☐ Occasional use of brick at base of wall or porch. ☐ Rubble stone faux chimneys. ☐ Use of natural materials such as redwood, tile, and stone. ☐ Exposed wooden balconies. ☐ Trellis porch or porte-cochere.
<i>Architectural Elements</i>	☐ Tapered wood posts set on rectangular or tapered masonry piers. ☐ Exposed wood beams and brackets, profiled at the ends. ☐ Extensive use of gabled porches. ☐ Band sawed and pierced ornamentation in the wood railings.
<i>Colors</i>	☐ Brown rich contrasting accents. ☐ Lighter whites, grays, flat blues, earthy greens, and yellows.

Craftsman - Figure 3-5



Traditional - Figure 3-6

Unique features of the Traditional style draw on forms and details from the early ancestral homes along the Atlantic seaboard of Colonial America. Creative touches of wood and horizontal siding define the Traditional style, which is identified by simple one and two story rectangular boxes with a primary front to back side-gabled roof. Hip roofs tend to occur at the first story roof lines associated with porch elements.

Elements	Description
<i>Roof</i>	❑ One- or two-story except as deemed appropriate to specific design. ❑ Flat concrete tile or composition shingle tile . ❑ Roof pitches are steeper normally ranging from 5:12 to 7:12. First story porch roofs can have lower pitches of 3:12 to 4:12. ❑ Overhangs are typically shallow; 6” – 12” rakes with 12’ – 18” eaves, sometimes with the use of double trim fascia/barge boards.
<i>Windows</i>	❑ Single hung rectangular multi-paned windows frequently arranged in pairs or stacked at first and second floors. ❑ Bay windows. ❑ Typically louvered shutters at primary windows – sized to match window openings.
<i>Wall Materials</i>	❑ Stucco. ❑ Both horizontal and vertical accent siding is used – board and batten, clapboard and lap siding. ❑ Brick or stone is used mostly as a wainscot at the first story or on built-up column/post bases.
<i>Architectural Elements</i>	❑ Accentuated front entry door with pediment and columns or covered front porch. ❑ Decorative vents or trusses at gable ends. ❑ Wood columns/posts and railing with vertical pickets. ❑ Simple garage doors. ❑ Occasional use of dormer windows. ❑ Wood outlookers.
<i>Colors</i>	❑ White or a variety of brighter, bolder theme colors. ❑ Typically white/off white trim and fascia/barge board. ❑ Body siding colors should match the stucco color, however areas of accent siding should be contrasting darker shades or white. ❑ Deeper, darker shutter and accent colors.



Traditional - Figure 3-6



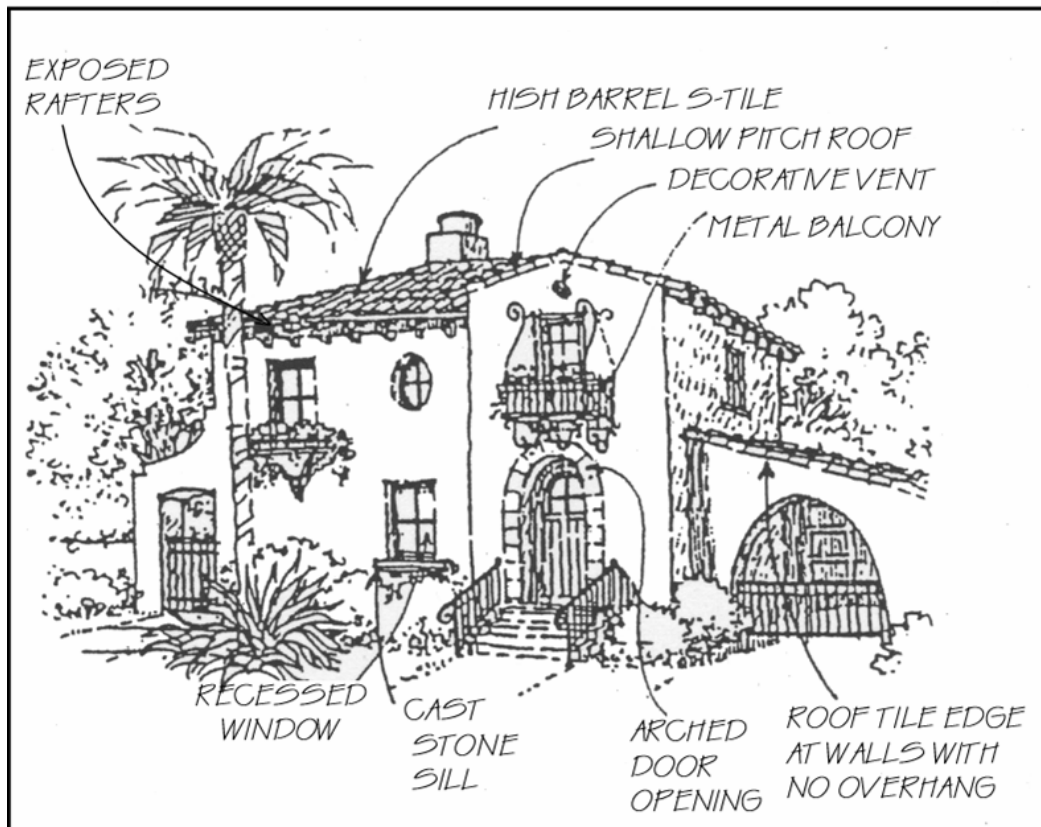
Spanish Colonial Revival - Figure 3-7

Unique features of the Spanish Colonial Revival style include red tile hipped roofs, ornamental ironwork over windows or on balconies, arcaded porches, ornate low-relief carvings highlighting arches, columns, window surrounds, and parapets. Stone or brick exterior walls often are left exposed or finished in plaster. Windows can be either straight or arched.

Elements	Description
<i>Roofs</i>	☐ One and three-story structures (four-story allowed in Medium-High Density). ☐ Low-pitched gabled roof with little or no overhang. ☐ Simple hip, gable, and shed forms. ☐ Exposed rafter tails or profiled cornice at eaves. ☐ No overhang at gables, with tile wrapped over face of wall, with or without profiled cornice and/or stucco soffits. ☐ High barrel concrete “S” tile in red colors, or two-piece/high-profile “S” clay tile.
<i>Windows</i>	☐ Recessed feature windows at façades. ☐ Flat, arched, segmental, or half round window heads. ☐ No trim typically at heads or jambs of typical openings. ☐ Stone or simulated cast stone, pre-cast concrete or stucco over foam at accent openings, or at sills of typical openings.
<i>Wall Materials</i>	☐ Smooth finish stucco (no rougher than sand or light lace finish). ☐ Cut or simulated stone accents. ☐ Clay or polyurethane/foam material made to faithfully simulated clay pipe scuppers and vents. ☐ Shutters at windows accent windows.
<i>Architectural Elements</i>	☐ Heavy exposed beams. ☐ Iron, steel bar block simulating wrought iron, or wood balconies and rails. ☐ Masonry, stucco, or wood column and balustrades. ☐ Arcades and trellises. ☐ Decorative tile insets; decorative wrought iron railings, window treatments, or balconies. ☐ Low stucco wall at frontage, enclosing forecourt.
<i>Colors</i>	☐ White and off-white walls. ☐ Dark brown wood. ☐ Vibrant paint and tile accents.



Spanish Colonial Revival - Figure 3-7



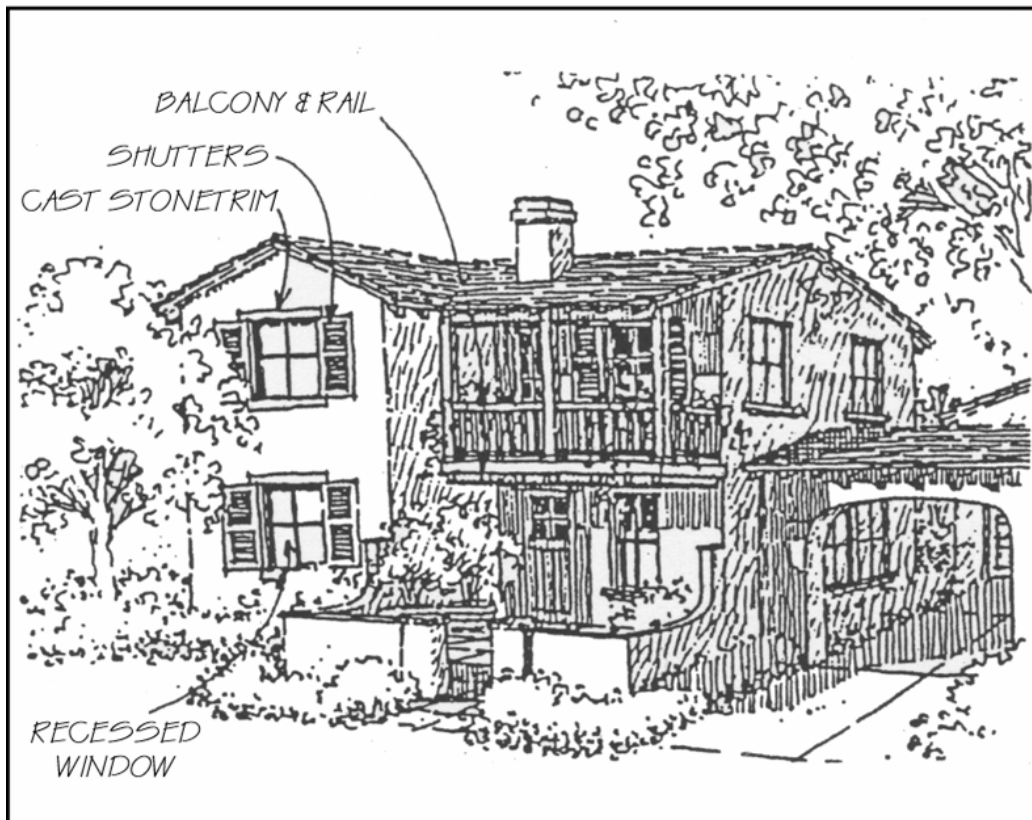
Monterey - Figure 3-8

Unique characteristics of the Monterey style include low-pitched roofs with flat concrete tile, usually in tones of browns and brownish terra cotta. The Monterey typically has a prominent second floor covered wood balcony or covered front porch at the façade. Wall surfaces are always stucco and the forms are usually asymmetrical.

Elements	Description
<i>Roofs</i>	☐ One and three-story structures (four-story allowed in Medium-High Density). ☐ Low-pitched gabled roof with little or no overhang. ☐ Simple hip, gable, and shed forms. ☐ Exposed rafter tails or profiled cornice at eaves. ☐ No overhang at gables, with tile wrapped over face of wall, with or without profiled cornice and/or stucco soffits. ☐ High barrel concrete “S” tile in red colors, or two-piece/high-profile “S” clay tile.
<i>Windows</i>	☐ Recessed feature windows at façades. ☐ Flat, arched, segmental, or half round window heads. ☐ No trim typically at heads or jambs of typical openings. ☐ Stone or simulated cast stone, pre-cast concrete or stucco over foam at accent openings, or at sills of typical openings.
<i>Wall Materials</i>	☐ Smooth finish stucco (no rougher than sand or light lace finish). ☐ Cut or simulated stone accents. ☐ Clay or polyurethane/foam material made to faithfully simulated clay pipe scuppers and vents. ☐ Shutters at windows accent windows.
<i>Architectural Elements</i>	☐ Heavy exposed beams. ☐ Iron, steel bar block simulating wrought iron, or wood balconies and rails. ☐ Masonry, stucco, or wood column and balustrades. ☐ Arcades and trellises. ☐ Decorative tile insets; decorative wrought iron railings, window treatments, or balconies. ☐ Low stucco wall at frontage, enclosing forecourt.



Monterey - Figure 3-8



3.7.2 RESIDENTIAL DEVELOPMENT

Residential uses include various densities ranging from R-2 (maximum 7 to 12 dwelling units per acre), to R-3 (maximum 12 to 18 dwelling units per acre), to R-4 (18 to 30 units per acre). A fundamental planning principle of this Specific Plan is to incorporate a range of development densities located within close proximity. Higher densities will be designed as clustered neighborhoods, with resident parking and automobile access from an interior parking court which is accessed off of secondary streets. This design reduces the number of curb cuts and automobile activity on the main streets, improving automobile circulation and maintaining pedestrian friendly activity. These higher density clusters will be located along the main circulation arteries or near employment centers and retail services. Less dense residential development will be oriented away from the commercial and automobile activity. This type of clustered neighborhood design with access and orientation to the street is

consistent with the Traditional Neighborhood Design Concept proposed for this Specific Plan.

The following Design Guidelines for this Specific Plan are consistent with both the City of Oxnard Zoning Code and the recommended architectural styles.

General Design Guidelines for Residential Uses

The following guidelines apply to all residential development within the Teal Club Specific Plan area.

Residential	General Design Guidelines for Residential Uses	Table 3-4
<i>Site Planning</i>	□ Orientation of buildings to the street is a fundamental objective of this Specific Plan. In multi-family residential areas, one of the prevalent features shall be an attractive internal pedestrian-oriented circulation system. □ Street configuration is designed to maintain the majority of automobile traffic on main circulation arteries and limit the volume of automobile traffic on secondary streets. □ Neighborhood design along main travel arteries should be clustered with interior parking courts, which access off of secondary streets, thus limiting the number and frequency of curb cuts along the main street. □ Parking shall be provided for permitted uses in accordance with the provisions of the Zoning Code. Required parking for residences shall be located and designed in conformance with the development standards and the design guidelines.	



Residential	General Design Guidelines for Residential Uses	Table 3-4 continued
<i>Architectural Details</i>	□ These guidelines define a range of materials, elements, and details required for residential units and site improvements within the Specific Plan area and apply to all architectural styles recommended for residential land uses (see Section 3.7.1 for recommended architectural styles).	
<i>Roofs and Massing</i>	□ Allowable building forms shall be three-and four story for Medium-High, two-and three story massing for Medium Density residential and two-story for the Low-Medium density residential to be accompanied by taller appropriate details, as appropriate for the particular architectural style. □ Overhanging eaves should be finished with exposed rafter tails or a cornice, as appropriate for the selected architectural style. The minimum dimension of exposed rafter tails should be three inches. □ Skylights should be flat (non-bubble) only. □ Gutters should be painted galvanized steel or painted aluminum. Allowed gutter shapes are half round and ogee. □ Roofing materials should be concrete barrel or flat tile or high-quality composite materials. □ The roofing material for each house or building should be consistent with the selected architectural style, as specified in the architectural styles (Section 3.7.1) of these guidelines.	
<i>Doors and Windows</i>	□ Exterior doors and windows should be made of wood, vinyl clad wood, vinyl, or metal. □ Window glass should be clear glass with not more than 10 percent daylight reduction (tinting), and should not be reflective (mirrored). □ Windows may have the following accessories: shutters sized to match the openings, canvas awnings appropriate to the architectural style, and planter boxes supported by visible and decorative brackets.	

Residential	General Design Guidelines for Residential Uses	Table 3-4 continued
<i>Doors and Windows (cont.)</i>	□ Windows and doors may be trimmed in painted wood, brick, stone, or cast stone. □ Windows may be single-hung, double-hung, hinged casement, or slider. Windows on main façades should be consistent with the selected architectural style. □ Façades adjacent to or visible from the street should be fenestrated with windows and doors, identifying a principal entry to the building where practical.	
<i>Walls and Fences</i>	□ Building walls should be made of or finished in smooth or sand finish stucco, painted wood siding, brick, stone, or approved composite materials faithfully simulating these natural materials appropriate to the architectural style. □ Perimeter garden walls should be made of concrete sand - colored slump masonry material. □ Painted wood picket fences are allowed at the frontages of lots in the Low-Medium residential areas as long as they match the architectural style of the main structure. These fences should be a maximum of 36 inches in height and all fences shall be set back at least three feet from back of sidewalk with landscape between the sidewalk and fence. □ Rear yard walls visible from a street should be made of sand-colored slump block masonry. Interior yard walls and gates may be vinyl. □ Such walls should be no more than six feet in height, except where noise sources or adjacent grade differences require higher walls.	
<i>Mechanical and Electrical Equipment</i>	□ All mechanical and electrical equipment—including but not limited to air-conditioning units and antennas—whether roof-mounted, ground-mounted, or otherwise, should be screened from street view with construction materials and a design that is consistent with the architectural style of the main structure. An exception shall be made for flat roof-mounted solar panels.	
<i>Colors</i>	□ Roofs: Fireproof Materials appropriate to the architecture style of the main structure in color and texture. □ Walls: Natural materials or composite materials faithfully replicating the color and texture of the natural material, appropriate to the architectural style of the main structure. □ Accents: Traditional and historically correct colors to complement the selected architectural style.	



R-2 Density Residential Guidelines

This residential density creates a moderate intensity development and provides for residential development of 7-12 units per acre in the form of two-story buildings, courtyard housing, condominiums, townhouses or detached two-story single-family houses. Buildings are to be designed in a manner that orients the main façades to the adjacent street and takes advantage of the associated circulation system. On-site parking shall be located primarily in street-facing or clustered garages. On-street parking shall be encouraged through site design. Minimal front yard setbacks will be used along main circulation arteries. Private outdoor space in the form of balconies, patios, and porches is required. Buildings should have definitive entries and should function to reduce the physical scale of the buildings through the use of pedestrian scale design elements. Development standards specified within the Development Standards (Table 3-4) of this Specific Plan shall be utilized. Additionally, the following Development Guidelines shall apply.



Residential	R-2 Density Development Guidelines	Table 3-5
	❑ Two-story maximum building height of 30 feet, or up to 35 feet with an approved Residential Planned Development Permit (RPD). ❑ A minimum of three variations of floor plans and three distinct exterior elevations shall be required. ❑ Lot sizes shall be per the Teal Club Specific Plan (Table 3-4). ❑ Front yard setbacks to porches or building shall be a minimum of 10 feet from adjacent street right of way, with a 2-foot minimum front setback variation between adjacent residences. ❑ Side and rear setbacks shall be a minimum of five feet, subject to site plan approval. ❑ Parking garages shall not be oriented to the adjacent arterial or collector street and shall be accessed through a private drive aisle or parking court where feasible. Garages facing local streets shall be set back further than the porch or main structure. ❑ The minimum parking requirements shall be per the City of Oxnard Zoning Ordinance. Of the spaces required, only guest parking spaces are allowed as “on-street” parking. ❑ Craftsman, Traditional, Spanish Colonial Revival, and Monterey architectural styles and contemporary interpretations are appropriate for Low-Medium Density Development. Trash receptacles, electrical transformers, and other service elements shall be located in areas where parking is permitted and shall be screened from public view within the allowable standards of public utility agency requirements. ❑ All mechanical and electrical equipment—including but not limited to air-conditioning units, and antennas—whether roof-mounted, ground-mounted, or otherwise, shall be screened from public view, except as limited by other agency regulations. An exception shall be made for flat-mounted solar panels. ❑ A minimum of two fully enclosed garage spaces are required for each detached unit.	



R-3 and R-4 Residential Design Guidelines

This residential category provides for residential development from 12 to 30 units per acre in the form of two- and three-story condominium buildings, courtyard housing, or townhouses as well as three- and four-story apartment buildings. Development standards per the City of Oxnard Zoning Ordinance for the R-3 and R-4 Zone Classifications shall apply, except as specified within the Development Standards (Table 3-4) of this Specific Plan. This density provides a moderate transition from arterial roadways and nearby commercial and industrial development. Buildings are to be designed in a manner that orients the main façades to the adjacent street and takes advantage of the associated circulation system. Resident parking shall be located primarily behind buildings or otherwise screened from street view. Guest parking may be accommodated in a combination of designated on-site spaces and on-street parking along the perimeter of a multi-family residential parcel. Clustered design is encouraged. Minimal front yard setbacks will be used along main internal circulation roadways. Private outdoor space in the form of balconies, patios, or porches is required. Buildings should have definitive entries and should function to reduce the physical scale of the buildings through the use of pedestrian scale design elements.

Pedestrian or bike access will be an integral part of the site design. The adjacent pedestrian oriented circulation system can be used as a secondary recreation area as it relates to providing residents with an enjoyable route to walk, jog, bike, etc. The following Development Guidelines shall apply.



Residential	R-3 and R-4 Density Development Guidelines
	❑ R-3 shall have a three-story maximum building height of 45 feet, and R-4 shall have a four-story maximum building height of 50 feet, with any exceptions requiring an approved Residential Planned Development Permit (RPD) subject to FAA restrictions and in accordance with zoning standards. ❑ Lot sizes shall be per the Teal Club Specific Plan (Table 3-4) and comply with Subdivision Map Act standards for attached and multi-family dwelling units. ❑ Front yard setbacks along circulation arteries shall be 15 feet as measured from the adjacent right of way. On corner lots the front setback applies to both façades facing an adjacent roadway. ❑ Side and rear setbacks shall be determined by the individual Planned Development Permit of each project and may be less than those established in the Oxnard Zoning Code. Minimum building separation shall be 5 feet per story of the taller of two adjacent buildings. (Example: 15 foot building separation between a three-story building and a two-story building.) This shall apply to buildings located on either the same parcel or adjoining separate parcels. ❑ Parking areas shall not be located between the building and the adjacent street and shall be configured as “parking courts.” Any parking areas visible from a street frontage shall be screened from view by a low wall or by continuous landscaped shrubbery. ❑ The minimum parking requirements shall be per the City of Oxnard Zoning Ordinance. Of the spaces required, only guest parking spaces are allowed as “on-street” parking. Tandem garage parking shall be allowed in R-3 for-sale residential projects and included in parking count totals. Tandem spaces shall be assigned to the same unit. ❑ Trash receptacles, electrical transformers, and other service elements shall be located in areas where parking is permitted and shall be screened from public view within the allowable standards of public utility agency requirements. ❑ All mechanical and electrical equipment—including but not limited to air-conditioning units, and antennas—whether roof-mounted, ground-mounted, or otherwise, shall be screened from public view, except as limited by other agency regulations. An exception shall be made for flat roof-mounted solar panels. ❑ Craftsman, Traditional, Monterey and Spanish Colonial Revival architectural styles and contemporary interpretations are appropriate for Medium and Medium High Density Development.



3.7.3 COMMERCIAL & MIXED-USE DEVELOPMENT (C-2)

The commercial and mixed-use land use components of the Specific Plan occur along Ventura Road and Beverly Drive. Mixed-use properties are a unique development type in that they combine retail and office commercial uses in a single site along with residential uses in suitable locations. The typical mixed-use design primarily has retail or office uses located on the first-floor street or public plaza frontage, while residential uses occupy the upper floors. Mixed-use development is consistent with the Traditional Neighborhood Design form proposed for this Specific Plan. Mixed-use development is conducive to the small town, pedestrian-oriented design elements proposed in this plan.

The mixed-use area is envisioned as a gathering place consisting of a combination of single buildings and building groups with landscape and hardscape details as a focal point. The ambiance of the mixed-use zones shall be open-air, inviting, and accessible to the public.

The most desirable design will utilize combinations of construction materials and accent features such as brick, stucco, wood, or stone. Heights will vary from one to three-stories and façades will be modulated to create the desired “village” environment. Contemporary interpretation of the Traditional or Spanish Colonial Revival theme will build upon this ambiance and allow architectural variety in the mixed-use area.

The mixed use development will complement the residential development in the rest of the Specific Plan area. Visually and physically,

where two planning areas abut, there shall be a smooth transition so as not to detract from the overall design. This smooth transition is accomplished through the continuation of the adjacent mixed-use architectural styles, the use of consistent landscape and hardscape materials, the pedestrian-oriented street design, and the street intersection corner landscape open space design.

General Design Guidelines for Commercial & Mixed-Use (C-2)

The following Design Guidelines for the mixed-use development zones are consistent with the City of Oxnard General Commercial Zone (C-2) standards, except as specified within this Specific Plan, and are intended to highlight and expand on the uniqueness of these highly visible public spaces.



Commercial & Mixed Use	General Design Guidelines for Mixed Use & Commercial (C-2)
<i>Site Planning</i>	❑ Buildings should be aligned along a plaza or sidewalk. Outdoor cafes and seating areas are encouraged. ❑ Main entrances should have an architectural definition, such as an awning, recessed niche, three dimensional feature, or building projection. ❑ A combination of hardscape and landscape is required from the street or parking lots to the building wall on every setback area.
<i>Architectural Character</i>	❑ C-2 buildings shall have a two-story maximum building height of 35 feet, and Mixed Use shall have a three story maximum building height of 45 feet except with an approved Design Development Review Permit. ❑ Buildings should maintain architectural articulation and visual quality on all sides. ❑ Front façades for mixed-use buildings should be designed to create an individual identity to each vertical module or unit. ❑ Storefront or display windows shall encompass a minimum of 40 percent and a maximum of 70 percent of the building facade. ❑ All mechanical and electrical equipment including but not limited to air conditioning units, and antennas (whether roof-mounted or otherwise), should be screened from public view. ❑ The mixed-use area shall allow a wider range of colors, materials, and forms to encourage a creative interpretation of the Traditional or Spanish Colonial Revival styles.
<i>Parking and Vehicular Access</i>	❑ The Commercial frontage along Ventura Road shall allow for one driveway curb cut between Doris Avenue and Beverly Drive. A visible parking lot is allowed on the Ventura Road frontage. ❑ Parking access, driveway design and parking areas shall provide clear path of pedestrian travel to store fronts. ❑ Parking shall be provided for permitted uses in accordance with the provisions of the Zoning Code. ❑ Nonresidential parking standards remain consistent with the City of Oxnard Zoning Ordinance; however, a shared parking agreement may be developed where practical and enforceable. ❑ Service and loading facilities must be screened from view from public streets, open spaces, and other sensitive uses. ❑ Trash receptacles, electrical transformers, and other service elements should be located in areas where parking is permitted and should be screened from public view by walls with matching architectural elements as those of the buildings they serve.



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3.7.4 BUSINESS RESEARCH PARK DEVELOPMENT (BRP)

Industrial uses within the Specific Plan are intended to promote a balance of jobs and housing within close proximity, reducing the dependence on automobiles. The Specific Plan industrial use areas are located immediately north of and adjacent to existing industrial zoning and provide a logical extension of this land use type. The intent of the Specific Plan industrial area is to provide a Business Research Park (BRP) zoned location for new or expanded manufacturing, research, professional, and high technology uses consistent with the economic development goals of the City of Oxnard. The walkable community planning principle of the Specific Plan places an emphasis on high

quality of life for the daytime workforce with direct access to trails, greenbelts, and parks. Commercial services including restaurants and shopping are planned within a ten minute walking distance of the majority of industrial parcels.

The following Development Guidelines are consistent with the Business Research Park (BRP) Zone, except as specified within this Specific Plan and are consistent with the recommended architectural styles.

General Design Guidelines for BRP Uses

The following guidelines apply to all industrial development within the Teal Club Specific Plan area.

Industrial	General Design Guidelines for BRP
<i>Site Planning</i>	□ Buildings should be located near Teal Club Road with at least 40 percent of parking and all service and loading activities located away from street view. The remainder of parking may be on the building street frontage side. □ A combination of hardscape and landscape is required from the street to the building wall on every setback area. □ Main entrances should be prominent and easily identified and accessible from clearly defined guest parking areas. □ All on-site lighting shall utilize light standards and devices that provide down-lighting that is shielded from abutting public streets, residential areas, or adjoining properties. □ Lot sizes shall be a minimum of 20,000 square feet.
<i>Architectural Character</i>	□ Two-story maximum building height of 35 feet. □ Architectural styles shall include contemporary themes unique to the industrial area or interpretations of the Specific Plan styles. □ Buildings shall maintain architectural articulation on all sides. □ Buildings shall not exceed two stories in height and are subject to Oxnard Airport height and lighting imitations. □ Building facades must have at least one break in wall plane of at least three feet in depth every 100 feet in length. □ Flat roofs shall be allowed with adequate mechanical space parapet screening.



Industrial	General Design Guidelines for BRP
<i>Architectural Character (cont.)</i>	□ All mechanical and electrical equipment including but not limited to air conditioning units and antennas (whether roof-mounted, ground-mounted or otherwise) should be screened from public view. An exception is made for solar panels which are integrated into the design of a building. □ Roofs shall be designed to accommodate solar panels. □ Tinted or reflective glass may be allowed, appropriate to the architectural style. □ The industrial use area shall allow a range of colors, materials, and forms to encourage architectural diversity within the limits of the style selected for an individual building or buildings. The decision-makers shall have authority on appropriateness of colors through the discretionary permit process.
<i>Walls and Fences</i>	□ Walls and fences are to be made of sand-colored slump masonry material. □ Walls shall be utilized to screen all permitted outdoor activities completely from offsite public view. □ The required height for any BRP zone wall or fence is eight feet, except with a discretionary permit which may allow up to ten feet in height. □ All BRP public-facing wall surfaces shall be planted with approved fast-growing vines and trellis material to prevent graffiti. □ Outdoor storage shall be subject to a Special Use Permit and shall not exceed the height of the perimeter screen wall.
<i>Parking and Vehicular Access (cont.)</i>	□ No loading areas may be located where they can be viewed directly from any adjacent or nearby residential areas. Loading areas are to be screened from view by walls or fences. □ A 20-foot wide landscape buffer and wall shall be incorporated into the site design separating the residential street from the BRP area (as shown in Fig 3-4). □ Trash receptacles, electrical transformers, and other service elements should be located in areas where parking is permitted and should be screened from public view by walls matching architectural elements of the buildings they serve. □ Trash enclosures shall include hose bibs and be maintained in a clean and odor-free condition. □ Industrial and office parking standards remain consistent with the City of Oxnard Zoning Ordinance; however, a shared parking agreement may be developed where appropriate, practical, and enforceable. □ Guest parking shall be provided at clearly identifiable locations near the entry to a building. □ No on-street loading is allowed in the industrial areas of the Specific Plan.

3.7.5 PUBLIC PARKS & HOA RECREATION AREAS

The Specific Plan provides for a range of active and passive park spaces with varied uses and amenities. The combination of private homeowners' association facilities and publicly owned and maintained parks are intended to meet the needs of the plan area residents and business employees as well as provide public benefit to the entire Oxnard community.

The intent of the park and open space plan is to ensure that all residents and employees are within a ten-minute walk of usable recreational amenities, encouraging an active healthy lifestyle. There are two public parks in the plan area: the Phase 1 and 2 portions of the ten-acre centrally-located Neighborhood Park and the 7.3 acre Phase 2 southwest area park. The central east-west greenbelt creates a visible connection for public gathering, organized recreation, walking, and biking.

Both public parks will be owned and maintained by the City of Oxnard and serve a portion of the recreational needs of the plan area and the existing nearby neighborhoods. Maintenance funding shall be provided by a Maintenance Community Facilities District (CFD) or other city-approved funding mechanism. Turf play areas, playground equipment, bathrooms, and picnic tables will be incorporated into the parks, subject to final design approval by the City of Oxnard.

HOA Private Recreation Areas

HOA-maintained private recreation areas constructed by developers and maintained by Property Owners' or Homeowners' Associations are allowed. These private spaces provide for a portion of recreational



needs and are available for use only by the residents and guests of the plan area or a sub-area of the Specific Plan.

All park and private recreation landscaping will be irrigated with City of Oxnard water and comply with the landscape guidelines of the Specific Plan. The park plans shall also comply with the Recreation Element of the General Plan. The following guidelines shall be considered when planning and designing the Public Parks and HOA-owned facilities within the Teal Club Specific Plan area.



Parks	General Design Guidelines for Parks
<i>Neighborhood Parks</i>	❑ Park shall be operated and maintained by City of Oxnard Recreation and Community Services Department. All costs of maintenance of the parks shall be borne by the Specific Plan developments under a financing mechanism as defined within the Phase 1 and Phase 2 Development Agreements. ❑ No more than 50 percent of the total park area shall be reserved for turf and shall also provide areas for passive recreational space. ❑ A portion of the park area shall be designed as active recreational space with related equipment that shall include play structures and/or a tot play area. ❑ Organized sports fields may be considered for the turf areas. Field lighting shall be allowed subject to Oxnard Airport approval. Lighting for pedestrian and parking areas shall be designed to the highest available light cut-off standards due to the proximity to the Oxnard Airport and nearby residences. Pedestrian and parking lot pole lighting shall not exceed 20 feet in height. ❑ Each park shall include at least six picnic tables and appropriate apparatus; group picnic facilities may be allowed at this location and could include one shelter structure. ❑ Park benches, drinking fountains and trash receptacles will be included at appropriate locations. ❑ Restroom facilities shall be provided, subject to City approval. ❑ The park architectural character will be consistent with the theme of the allowed Specific Plan architectural styles. ❑ Landscape area will include clusters of trees dispersed throughout the park area. ❑ Park landscape will be designed to promote off-site visibility and public safety for policing and neighborhood awareness throughout the park. ❑ The roadway edges of the park should incorporate the adjacent streetscape character. ❑ No more than 15 percent of the park will be utilized for parking lots. On-street perimeter parking is allowed. Overnight parking is prohibited. ❑ Field lighting shall be designed to the highest available light cut-off standards to shield future adjacent homes from light and glare. Field lighting and hours of operation shall be managed by the City Recreational Services Department. ❑ All lighting shall comply with the City of Oxnard lighting requirements.



Parks	General Design Guidelines for Parks and Recreation Areas
<i>HOA Facilities</i>	□ Facilities shall be operated, funded and maintained by a private Property Owners' Association, or as required by an applicable Development Agreement. □ A maximum of 25 percent of the total overall HOA recreation and greenbelt area shall be reserved for turf or other appropriate surface and shall provide passive recreational space. □ Park benches and trash receptacles will be included at appropriate locations. □ HOA maintained areas may contain a fenced and gated pool and spa for the exclusive use of the Property Owners' Association members per the Association rules and regulations. □ Restroom facilities shall meet or exceed the requirements of applicable Building Codes. □ Community use buildings may be constructed for the exclusive use of the Property Owners' Association members per the Association rules and regulations. □ Active recreational features such as basketball half-courts may be included. □ Passive landscape gardens and community produce gardens are encouraged within the community. □ Landscape area will include clusters of shade trees dispersed throughout the recreation areas. □ Landscape will be designed to promote off-site visibility and public safety for policing and neighborhood awareness throughout the community.



3.7.6 OPEN SPACE

The open space elements of the plan are intended to enhance the quality of life for residents and employees of the area and provide vital environmental benefits. Open space will be privately-owned and maintained by a Property Owners Association, or as required by an applicable Development Agreement. Greenbelts, parkways, and the Mixed-Use Central Plaza shall be publicly accessible; pool areas and internal recreational amenities within the Planning Areas shall be for the private use of Specific Plan residents within the individual Planning Areas. All required irrigation shall be with City of Oxnard water and comply with the landscape guidelines of the Specific Plan.

Greenbelts

Greenbelts link the community together and provide a further separation between commercial and residential uses. Greenbelts shall be primarily turf and locally-adapted

ground cover, shrubs, and trees.

Detention Basins & Water Quality Features

Detention basins provide both flood control and water quality functions, resulting in improved outflows. Landscaping is intended to be native or adapted species and should need little or no irrigation after a grow-in period.

General Design Guidelines for Open Space

The following guidelines shall be considered when planning and designing the open space within the Teal Club Specific Plan area.



Open Space	General Design Guidelines for Open Space
<i>Greenbelts</i>	☐ Shall be owned and maintained by a private Property Owners Association, or as required by an applicable Development Agreement. ☐ Design shall require approval of the City of Oxnard. ☐ Introduced vegetation shall be consistent with the landscape standards of the Specific Plan. ☐ Picnic tables and apparatus are not intended to be in the greenbelt and trail areas. ☐ Park benches and trash receptacles will be included at appropriate locations. ☐ Lighting may be allowed along the greenbelt with the consent of the City of Oxnard. Lighting shall not spill over onto adjacent residential lots.
<i>Detention Basins</i>	☐ Shall be operated and maintained by a Property Owners' Association or other private entity for the purpose of flood control and water quality assurance. ☐ Design shall require approval of the City of Oxnard. ☐ Introduced vegetation shall be consistent with the landscape standards of the Specific Plan and provide suitable vegetation consistent with the engineering design requirements of the basin. ☐ No buildings shall be allowed in the detention basins. ☐ All detention basins in excess of 18" water storage depth shall be fenced and gated to restrict public access. ☐ Basins shall be maintained to the standards of the water quality permit issued by the City of Oxnard or any other agency with jurisdiction over their function. ☐ Irrigation may be temporary or permanent, subject to the final design approval of the City of Oxnard.

3.7.7 LANDSCAPE

The Teal Club Specific Plan concept seeks to unify the diverse planning elements of both the site and its surroundings, which tie the entire project together. The landscape concept also aims to provide a distinct visual impression and community identity while providing the highest level of aesthetic standards that will assure an attractive environment and enhance

the quality of life among its residents. The landscape elements will recall the Coastal California theme through the use of native and naturalized plant materials. This Coastal California sense will carry through from the drought-tolerant and indigenous plants to the hardscape features including decorative walls, signs, and monuments.



Landscape irrigation for the community will be designed to provide the most efficient means to distribute irrigation water and provide the community with the latest technology for community-wide water conservation.

A detailed planting palette has been carefully selected for the project. The primary goal is to incorporate species that are already well established, including a variety of traditional trees, shrubs, and grasses historically found

in the area. Plant selection factors include compatibility with local soils, the micro- and macro climates throughout the site, the plant's ability to merge into the existing natural environments, and drought tolerance. See Appendix 1, Landscape Palette, for the plant selections and locations. Additional plant materials may be administratively approved by the Community Development Director or their designee.

General Landscape Guidelines

In addition to City of Oxnard's Landscape Standards and the landscape provisions of this document, the following guidelines shall apply to all land uses within the Specific Plan area.

Landscape	General Landscape Guidelines for Specific Plan Area Uses
<i>General Landscape</i>	□ All areas not devoted to paving or building shall be landscaped and permanently maintained. □ Planting area dimensions shall be consistent with plant material requirements and the purpose of the planting, such as aesthetics, screening, environmental mitigations, air quality, wind, noise, etc. □ Street trees shall be planted at minimum of 40-foot intervals. □ Permanent automatic irrigation facilities with moisture sensors shall be provided in all landscaped areas. □ Landscape areas shall be maintained by Property Owners' or Homeowners' Associations and may be funded by Maintenance and Community Facilities District (CFD). □ Prior to the issuance of building permits for each individual segment of the plan area, landscape and irrigation plans in conformance with these regulations shall be submitted to the City of Oxnard. □ To minimize exterior water use, the following measures shall be incorporated into project design within the project area, where feasible: use of drought tolerant plants; extensive use of mulch in landscaped areas; installation of low precipitation rate irrigation systems where appropriate.

Landscape	General Landscape Guidelines for Specific Plan Area Uses
<i>General Landscape (cont.)</i>	□ All street trees shall be planted and staked per City of Oxnard landscape standards and details. All trees planted in turf areas shall receive turf boots to prevent damage from mowers and edgers, etc. Root barriers shall be required where trees are planted within five feet of any walls, curbs, walks, buildings, or other hardscape. □ All plant materials shall be planted in accordance with City of Oxnard standards and minimum sizing requirements. □ All landscaping and irrigation shall comply with the Water Efficient Landscape Ordinance No. 2822 and the associated Landscape Water Conservation Standards. Where conflicts may exist between the Specific Plan language and the Ordinance No. 2822 language, the more restrictive water use language shall prevail. □ Where the specific plan design guidelines are silent on landscape issues, the City of Oxnard Landscape Standards shall prevail.

Landscaping Guidelines for Residential Yards

The types of landscape, hardscape, and low yard walls or fences that are built adjacent to the streets will define the character of the neighborhood. This Specific Plan allows for front yard landscape treatments that emphasize the front lawn due to the availability of “Advanced Purified” water to the Specific Plan area. All publicly visible yards shall obtain landscape plan approval prior to construction per the requirements of Community CC&R’s.

In addition to City of Oxnard landscape standards and the landscape provisions of this document, the following shall apply to all residential yards within the Specific Plan area.



Landscape	Landscape Guidelines for Residential Yards
<i>Front Yard General</i>	□ Forty percent of the yard may be hardscape, providing access to the garage, guest parking, front walks, and courtyards. Hardscape may include brick, stone, interlocking concrete pavers, textured concrete, and/or impressed patterned concrete. The balance of the yard shall be landscaped. Only driveways may be used for driving and parking of automobiles. □ Landscaping may include turf, low shrubs or groundcover, and yard trees, as outlined in the Plant Palette Appendix to the Specific Plan.
<i>Front Yard Detached & Attached Cluster Home Areas (R-2)</i>	□ Front yards shall be a minimum of 10 feet in depth from the back of the sidewalk to a façade, including patios and porches. A setback minimum of 18 feet shall be required from the back of public sidewalk to a garage door. □ No more than 25% of the front yard may consist of turf grass.. □ At façades, low shrubs and/or groundcover shall be planted against the façade. □ At porches, low shrubs or wall vines shall be allowed. □ No pilasters, statuary, fountains or decorative columns shall be allowed in front yards.
<i>Front Yard R-3 and R-4 Areas</i>	□ Multi-family front yards shall be a minimum of 15 feet in depth from the back of the public sidewalk to a facade, including patios and porches. □ Turf, ground cover, and low shrubs may be planted in the area between the buildings and the sidewalk. □ Shrubs may be massed or configured as maintained hedges. □ Tree sizes and types shall be planted as buffers at the edge of the private space in proportion to the height and mass of the building façade.
<i>Other Yards</i>	□ Side yards shall be planted to ensure privacy and create buffers as identified above. Where practical, public street-adjacent side yards shall be planted and maintained by a Property Owners Association. □ Rear yards and property lines shall be landscaped in order to preserve the quality of the pedestrian oriented circulation system and prevent erosion.

Landscape Guidelines for Roads and Streets

The principal plantings on all streets are tree rows mixed with landscape groundcover and shrubs that define the pedestrian oriented circulation system. Perimeter and interior roads connect the Teal Club Specific Plan area to the adjacent land uses. The Plant Palette Appendix provides the Master Street Tree Plan.

In addition to City of Oxnard landscape standards and the landscape provisions of this document, the following shall apply to all roads and streets within the Specific Plan area.

Landscape	Landscape Guidelines for Roads and Streets
<i>General</i>	□ All streetscapes shall be planted with 24-inch box-sized trees. □ Street trees shall be selected for their ability to form canopies and require minimal maintenance; this includes trees with sidewalk-friendly root systems. □ Root collars will be utilized in all areas where there are sidewalks and/or plazas. □ Consistency in tree species and spacing shall be used to establish a strong street identity.
<i>Arterial Roads</i>	□ Trees on arterial roads shall be planted along the landscape buffer area adjacent to all public sidewalks with lawn or groundcover. □ Trees will be spaced equally at approximately 40 feet on center.
<i>Streets (Collector and Local)</i>	□ Collector and Local streets shall have trees planted along the landscape area adjacent to all public sidewalks with lawn as groundcover. □ Trees will be spaced equally at approximately 40 feet on center. □ In order to provide maximum identity, the width of landscape buffers, street medians, and sidewalks shall correspond to the type of the street.



Landscape Guidelines for Parking Lots

In addition to City of Oxnard landscape standards and the landscape provisions of this document, the following shall apply to all parking lots within the Specific Plan area.

Landscape	Landscape Guidelines for Parking Lots
<i>Parking Lots</i>	□ Landscaping of parking lots shall consist of 24-inch box trees and shall be provided at the rate of one tree per eight parking spaces. □ The required trees shall be planted on landscaped islands located within the parking area and along the perimeter of the parking area.

3.7.8 HARDSCAPE & STREET FURNITURE

The design of hardscape and street furniture shall create a strong community framework that relates to the established architectural style and character. Natural materials and quality construction are strongly encouraged. The hardscape and street furniture element may include enhanced paving (sidewalks and paving), walls and fences, arbors and shade

structures, water features, gates, seating elements, lighting, signage, finishes, grade elevations, and drain structures.

General Design Guidelines for Hardscape and Street Furniture

The following are guidelines for hardscape and street furniture design within the Specific Plan area.

Hardscape and Street Furniture	General Design Guidelines for Hardscape and Street Furniture
<i>General</i>	□ Hardscape shall be used to enhance the pedestrian experience. □ Enhanced paving shall be considered in high visibility areas, neighborhood entries, and key intersections throughout the Specific Plan area. □ Hardscape materials may include, but are not limited to, the following: integral color concrete with acid wash finish and a pattern of frequent deep score joints; seeded exposed aggregate concrete; impressed (stamped) concrete with modular tile or cobblestone pattern; pre-cast interlocking concrete pavers. □ Street furniture shall be provided at appropriate intersections and gathering places; materials and colors are to be consistent throughout the plan area.

3.7.9 CURBS & SIDEWALKS

The following are guidelines for curbs and sidewalks within the Specific Plan area.

Curbs and Sidewalks	General Design Guidelines for Curbs and Sidewalks
<i>Curbs</i>	□ Curbs shall be vertical concrete curb and shall be natural gray concrete.
<i>Sidewalks</i>	□ Sidewalks will be natural gray medium acid wash finish concrete with a tooled grid to reflect the character of older early California neighborhoods (2 ft. x 2 ft. grid for 4 ft. walks), (2.5 ft. x 2.5 ft. grid for 5 ft. walks), and (3 ft. x 3 ft. grid for 6 ft. walks). □ Other walkways in the community may include, but are not limited to, the following: natural gray acid wash concrete; integral color concrete with acid wash finish; seeded/exposed aggregate concrete; pre-cast interlocking concrete pavers.

3.7.10 LIGHTING

The following are guidelines for street and decorative lighting within the Specific Plan area.

Lighting	General Design Guidelines for Lighting
<i>Street Lights</i>	□ Street lights shall be decorative pole lights with traditional globe or pendant fixtures to match the architectural character of the Traditional Neighborhood community theme. □ “Cobra” lights will not be permitted within the neighborhoods. □ Poles may be concrete or aluminum; color and finish are to be reviewed by the Development Services Director. □ Lighting shall not spill over from the subject parcel to any other lot or create a hazard for pedestrians or automobile drivers.
<i>Decorative Lights</i>	□ Decorative up-lights, bollards, and landscape accent fixtures are allowed in the community at entries to individual neighborhoods and the commercial, mixed-use, and industrial areas. These lights shall match the architectural character of the Traditional Neighborhood community theme. □ Lighting shall not spill over from the subject parcel to any other lot or create a hazard for pedestrians or automobile drivers.



3.7.11 WALLS & FENCES

In keeping with the community theme of inclusiveness and integration, rather than exclusivity and segregation, the following are guidelines for walls and fences within the Specific Plan area.

All walls and fences shall comply with the Oxnard Municipal Code. In the event of a conflict between the Municipal Code and this Specific Plan, the more restrictive requirement shall apply.

Walls and Fencing	General Design Guidelines for Walls and Fencing
<i>Walls and Fencing</i>	□ The community shall be viewed as open, connective, and inviting. □ All fencing and wall heights will be measured vertically from the average finished grade at the base of the fence or wall. □ Side and rear yard walls will have a maximum height of six feet, except at the BRP buffer area where an eight foot wall is required. □ Landscaping with shrubs and vines shall be used to reduce the visible height of walls when necessary. □ Side yards requiring a retaining wall will provide a minimum horizontal separation of two feet between the side yard wall and the retaining wall to allow for planting. □ Side yard gates may be vinyl, wood or tubular steel. Perimeter fencing and walls shall be earth-tone slump stone blocks. Side yard fencing may be vinyl or earth-tone slump stone block. Finish colors must be approved by the City and be consistent with the architectural style. □ Fencing and walls must meet pool safety code requirements for height, picket spacing, and access. □ All retaining walls must be properly waterproofed and drained. □ Walls may not occur directly adjacent to any walkway; a minimum three-foot landscape area is required.

3.7.12 MAILBOXES

The following are guidelines for mailboxes within the Specific Plan area.

	General Design Guidelines for Mailboxes
<i>Mailboxes</i>	□ Mailboxes in the residential neighborhoods will be grouped in kiosks in accordance with the postmaster specifications. □ Mailbox kiosks shall be located at the entries to streets where possible.

3.7.13 SIGNAGE

While the primary purpose of signs is to guide and inform, the design and placement can be multifunctional. Signage for the Teal Club Specific Plan is intended to clearly identify entry to the community and reinforce the natural open space character of the plan area. The location and design of all entry signs will be directed at establishing gateways to the plan area.

numerals attached to walls, in accordance with the sign regulations of the City of Oxnard Zoning Code, Fire, and Police requirements.

Non-Residential Signage

The City of Oxnard Sign Ordinance shall apply to the Teal Club Specific Plan. The following additional requirements also apply to the Mixed Use, C-2 and BRP zones.

Residential Signage

Permanent signs for residential uses include neighborhood identification signs placed in intersection parkways and street address

Signage	General Design Guidelines for Non-Residential Signage
<i>Courtyard Wall Signs</i>	□ Lettering applied to courtyard walls (walls parallel to the frontage line and matching the building walls to identify facilities, institutions, and addresses) shall be individually mounted metal letters, not to exceed 16 inches in height, either front lit or halo lit. □ Courtyard walls intended to receive signage may encroach to within five feet of the frontage line.
<i>Freestanding Monument Signs</i>	□ Lettering applied to freestanding walls that are not courtyard walls (i.e. walls not parallel to the frontage line or matching the building walls to identify facilities, businesses, tenants, and addresses) shall be individually mounted metal letters, not to exceed 16 inches in height either front lit or halo lit except with Development Services Department approval. □ Monument signs shall meet the same setback requirements as required for courtyard wall signs and shall have distinct base and cap elements. □ Monument signs shall be set back at least five feet from the frontage line and shall not exceed five feet in height, except with Development Services Department approval. □ Materials for monument Signs may include, but are not limited to, the following: slump block with painted sack finish; plaster and stucco; brick; stone; concrete.



Signage	General Design Guidelines for Non-Residential Signage
<i>Building Wall Signs</i>	□ Lettering applied to a facade to identify the building or an institution within the building. See City of Oxnard Sign Ordinance.
<i>Projecting Signs</i>	□ Sign panels perpendicular to and projecting from a facade to identify a tenant or use shall be made of metal or wood with lettering raised, incised, or painted.
<i>Lighting, Materials, etc.</i>	□ All signs, if lit, shall be front lit or halo lit, not internally illuminated except with Community Development Department approval; no canister type signs are permitted. □ All signs shall be made of materials compatible with exterior building colors, materials, and finishes, and be of a high quality of fabrication. □ No signs will be permitted that do not directly relate to the name or primary service of function of the building user or institution. □ Signs are to be free of all labels and fabricator's advertising, except for those required by code. □ All electrical service to sign lights shall be fully concealed; no sign shall have exposed wiring, raceways, ballasts, conduit, or transformers. □ No sign shall have visible moving parts or simulate movement by means of fluttering, rotating, or reflecting devices. □ No sign shall have flashing, blinking, or moving lights, or any other moving lights, or other illuminating device that has changing light intensity, brightness, or color, except for parts designated to give public service information such as time, date, temperature, or similar information. □ Freestanding monument signs shall be integrated with landscaping and courtyard walls to minimize visual mass. □ Metal signs may be made of aluminum, brass, bronze, copper, or stainless steel. □ No cabinet signs allowed.

3.8 URBAN VILLAGE

The Teal Club Specific Plan is an Urban Village and fronts on a proposed transit stop at Ventura Road and Beverly Drive. It is connected to the neighborhood through a series of green belts, sidewalks and dedicated bikeways.

3.8.1 MIXED USES

An appropriate mix of uses is necessary to create a vibrant Urban Village. Neighborhood-oriented retail and commercial uses shall be located on the ground floor of Urban Village buildings fronting on the intersection of Ventura Road and Beverly Drive at the project entry. Residential uses shall be located on the floor(s) above the ground-level commercial.

3.8.2 TRANSIT ORIENTED

A new transit stop will be located on Ventura Road within the Urban Village. The transit stop will be improved with amenities including a shelter, benches and bike racks. This transit stop will connect the neighborhood to nearby job centers such as Navy Base Ventura County, the port and office and manufacturing centers to the south and east. The Oxnard Transportation Center provides greater regional links. It is intended that two or more bus routes serving the Teal Club Specific Plan will include direct stops at the Oxnard Transportation Center. This direct connection will enable public transit access to Metrolink, Amtrak, and VCTC bus service.

3.8.3 PUBLIC SPACE

The focal point for the Urban Village will be a public plaza. The plaza will front on the extension of Beverly Drive and will be integrated into the Urban Village mixed-use area. The plaza area shall have a minimum dimension of 100' in any direction and include both fixed perimeter seating and a central multi-function area for neighborhood arts and cultural use. The public plaza will include an identity feature that will further define the space. A conceptual illustration for the plaza and typical proposed features are provided in Figure 3-3.



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INFRASTRUCTURE & COMMUNITY SERVICES

4.1 INFRASTRUCTURE OVERVIEW

The Teal Club Specific Plan is proposed to be developed in two phases. Phasing is discussed in more detail in Chapter 8 and Figure 8-1 illustrates the Proposed Phase 1 Improvement Plan. Phase 1 consists of Planning Areas PA1 through PA8 as well as the perimeter and interior roadways, infrastructure and utilities necessary to serve PA1 through PA8. Additional off-site roadways and infrastructure necessary for development of Phase 1 are discussed and illustrated within the following sections of Chapter 4.

Figure 8-2 illustrates the Proposed Build-out (Phase 2) Improvement Plan. Phase 2 of the Specific Plan consists of Planning Areas PA9 through PA14 and includes the remainder of the roadway and infrastructure improvements discussed and illustrated within Chapter 4. The portions of Patterson Road and Doris Avenue that are not a

part of the Teal Club Specific Plan provide the frontage and access to the property owned by the Oxnard School District at the southeast corner of Patterson Road and Doris Avenue. Those roadway and infrastructure improvements are proposed to be built by the Oxnard School District as a part of their future campus development, as shown on their proposed campus site plans.

The extent of off-site improvements required shall ultimately be consistent with the mitigations as defined and required by the Teal Club Specific Plan certified Final Environmental Impact Report (FEIR).

4.2 CIRCULATION PLAN

The Vehicle Circulation Plan locates the existing and proposed road network and is illustrated in Figure 4-1. In addition to providing sufficient access to the proposed land uses, the street network is designed to link the project to adjacent existing communities. Final engineered road alignments may vary and are subject to review and approval by the City of Oxnard based on policies contained in this document. Any major roadway changes may require an amendment to this Specific Plan as defined in Section 8.5. The roadway categories are summarized in accordance with the Circulation Element of the City's General Plan.

4.2.1 ON-SITE STREETS

Within the Specific Plan area there are two types of street categories: Collector Streets (both Commercial/Industrial and Residential), and Local Streets.



Collector Streets

Collector Streets within the Specific Plan area will provide two 12-foot travel lanes in a 80-foot right-of-way and a curb-to-curb pavement width of 40 to 54 feet; 13-foot minimum landscaped parkway with a 5-foot sidewalk are typically provided. Figures 4-2 and 4-3, illustrate this street section.

Local Streets

Local streets are public streets located within the Specific Plan area. Local Public Streets provide access to residential and recreational land uses. They typically have a right-of-way width of 66 feet and a curb-to-curb pavement width of 40 feet with 13-foot parkway containing an 8-foot landscape area and a 5-foot sidewalk. Figure 4-4 illustrates these street sections. Local Private Streets within individual planning areas are allowed with street widths of 36 feet or less curb-to-curb, subject to City of Oxnard approval.

Local Streets are located and detailed with the following intentions:

- Provide quiet, safe, and attractive frontages for residential lots;
- Provide safe and convenient routes for pedestrians from homes to recreational areas; and
- Accommodate low volume vehicular traffic and bicycles at slow speeds.

The precise location shall be determined through the approval of subdivision maps. The precise width of private streets shall be determined through the approval of subdivision maps and related discretionary permits for these project areas.

Transit Hub

A key component of the community circulation plan is a transit hub at the southwest corner of the intersection of Ventura Road and Beverly Drive. This intersection will be traffic signal-controlled to serve as a main artery into the project and will connect the existing neighborhoods to the east to the new community park and project amenities. The transit hub will be adjacent to the Mixed-Use entry buildings and include a full bus turn-out and bus shelter for the south-bound Gold Coast Transit Ventura Road route as well as a public plaza with bike racks and seating areas to encourage local resident daily use of the public transportation system. A separate bus shelter will be provided on the east side of Ventura Road to serve the north-bound Gold Coast Transit Ventura Road route.

4.2.2 OFF-SITE STREETS

The project area is bounded by an existing network of streets that will be improved consistent with the Circulation Element of the General Plan. Two types of streets, Primary Arterial and Secondary Arterial, are adjacent to the Specific Plan area:

Primary Arterial Street

Ventura Road is currently a Four-Lane Primary Arterial Road adjacent to the project area (Figure 4-5). It consists of four 11-foot travel lanes (two in each direction), with a right-of-way width of approximately 177 feet and a curb-to-

FIGURE 4-1 VEHICLE CIRCULATION PLAN

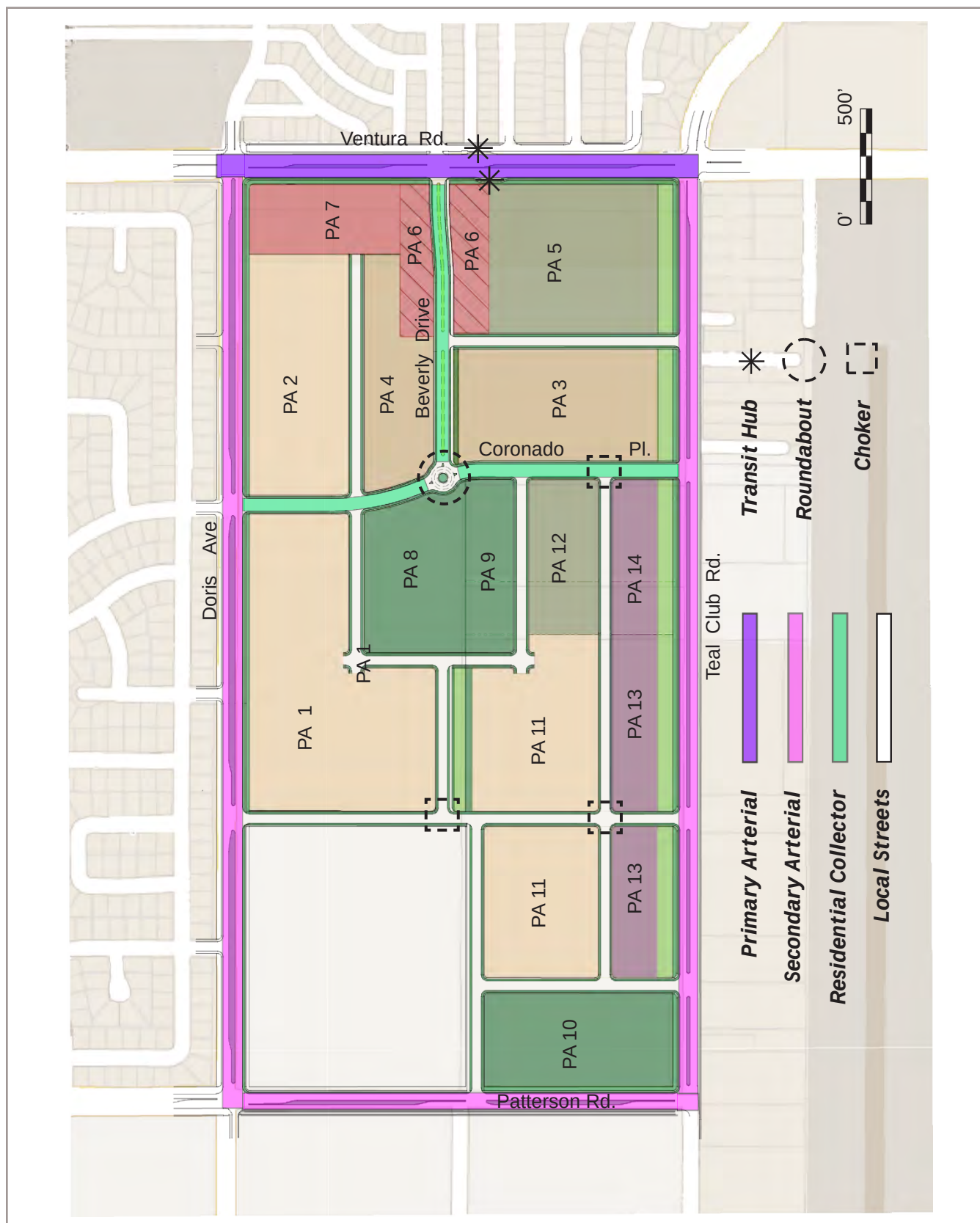


FIGURE 4-2 RESIDENTIAL COLLECTOR

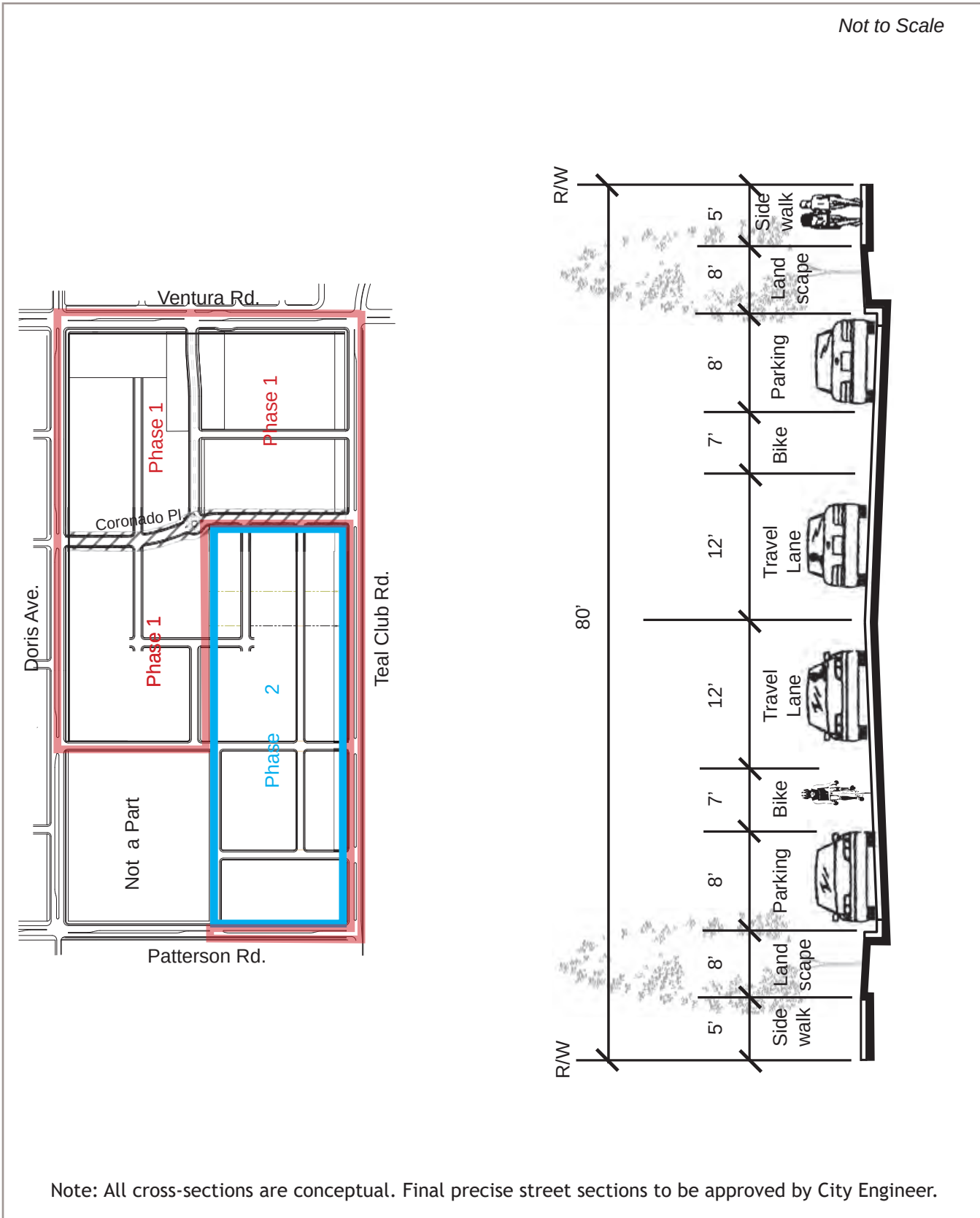
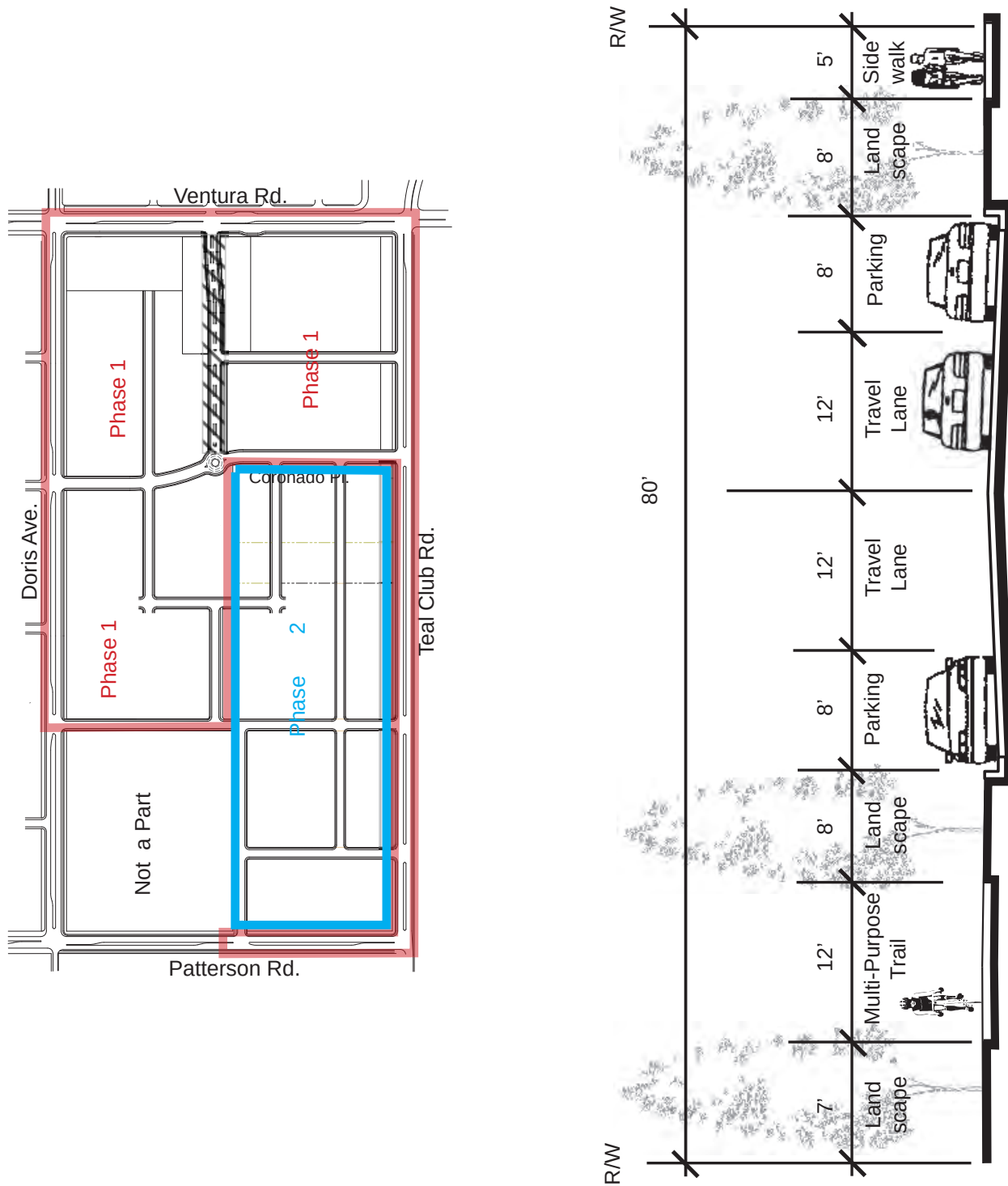


FIGURE 4-3 RESIDENTIAL COLLECTOR - BEVERLY DRIVE

Not to Scale

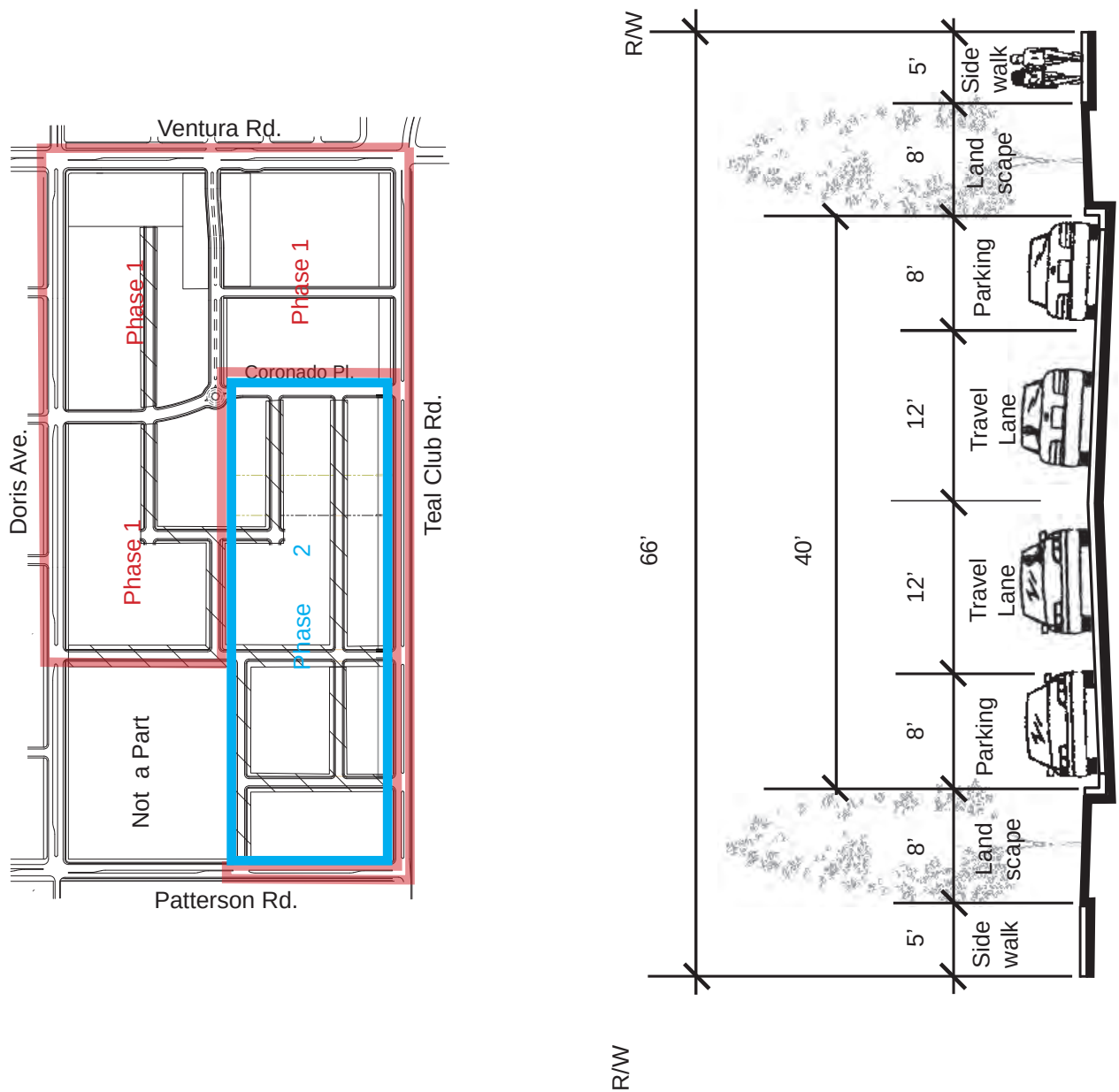


Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.



FIGURE 4-4 LOCAL STREETS

Not to Scale



Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.

curb pavement width of 102 feet including the existing frontage road, with controlled access and restricted parking. Ventura Road is proposed to be widened to six lanes plus an 8-foot Class II bike lane in each direction south of Doris Avenue, in keeping with the existing General Plan designation. A 14-foot wide landscaped center median shall be provided, and the existing parkway on the easterly side of Ventura Road shall remain as currently improved. The westerly parkway shall be 30 feet wide and consist of a 6-foot wide sidewalk and landscape areas.

Dedicated right and left turn lanes will be provided where needed. Figure 4-5 illustrates the section view of Ventura Road between Doris Avenue and Teal Club Road. The Commercial frontage along Ventura Road shall allow for one driveway curb cut between Doris Avenue and Beverly Drive to facilitate access to the Commercial site.

Prior to recordation of the first Tract Map within the plan area the Teal Club Specific Plan developer shall design the following roadway alignment details to the satisfaction of the City Engineer:

- Ventura Road & Doris Avenue intersection: design transitions to all legs of the intersection for public safety, pedestrian and bike lane connection, and free flow of traffic consistent with the General Plan Circulation Element.
- Ventura Road & Beverly Drive intersection: design transitions to all legs of the intersection for public safety, pedestrian and bike lane connection, and free flow of traffic. A traffic signal with

left-turn pockets and median shall be designed for Ventura Road at the Beverly Drive intersection. Bus turn-outs with covered bench shelters and bike storage shall be incorporated in the public right-of-way improvements.

- Ventura Road & Teal Club Road/West Second Street intersection: design transitions to all legs of the intersection for public safety, pedestrian and bike lane connection, and free flow of traffic. Roadway design shall include consideration of West Second Street median realignment and minimizing impacts to existing properties on the south side of Teal Club Road west of Ventura Road.

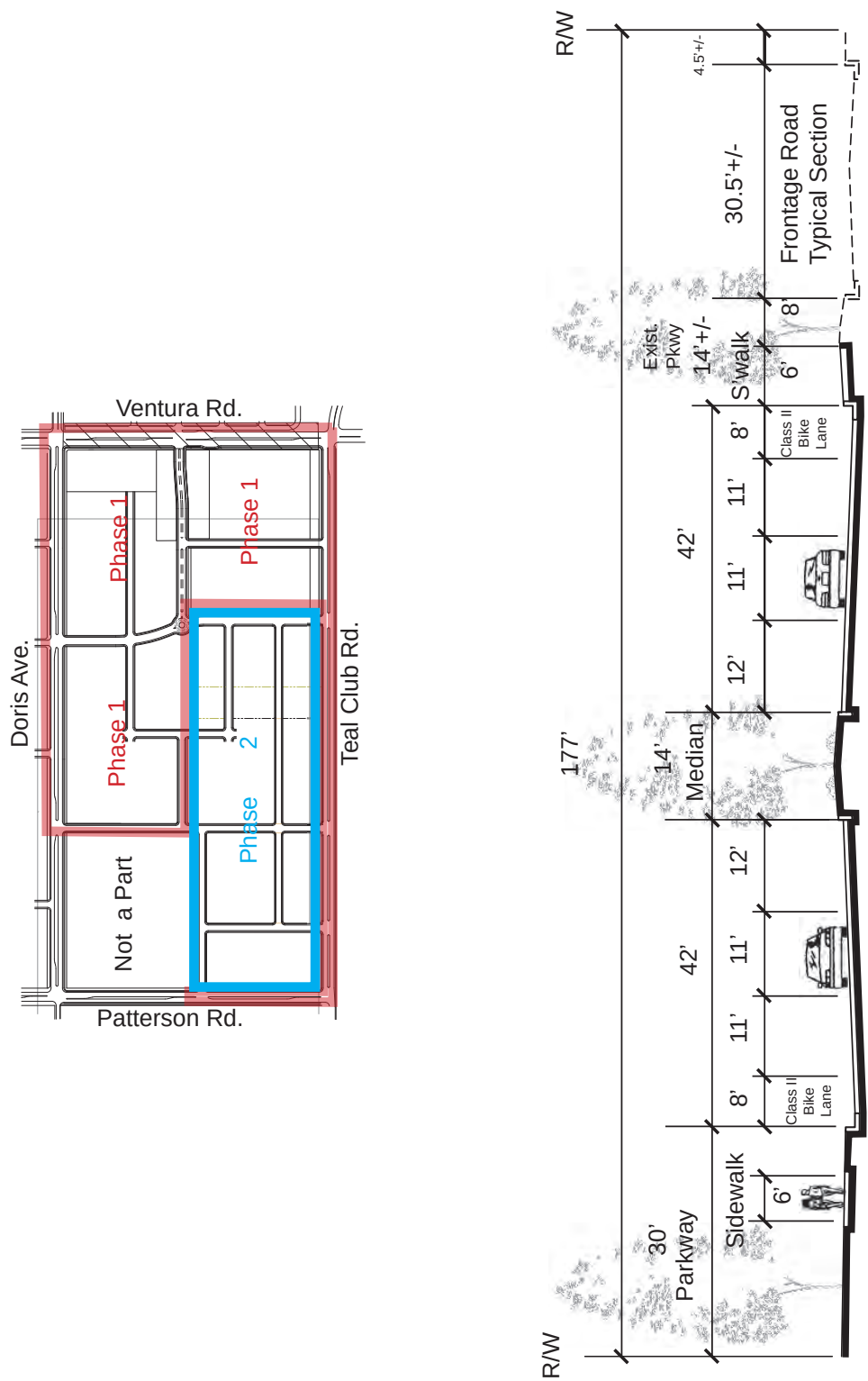
Secondary Arterial Streets

Proposed Secondary Arterial streets adjacent to the Specific Plan area include Doris Avenue, Patterson Road and Teal Club Road. In Phase 1 Doris Avenue is proposed to be widened between Ventura Road and Street "A" to two 16-foot travel lanes with a right-of way width of 98 feet, not including the existing 20' of landscape on the north side of Doris Avenue. The street section will include 8-foot Class II bike lanes and a 16-foot wide center median as shown in Figure 4-6.

Phase 1 improvements to Patterson Road shall consist of the ultimate roadway and median segments but not the east side multi-purpose trail and 30-foot parkway or the west side 10-foot parkway. Class II bike lanes shall be provided in place of the ultimate parking areas within the Phase 1 pavement section as shown in Figure 4-7.

FIGURE 4-5 PRIMARY ARTERIAL - VENTURA ROAD

Not to Scale



Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.

As a part of Phase 2 of the Specific Plan Patterson Road along the Phase 2 frontage shall provide two 16-foot travel lanes with a right-of-way width of 104 feet. The street section will include an 8-foot on-street parking area on the east side only, an 8-foot bike lane on the west side, a 16-foot wide center median, and a 12-foot wide multi-purpose trail within a 30-foot wide parkway on the east side as shown in Figure 4-8.

Phase 1 improvements to Patterson Road shall consist of the ultimate roadway and median segments but not the east side multi-purpose trail and 30-foot parkway or the west side 10-foot parkway. Class II bike lanes shall be provided in place of the ultimate parking areas within the Phase 1 pavement section as shown in Figure 4-7.

Teal Club Road between Ventura Road and Patterson Road is to be widened in two phases. Phase 1 widening is shown in Figure 4-9 and includes full build-out from Ventura Road to the new Phase 1 extension of Coronado Place through the Specific Plan area. Full build-out provides for four 12-foot travel lanes with a right-of-way width of 122' and a curb-to-curb pavement width of 78 feet. The pavement section will provide for 8-foot Class II bike lanes and a 14-foot wide center paved and striped median as shown in Figure 4-10. The paved and striped median will allow for the continued left-turn access in and out of existing multiple driveways on the south side of the road.

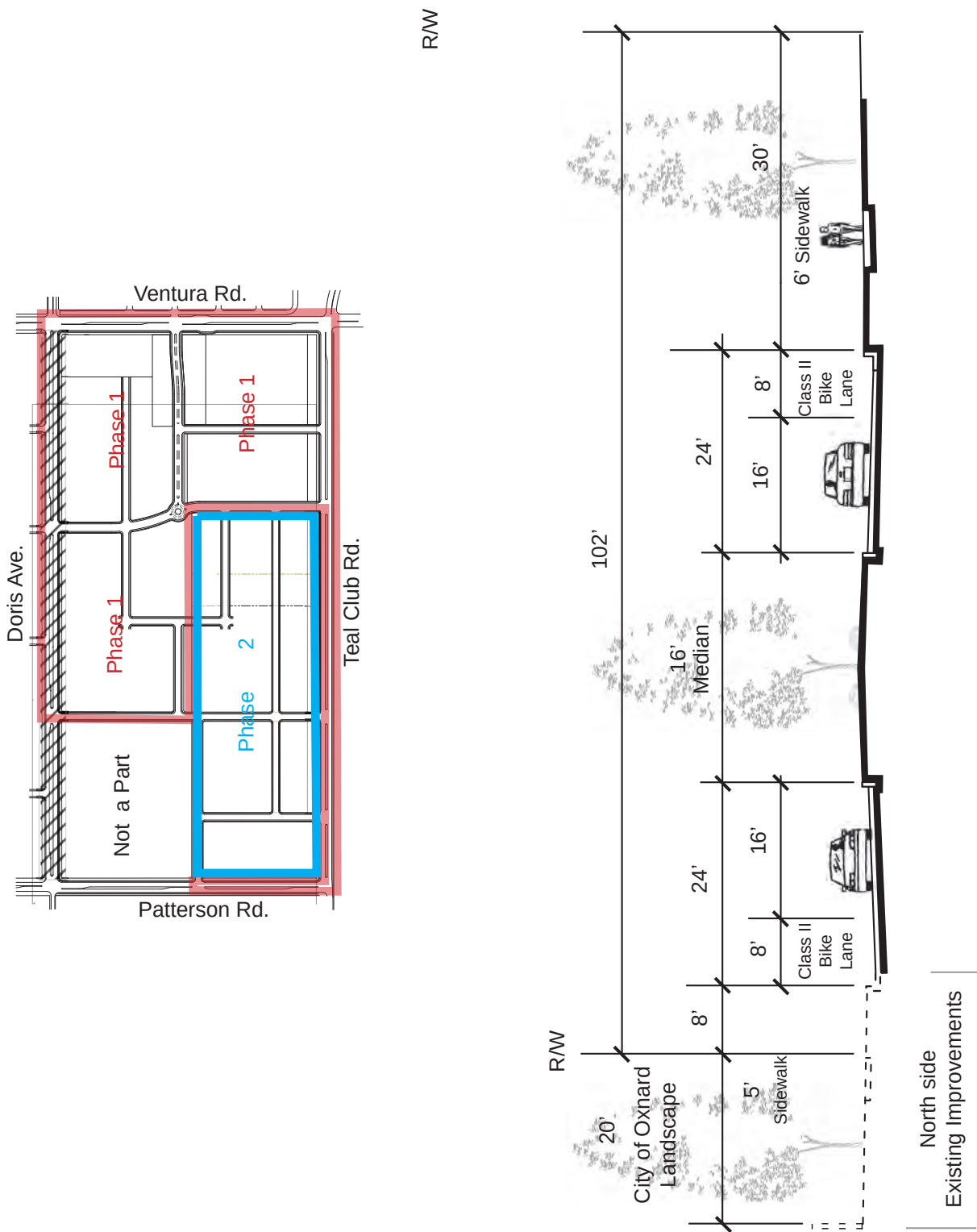
Phase 1 widening of Teal Club Road west of Coronado Place to Patterson Road will consist of improvements within the existing 40-foot right-of-way with two travel lanes and 8-foot paved shoulder areas on each side as shown in Figure 4-9. Phase 1 widening from Patterson Road west to Victoria Avenue will also consist of the two travel lanes and 8-foot paved shoulder areas as shown in Figure 4-9.

Phase 2 widening of Teal Club Road from Coronado Place to Patterson Road will consist of the full build-out of Teal Club Road as shown in Figure 4-10 with four 12-foot travel lanes, 8-foot Class II bike lanes and a 14-foot wide center paved and striped median. No further improvements are proposed to Teal Club Road west of Patterson Road except as may be require for traffic movements at the Teal Club Road intersections with Patterson Road and Victoria Avenue.

Dedicated left turn lanes will be provided on secondary arterial roads where needed, subject to City of Oxnard approval.

FIGURE 4-6 SECONDARY ARTERIAL - DORIS AVENUE

Not to Scale



Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.

FIGURE 4-7 SECONDARY ARTERIAL - PATTERSON ROAD PHASE 1

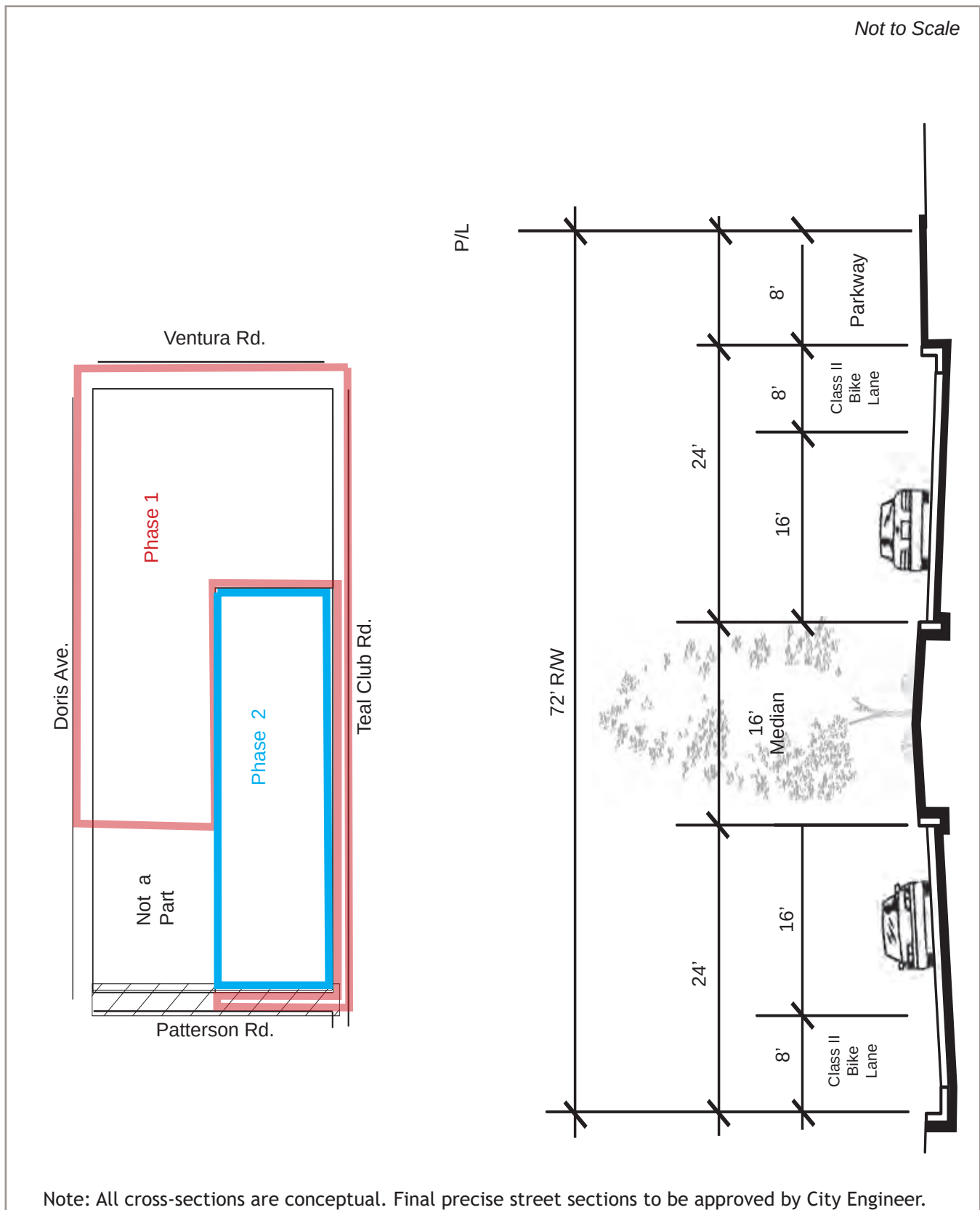
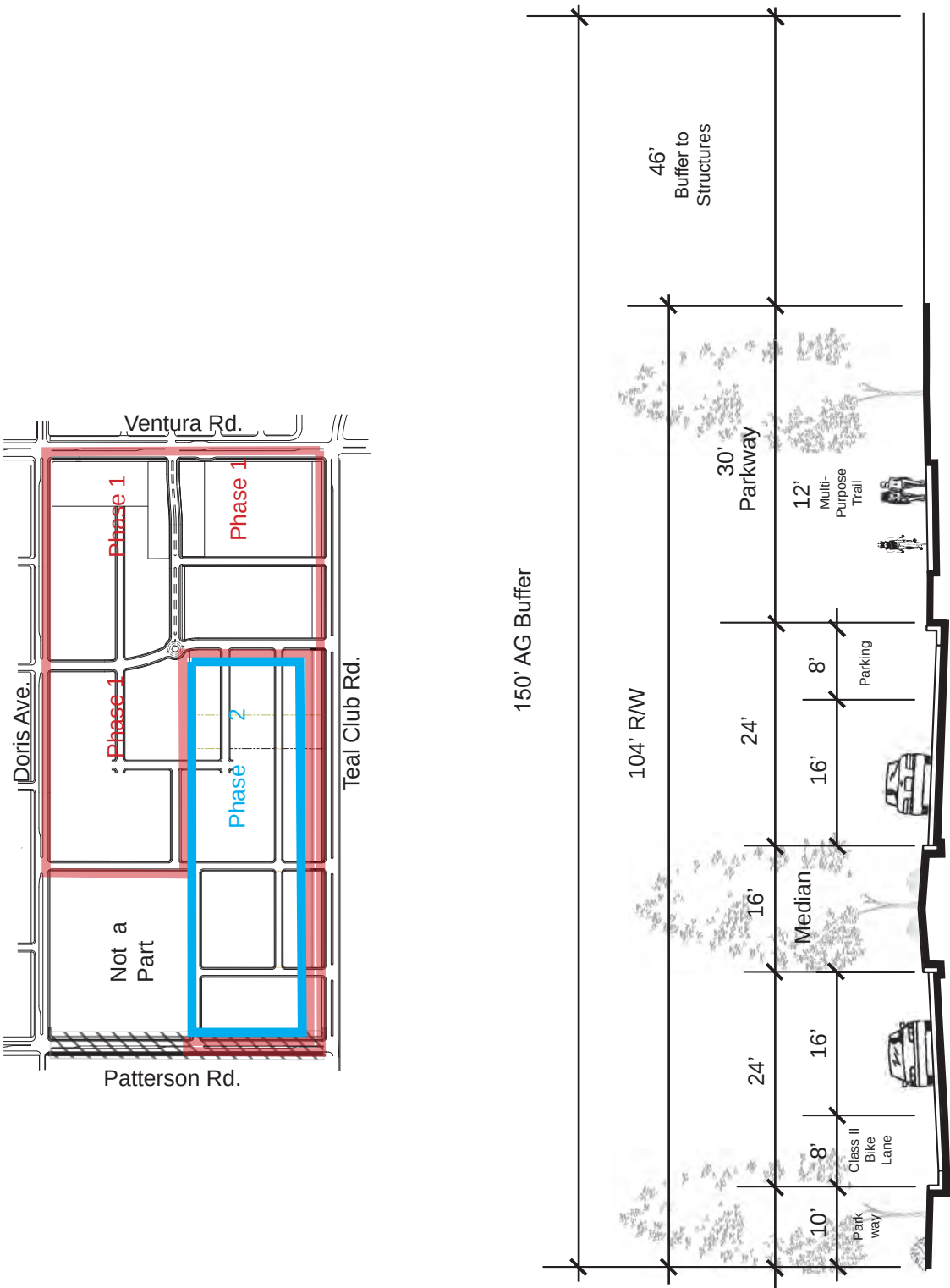


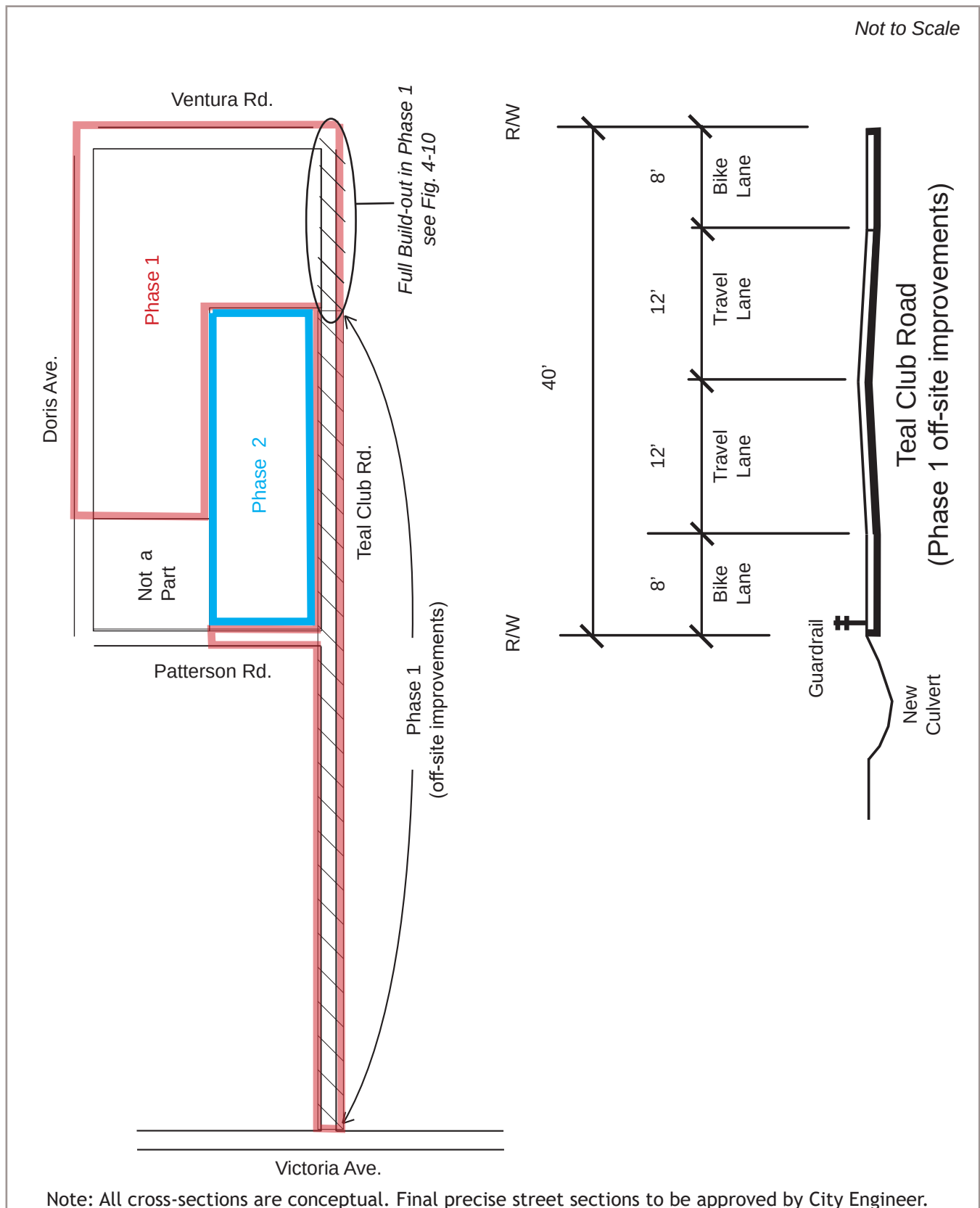
FIGURE 4-8 SECONDARY ARTERIAL - PATTERSON ROAD (ULTIMATE)

Not to Scale



Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.

FIGURE 4-9 SECONDARY ARTERIAL TEAL CLUB ROAD - PHASE 1



Not to Scale

Site plan and cross-section of Teal Club Road (Ultimate Build-out). The site plan shows Phase 1 (red) and Phase 2 (blue) build-outs along Teal Club Rd., bounded by Doris Ave. to the north and Patterson Rd. to the south. A portion of the site is marked "Not a Part". The cross-section shows a 122' total width with various lanes: 30' Parkway, 6' Sidewalk, 8' Class II Bike Lane, 12' travel lanes, 14' Turn Lane, 32' travel lanes, 12' travel lanes, 8' Class II Bike Lane, 6' Land Scapeway, and 6' Side walk. Trees and a car are shown in the cross-section.

Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.

4.2.3 BIKE LANES & TRAIL NETWORKS

The bike lane system for the Specific Plan area is intended to promote walking and biking within the community, thereby reducing automobile trips and related environmental impacts. Figure 4-11 illustrates the bike lane plan.

The bike lane system within the Specific Plan area provides safe connections between residences, employment centers, Public/Semi-Public uses, the community park, and transit hub. Arterial roads and Collector roads shall include clearly marked Class II bike lanes.



FIGURE 4-11 BIKE PATH CIRCULATION



4.3 PUBLIC FACILITIES

This section addresses the public service requirements for the Teal Club Specific Plan area. All necessary utilities of sufficient capacity are either adjacent to or will be brought to the site as part of the Teal Club project. Figure 4-12 illustrates existing public schools, fire stations and civic buildings near the project area. Utility sizing in the Specific Plan is preliminary and project-specific studies will be required at the time of subdivision approval. Maintenance funding for Specific Plan infrastructure shall be provided by Maintenance Community Facilities District (CFD) or Community Service Area, subject to approval by the City of Oxnard.

4.3.1 POTABLE WATER

A goal of the project is to minimize potable water use. To provide adequate potable water for the project, the existing agricultural water rights within the Teal Club Specific Plan area will be transferred for Municipal and Industrial uses to the City of Oxnard, subject to the approval of the Fox Canyon Groundwater Management Agency (FCGMA). The agricultural water rights for each property will be transferred to the city after the approval of a final tract map and prior to the start of construction. There is no obligation to transfer agricultural water rights unless a development project consistent with the Specific Plan is fully approved including a final tract map that allows for the construction of the proposed residential units. The City of Oxnard will provide potable water to the site.

The City of Oxnard will be the source of domestic water for the project. Transmission mains exist within the plan area and the Developer will construct any upgrades required to provide potable water service

to the entire Specific Plan area. The precise configuration of water service system for the proposed project will be determined at the time individual tract maps are prepared for each phase of the Specific Plan. Figures 4-13 and 4-14 illustrates the proposed Potable Water System.

4.3.2 ADVANCED WATER PURIFICATION WATER SYSTEM

The City of Oxnard will provide water service to the project area and encourage water efficient landscapes and conservation. Greenbelts, common areas, and similar landscapes shall all utilize “Advanced Water Purification” water for landscape irrigation purposes.

4.3.3 WASTEWATER SYSTEM

The City of Oxnard will provide sanitary sewer service for the project site. All existing and proposed wastewater lines drain through a network of pipes to the Oxnard Wastewater Treatment Plant on Perkins Road. To reduce potential impacts to the off-site lines, the east side of the project area will connect to the Redwood trunk in Ventura Road and the west side of the project will flow to the trunk in Victoria Avenue. The exact configuration of the sewage collection system for the project will be determined at the time individual tract maps are prepared for each phase of the Specific Plan. Figures 4-15 and 4-16 illustrates the proposed Phase 1 and Build-out (Phase1 and Phase 2) Wastewater System.

The City of Oxnard requires that new development connect to the city’s existing wastewater system. Any developer constructing a new wastewater line is required to coordinate the construction and dedication of any such wastewater system with the city for future operation and



maintenance. The developer will pay for its proportionate share of the off-site wastewater mitigations identified in the FEIR. Wastewater lines within private streets will be operated and maintained by a Community Facilities District or Service Area.

4.3.4 STORMWATER DRAINAGE

The Teal Club Specific Plan area is located in the Oxnard Plain Hydrologic Area of the Santa Clara – Calleguas Hydrologic Unit. Storm water from the on-site agricultural fields currently drains to the west and south from the project site to a manmade channel along the southern boundaries of the project area.

The design and sizing of the Teal Club Specific Plan drainage system is based on a 100-year storm event. The exact configuration of the drainage system for the project will be determined at the time individual tract maps are prepared for each phase of the Specific Plan. The proposed Phase 1 and Build-out (Phase 1 and Phase 2) Stormwater Drainage System drainage system is illustrated in Figures 4-17 and 4-18.

The design and sizing of the Teal Club Specific Plan drainage system and water quality treatment system shall comply with the applicable National Pollution Discharge Elimination System (NPDES) MS4 Permit in force at the time of development, subject to the interpretation of the governing body regulating permit issuance. All facilities within the Specific Plan area shall be funded,

permitted, and maintained in satisfactory order by a Master Property Association, Community Facilities District, or other private entity as approved by the City of Oxnard. Stormwater lines within private streets that primarily serve private streets will be operated and maintained by the Home Owners' Association.

4.3.5 SOLID WASTE DISPOSAL

The City of Oxnard-owned Del Norte Regional Recycling and Transfer Station (DNRRTS) will provide solid waste disposal services to the project area. Any remaining refuse from the project that cannot be accommodated by the DNRRTS will be hauled to other landfill sites in Ventura County. User fees for collection and disposal services will be incurred for development within the project area.

FIGURE 4-12 PUBLIC FACILITIES

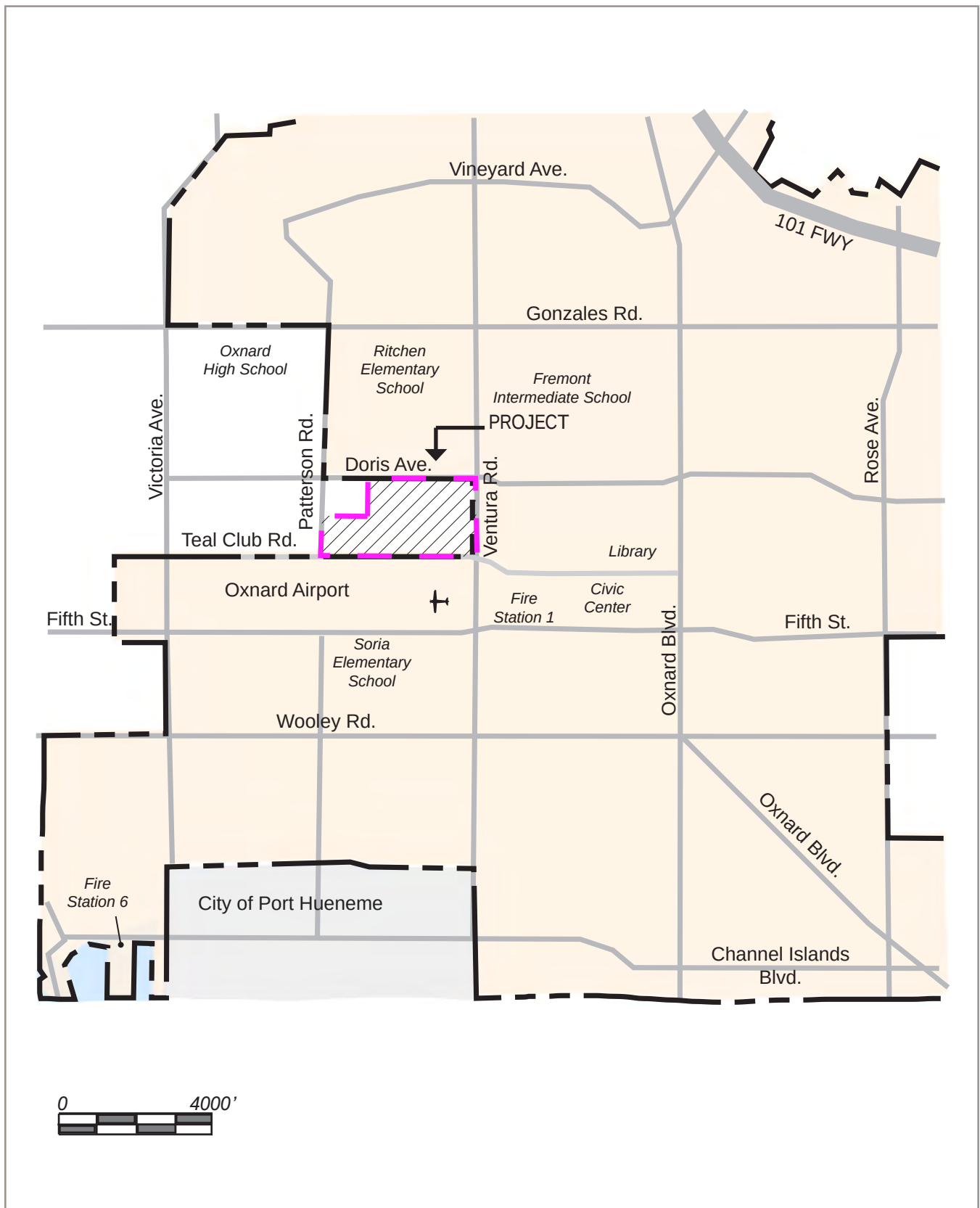


FIGURE 4-13 PROPOSED PHASE 1 WATER SYSTEM

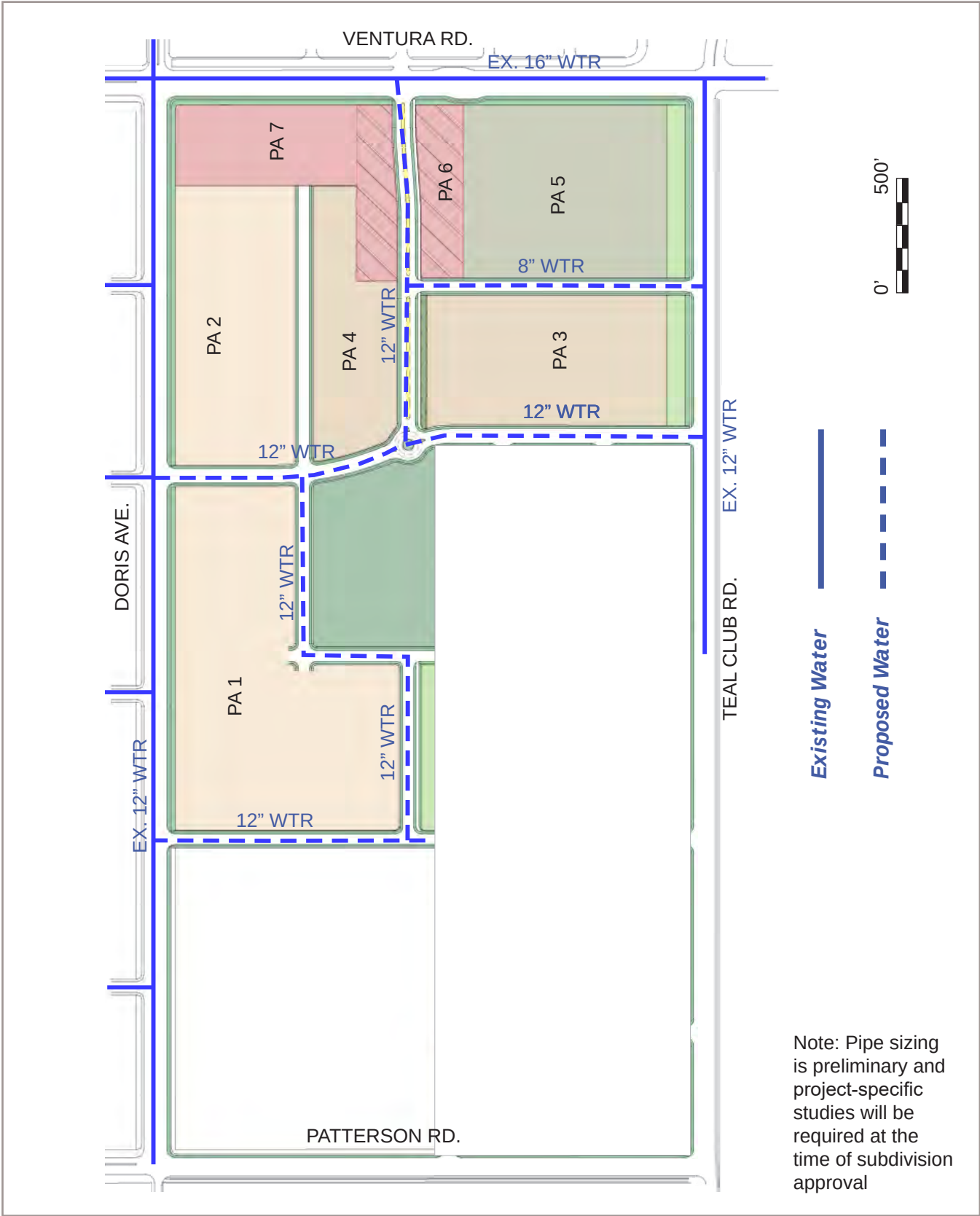


FIGURE 4-14 PROPOSED BUILD-OUT WATER SYSTEM

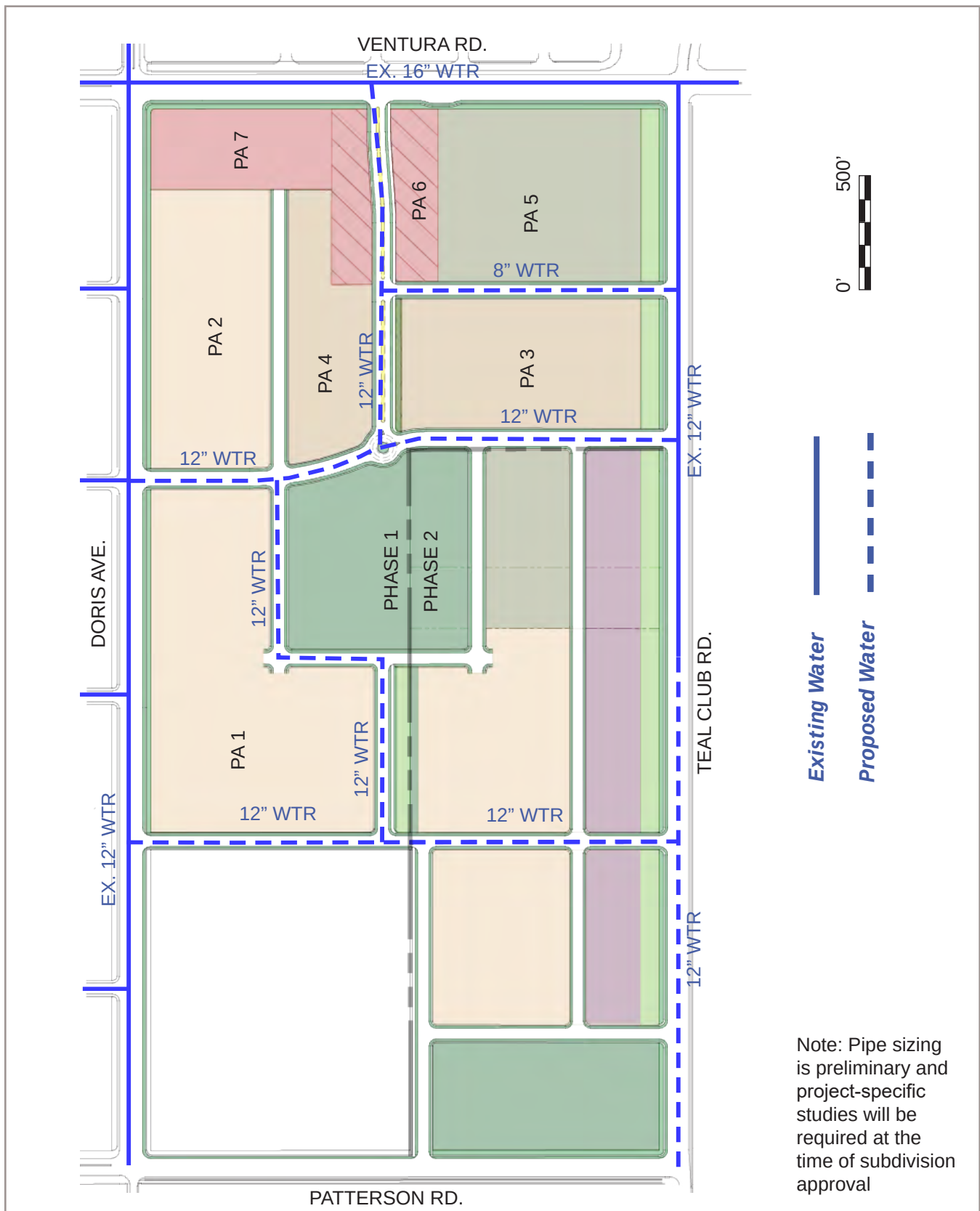




FIGURE 4-15 PROPOSED PHASE 1 WASTEWATER SYSTEM

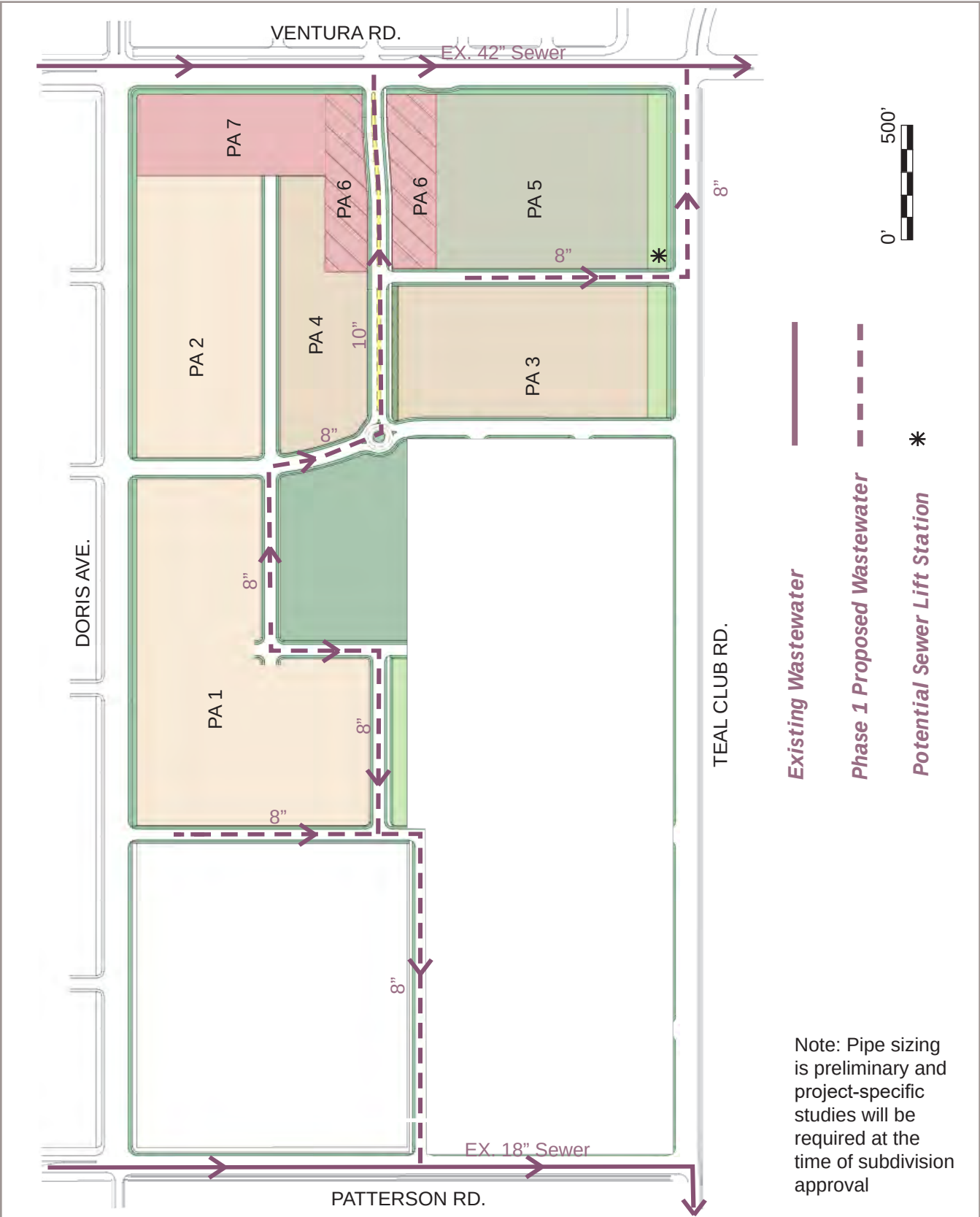


FIGURE 4-16 PROPOSED BUILD-OUT WASTEWATER SYSTEM





FIGURE 4-17 PROPOSED PHASE 1 STORMWATER DRAINAGE SYSTEM

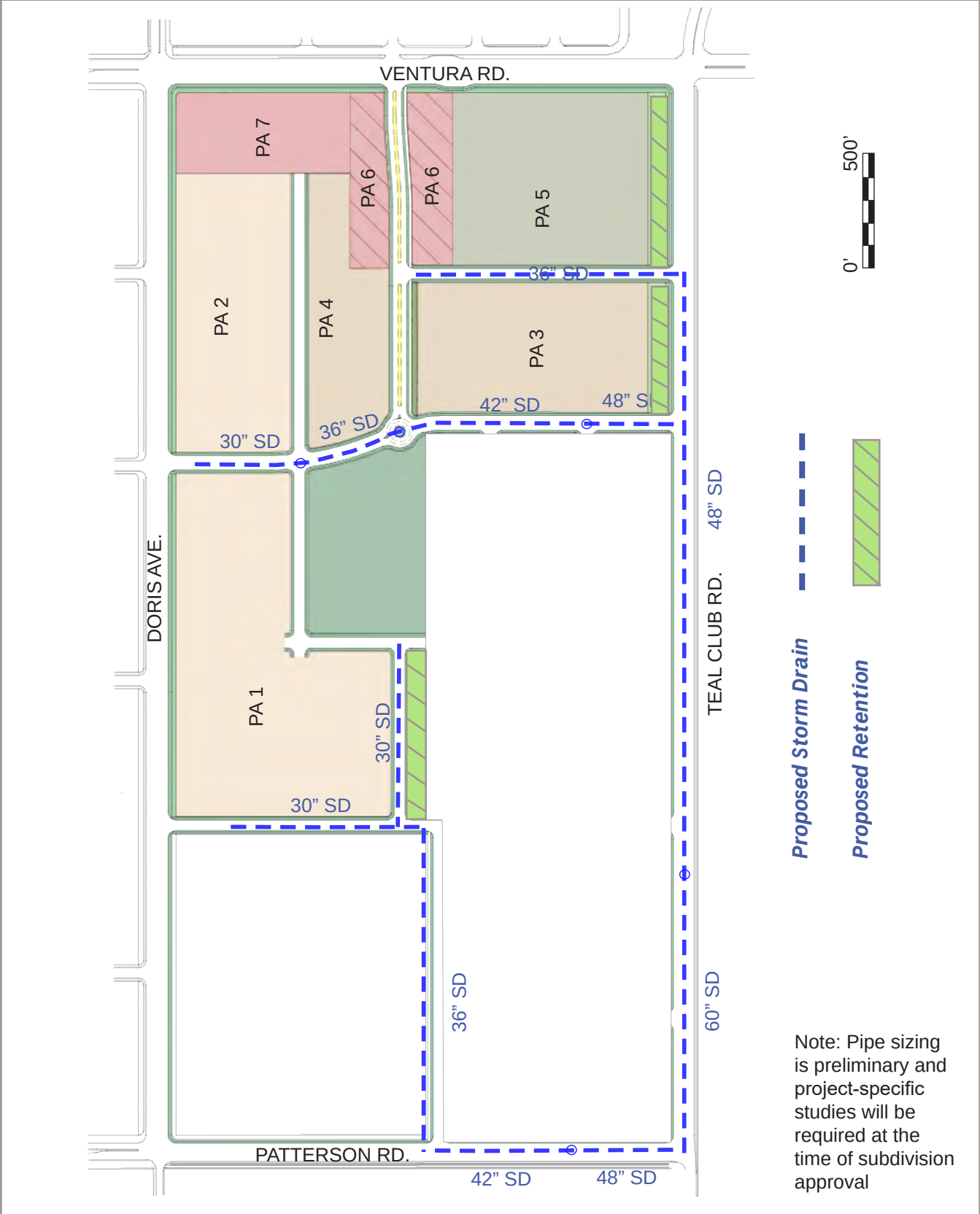


FIGURE 4-18 PROPOSED BUILD-OUT STORMWATER DRAINAGE SYSTEM





4.3.6 NATURAL GAS

The Southern California Gas Company (SCG) supplies gas resources to the City of Oxnard. The existing SCG facilities will serve as primary sources of gas supply for the Teal Club Specific Plan. SCG will review the proposed gas piping layout at the design development phase.

4.3.7 ELECTRICITY

Southern California Edison (SCE) provides electricity to the project area. The existing SCE facilities will serve as the primary sources of electrical supply for the Teal Club project. All future electrical additions located within the project boundaries will be placed underground.

4.3.8 PUBLIC SCHOOLS

Oxnard School District (OSD) and Oxnard Union High School District (OUHSD) provide public education services to the project area. Development of approximately 990 residential units proposed as part of the Specific Plan would introduce additional students into the OSD and OUHSD and increase demand on school facilities. School fees are used to mitigate impacts associated with adding incremental amounts of students to school districts. OSD has acquired a 25-acre site immediately adjacent to the Teal Club Specific Plan at the southeast corner of Doris and Patterson Roads. The district proposes to construct school facilities to serve the Kindergarten through 8th Grade students within the surrounding community, including the Teal Club Specific Plan area. OUHSD will house students generated by the project in existing or future facilities.

4.3.9 POLICE PROTECTION

The Teal Club Specific Plan is served by the City of Oxnard and the Ventura County

Sheriff's Department since the property is within the city's Sphere of Influence but not within its current corporate limits. Once annexed to the city, the Specific Plan area will be served by the City of Oxnard Police Department.

Developers within the Teal Club Specific Plan shall coordinate with the city's police department regarding the design standards and safety protection requirements and will implement these in the final design and construction of all residential, commercial and public structures.

4.3.10 FIRE PROTECTION

The Teal Specific Plan area is served by the Oxnard Fire Department. Two fire stations are located in proximity of the project area; Fire Station 1 and Fire Station 6. Fire Station 1 is located at 491 South "K" Street, approximately 1.2 miles east of the Specific Plan area and would be the primary response company. Fire Station 6 is located at 2601 Peninsula Road, approximately 2.3 miles northeast of the project site.

All development within the Specific Plan shall pay applicable City of Oxnard Fire Protection fees in place as required by City Ordinances. The use of non-flammable materials, especially roofing materials, will be required for all structures in the Specific Plan area.

4.3.11 PARKS & RECREATION

There are two public parks in the plan area: the Phase 1 and 2 portions of the ten-acre centrally located Neighborhood Park and the 7.3 acre Phase 2 southwest area park. The central east-west greenbelt creates a visible connection for public gathering, organized recreation, walking, and biking.

Both public parks will be owned and maintained by the City of Oxnard and serve a portion of the recreational needs of the plan area and the existing nearby neighborhoods. Maintenance funding shall be provided by a city-approved funding mechanism established and formed by the developers of the Specific Plan and financed by all development within the Specific Plan as provided for in the Project Development Agreement(s). Turf play areas, playground equipment, bathrooms, and picnic tables will be incorporated into these parks, subject to final design approval by the City of Oxnard.

Private recreation facilities shall be included within each multi-family project to meet a portion of recreational needs as determined during the Planned Development Permit approval process.



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5

ENVIRONMENTAL RESOURCES

5.1 OVERVIEW

The City of Oxnard strives to be a leader in environmental resource sustainability. This chapter focuses on implementing long-established state and federal regulations and should be used in conjunction with Chapter 2 - Sustainable Community, which focuses on new environmental issues such as climate change.

5.2 WATER RESOURCES

The Teal Club Specific Plan provides important implementation measures for the city's water resource management goals.

5.2.1 WATER SUPPLY

The Teal Club Specific Plan provides for the transfer of historic agricultural pumping rights to the city for municipal uses. The transfer reduces the amount of water that may be extracted from the aquifer and the existing wells will be capped.

5.2.2 ADVANCED WATER PURIFICATION WATER

The Teal Club site is located on Ventura Road where the City of Oxnard water infrastructure has been installed. With the addition of the Advanced Water Purification program the water distributed throughout the project site will be primarily locally sourced and will reduce the environmental impacts associated with imported water.

5.3 AESTHETIC RESOURCES

5.3.1 OPEN SPACE

The 17-plus acres of Neighborhood Parks will provide a healthy and scenic outdoor asset while the tree-lined Multi-Purpose Trail and agricultural buffer will provide a pleasing background for residents and the larger community.

5.3.2 ROADWAYS

New 14 to 16-foot landscaped medians will be added to Ventura Road, Doris Avenue and Patterson Road. Large, landscaped parkways (15-30 feet) will separate arterial streets from the project. A greenbelt along Beverly Drive will provide a pleasant walking or biking



connection to the community park, schools and the Mixed Use area.

5.4 CHARACTER ENHANCEMENT

The Teal Club Specific Plan seeks to create an environment where most of the services and activities for residents and employees are located within walking distance of their homes or offices. Encouraging walking requires appropriate destinations and linkages as well as the creation of a pedestrian-friendly environment. The Teal Club Specific Plan therefore incorporates traditional neighborhood design components that promote “porch and street orientation” that fosters personal interaction between private buildings and the public realm.

Courtyard/Cluster homes (R-2) include porches and architectural elements reflecting the early twentieth century diversity and character of style evident in the nearby Oxnard Historic District.

Providing nodes of activity also enhances the pedestrian experience. The neighborhood park is located at the mid-point of the main pedestrian axis through the site so that it is a visible destination for most residents.

5.5 LANDSCAPE DESIGN

Landscaping is intended to be native or adapted species in all open space areas and should need minimal irrigation after a grow-in period. Trees are an important part of the overall landscape plan and will be selected based on a number of criteria as defined in the Landscaping Design Guidelines section of this Specific Plan.

5.6 AGRICULTURE

Existing agricultural fields to the west of the project area will be buffered according to the County of Ventura Agricultural/Urban Buffer Policy revised July 19, 2006. A minimum 150-foot buffer area with a vegetative screen as defined in the county’s buffer policy will be placed between agricultural uses and the new developed uses. The Phase 2 park and Patterson Road provide the permanent west edge project buffer. The development of Phase 1 will also buffer the remaining agricultural fields located in Phase 2 of the Specific Plan until such time as Phase 2 is developed. The Phase 1 Agricultural Buffer is shown in Figure 8-1.

5.7 AIR QUALITY

In addition to standard construction mitigation measures, the land-use and zoning of the Teal Club Specific Plan co-locates a variety of uses in order to minimize vehicle miles traveled. Jobs, housing, public/semi-public uses, Urban Village commercial services (restaurants, shops, childcare, etc.), recreational opportunities and transit options will be connected by safe, attractive greenbelts, trails and bikeways. When combined with the features identified in Chapter 2 -Sustainable Community, the Teal Club Specific Plan will effectively reduce the number of vehicle miles that residents need to travel due to the availability of services and alternative modes of transportation listed above.

6

SAFETY & HAZARDS

6.1 OVERVIEW

This chapter addresses both the safety and noise factors relevant to the Teal Club Specific Plan.

6.2 AIRPORT COMPATIBILITY

The Teal Club Specific Plan is located just north of the Oxnard Municipal Airport and within the airport's Sphere of Influence. The site lies directly below the landing pattern for aircraft approaching the airport from the northwest. The Airport Air Safety Zones map and project location are shown in Figure 6-1. Therefore, the Teal Club Specific Plan is designed to meet the conditions identified in the Ventura County Comprehensive Airport Land Use Plan (ACLUP) for sites located within the Traffic Pattern Zone (TPZ):

- The structural coverage of residential units is less than 25% of the overall site area
- The structural coverage of commercial or industrial development is less than 50% of the site area.
- An aviation easement will be granted to the County of Ventura.

The land use density maximums in this section apply to the overall Specific Plan area. Each development phase shall show compliance with these overall density requirements as part of the Tentative Tract Map filing for both the proposed development and the cumulative development.

Further, the Federal Aviation Administration (FAA) has jurisdiction over development proposals under Title 14, Code of Federal Regulations, Part 77. Potential noise impacts from airport operations will be analyzed through the project's Environmental Impact Report (EIR) and mitigations implemented.

The project plans shall address landscape materials the size and location of trees to minimize any potential hazard.

6.3 NOISE

The project's location next to the Oxnard Airport requires that all buildings include noise buffering. The noise analysis and mitigations are detailed in the EIR.

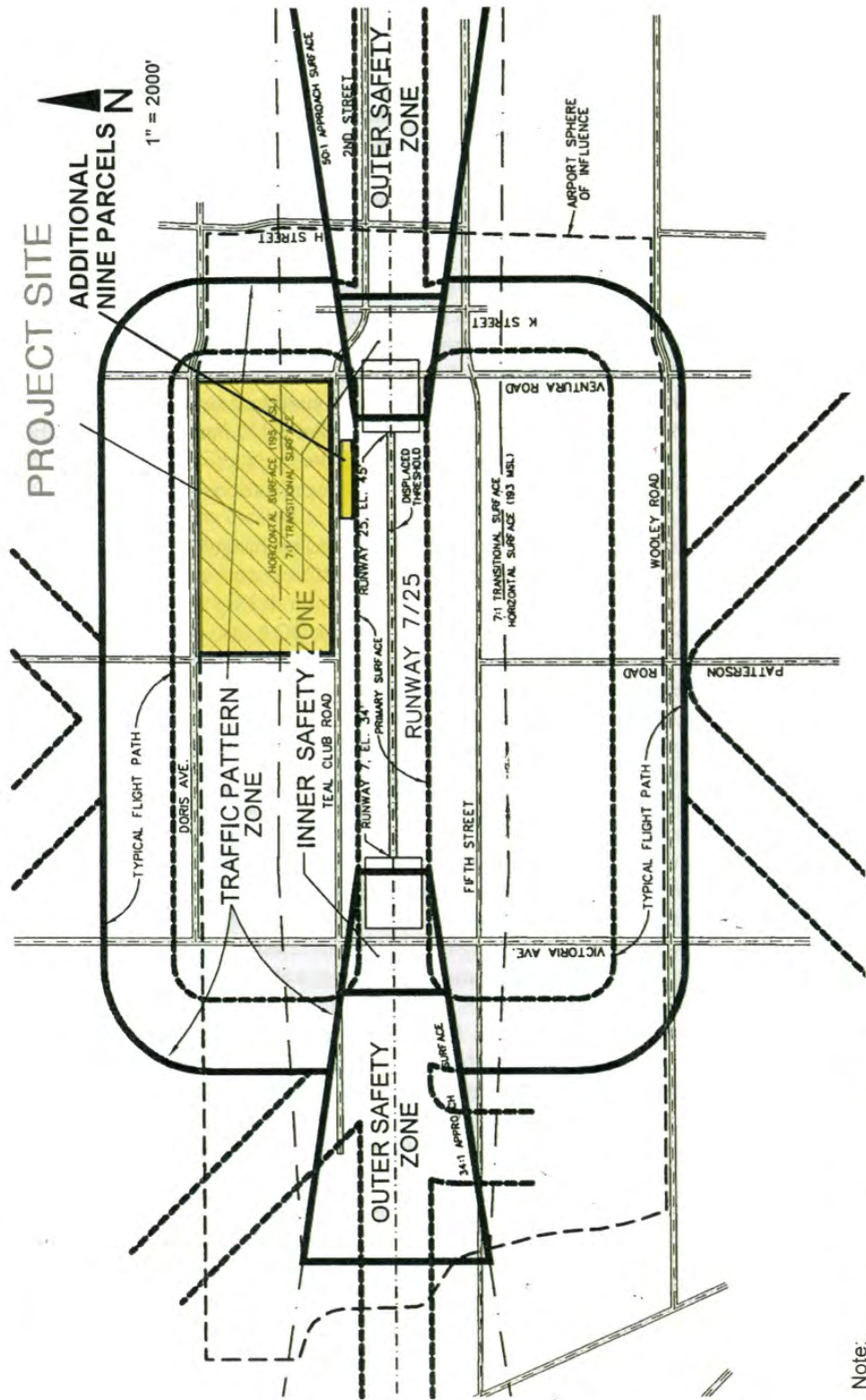
6.4 TRAFFIC & PEDESTRIAN SAFETY

The Teal Club Specific Plan circulation plan is designed to enhance the safety and comfort of all modes of transportation. Street widths have been minimized and most allow on-street parking which slows vehicular traffic. Wide sidewalks are separated from traffic with landscaped parkways and a Class I trail links much of the residential land uses to both the Commercial Mixed Use area and neighborhood park. Design guidelines require buildings to front the streets with porches or storefronts. This keeps more "eyes on the street" to further increase safety.



FIGURE 6-1 AIR SAFETY ZONES MAP

Teal Club Specific Plan EIR
Section 4.7 Hazards and Hazardous Materials



Note:
FAA Runway Protection Zone Boundary and
CLUP Inner Safety Zone Boundary are identical

Air Safety Zones
Figure 4.7-1
City of Oxnard

Source: Heliplanners

7

HOUSING & URBAN VILLAGE CONCEPT

7.1 OVERVIEW

The Teal Club Specific Plan is an important component of the implementation of the City of Oxnard 2030 General Plan, the City of Oxnard General Plan Housing Element and the State-approved Regional Housing Needs Assessment. The Specific Plan, General Plan Housing Element and the State-approved Regional Housing Needs Assessment allows for the development of 990 residential dwelling units in a variety of densities, product types and price ranges to meet the City's growing population.

7.2 URBAN VILLAGE CONCEPT

This Specific Plan is a City of Oxnard-designated Urban Village. As discussed throughout the Specific Plan, the design guidelines, housing types, mix of land uses, and landscape and pedestrian orientation concepts implement a neo-traditional town planning concept. Chapter 3 of the 2030 Oxnard General Plan addresses the vision to guide future development in the City. In

particular, Community Development Goal CD-7 calls for the “Development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity.”

General Plan Policy CD-7.1 defines the implementation of Goal CD-7 as follows:

Establishment of Urban Villages

Six areas of the City are initially designated as Urban Villages. A specific plan for each area shall be prepared in advance of implementing an Urban Village in a specific authorized location. Additional Urban Villages and guidelines may be subsequently adopted by the City Council. Urban Villages shall be characterized by:

- *Infill and/or development of formerly agricultural land*
- *Reinvestment in the existing community*
- *Mixture of land uses*
- *Mix of residential densities and housing types*
- *Providing a minimum of 15 percent affordable housing*
- *Location along or near corridors, downtown, and transit nodes*
- *Transit, pedestrian, and bicycle circulation given high priority*



Within the General Plan the Teal Club Specific Plan is further described as follows:

TEAL CLUB SPECIFIC PLAN

Location. Teal Club Road, Patterson Road, Doris Avenue, and Ventura Road.

Land Use. Transit oriented residential with supporting mixed use, schools, parks, and neighborhood commercial services.

Overview. The intent of this urban village is to encourage neo-traditional town planning compatible with surrounding uses and the Oxnard Airport with a focus on sustainability by using green building and planning principles, provision of adequate public and semi-public uses, transit-oriented development, and an identity-creating entry component facing Ventura Road. A central focus of this development will be in the provision of balanced community with jobs, school, recreation, shopping, and affordable and market-rate housing.

The Teal Club Specific Plan, as formulated within this document, implements the General Plan Urban Village Goal CD-7. The land use plan, community layout and development standards and guidelines ensure that the objective criteria of General Plan Policy CD-7.1 will be implemented upon completion of the Specific Plan. The General Plan Overview description of the Teal Club Specific Plan is also fully-realized by the implementation of this Specific Plan document. To achieve an appropriate mix of housing the Specific Plan has established density ranges for each Planning Area. These

density ranges provide for a wide variety of housing types to meet a diverse range of community housing needs. Unit types will include Medium-High Density market-rate and affordable income-restricted apartments (18 to 30 units per acre), condominium and townhome for-sale housing (12 to 18 units per acre) and detached small-lot, single-family homes (7 to 12 units per acre). Within these product types there will be a range in unit sizes to accommodate single occupancy as well as larger household groupings.

7.3 INCLUSIONARY HOUSING

As an Urban Village the Teal Club Specific Plan will provide for fifteen percent of the overall unit count to be affordable, inclusionary housing based on household income as defined by the California Health and Safety Code. Of this fifteen percent total requirement, the following percentages of income levels shall apply:

40% - Very Low Income

60% - Lower Income

The qualifying inclusionary units may be co-located in multi-family buildings or dispersed throughout the project but shall be built with a similar quality of materials and amenities so as not to be distinguishable from market-rate units.

Phase 1 of the Specific Plan shall be required to provide the inclusionary units for Phase 1 within the Phase 1 boundary. These inclusionary, affordable units shall be constructed in PA 5 and/or PA 6, as the developer may elect.

In the event that land is donated to the City or a qualified affordable housing developer within Phase 1 specifically for a 100% affordable, inclusionary housing project, that project may apply for any and all density bonus provisions provided under Local or State Law in force at the time of the affordable, inclusionary project approval. Any density bonus project approved under Local or State density bonus provisions shall be evaluated as required under the applicable California Environmental Quality Act and other Local or State laws.

Phase 2 of the Specific Plan shall be required to provide the inclusionary units for Phase 2 within the Phase 2 boundary. In the event that land is donated to the City or a qualified affordable housing developer within Phase 2 specifically for a 100% affordable, inclusionary housing project, that project may apply for any and all density bonus provisions provided under Local or State Law in force at the time of the affordable, inclusionary project approval. Any density bonus project approved under Local or State density bonus provisions shall be evaluated as required under the applicable California Environmental Quality Act and other Local or State laws.

7.4 RESIDENTIAL UNIT MIX

The mix of residential units is intended to meet existing and future community needs. The unit mix and unit sizes shall be evaluated by City staff and Planning Commissioners as part of the development review and approval process for subdivisions and individual discretionary permits within the Specific Plan. This review shall include consideration of the inclusion of very small units, multi-generational units, large households, seniors or special needs. The density ranges encourage a combination of detached, attached and multi-story units to meet the widest range of household types possible in a pedestrian-friendly and transit-accessible location.



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8

IMPLEMENTATION

8.1 PHASING

The project includes two major phases based on ownership as illustrated in Figure 8-1 and 8-2. Development of the Specific Plan is anticipated to occur over a five to ten year period. As a result, there will be a number of individual projects and sub-phases within each phase. Development of the major land use components may occur independently of one another or in parts. It is intended that agricultural production continue, to the degree economically feasible, on the undeveloped segments of the Specific Plan area. The right to farm under generally accepted standards near development is accorded to each property within the Specific Plan area.

The project developer shall construct, repair, and/or upgrade as necessary the infrastructure improvements that are within the project site and serve only the project at its sole cost and expense. The project developer shall construct, repair, and/or fund the infrastructure upgrades necessary beyond the project boundary as required to serve both the project and the city. Infrastructure reimbursement agreements shall be required between all developments within the Specific Plan to ensure an equitable, proportional sharing of backbone infrastructure costs.

The Specific Plan EIR Mitigation Monitoring and Reporting Program shall be utilized as the guiding document for providing a logical extension of necessary infrastructure to support development of individual Planning Areas within the overall project. As development occurs within the Specific Plan area onsite and offsite roadway improvements shall be provided to insure that traffic impacts within and beyond the Specific Plan area are mitigated. Other infrastructure improvements including “Advanced Water Purification” water, sewer service, storm drains and water quality treatment systems, and public utilities shall be provided to serve the needs of the individual Planning Areas and project phases.

The extent and sequence of phases of development will be approved through the City’s development review process and subdivision map approval process with implementation of the utility master plans, as contained in this Specific Plan, as required to provide necessary utility services. Each development shall be responsible for improvements within their individual project boundary as defined within the Phase 1 and Phase 2 Development Agreements and the future implementing entitlement Subdivisions, Tract Maps, and project Conditions of Approval.

8.2 AGRICULTURAL BUFFERS

Agricultural buffers are required to separate new development from existing agricultural uses. The primary agricultural buffer will be parallel to Patterson Road adjacent to Phase 2 development. It will be installed concurrently with the Patterson Drive road improvements identified in Chapter 4 - Infrastructure. The Agricultural buffer area extends into



the neighborhood Park along Patterson Road. Uses within the buffer area shall conform to the Ventura County Agricultural Commission's adopted policies.

Interim agricultural buffers may be necessary between Phase 1 and Phase 2 of the Teal Club Specific Plan. The first phase shall provide a full 150-foot structural setback buffer adjacent to any remaining agricultural uses as shown in Figure 8-1.

8.3 FINANCING DISTRICTS

At the developer's request, the City shall, pursuant to California Government Code Section 53311 et. seq., establish a Community Facilities District for capital improvements and create bonded indebtedness to finance the construction or acquisition of certain facilities such as roads, utilities, drainage, public facilities and other infrastructure.

If the City and Developer choose to, the City shall, pursuant to California Government Code Section 53311 et. seq., establish a Community Facilities District for the purpose of funding the maintenance costs of certain improvements such as roads, utilities, drainage facilities, parks, landscaping and public facilities.

8.4 DEVELOPMENT REVIEW PROCESS

All development within the Teal Club Specific Plan area is subject to the standards and guidelines in this Specific Plan. As part of the discretionary permit review process (i.e., staff review, development design review permit, Special Use Permit, subdivision map approval, etc.), the City of Oxnard shall review project submittals for consistency with

these standards and guidelines. Subdivision maps and related discretionary permits shall be processed in accordance with the procedures established by the City of Oxnard and defined within the City of Oxnard Municipal Code.

8.5 SPECIFIC PLAN ADMINISTRATION

The Specific Plan includes development and design guidelines but cannot anticipate every potential condition requiring decisions within the development review process. Any subsequent discretionary approval or amendment to the Specific Plan must be consistent with the General Plan as amended and/or updated.

Development applications that are not in substantial conformance with the Specific Plan or that may require an amendment to the Specific Plan shall be governed by the following processes under the following four application categories: Minor Modifications, Major Modifications, Specific Plan Amendments, and Special Use Permits.

8.5.1 MINOR MODIFICATIONS

The following items may deviate, within specified limitations, from the adopted Specific Plan but shall be considered to be in Substantial Conformance with the Specific Plan. This revision shall occur concurrent with the applicable discretionary permits.

FIGURE 8-1 PROPOSED PHASED IMPROVEMENT PLAN - PHASE 1

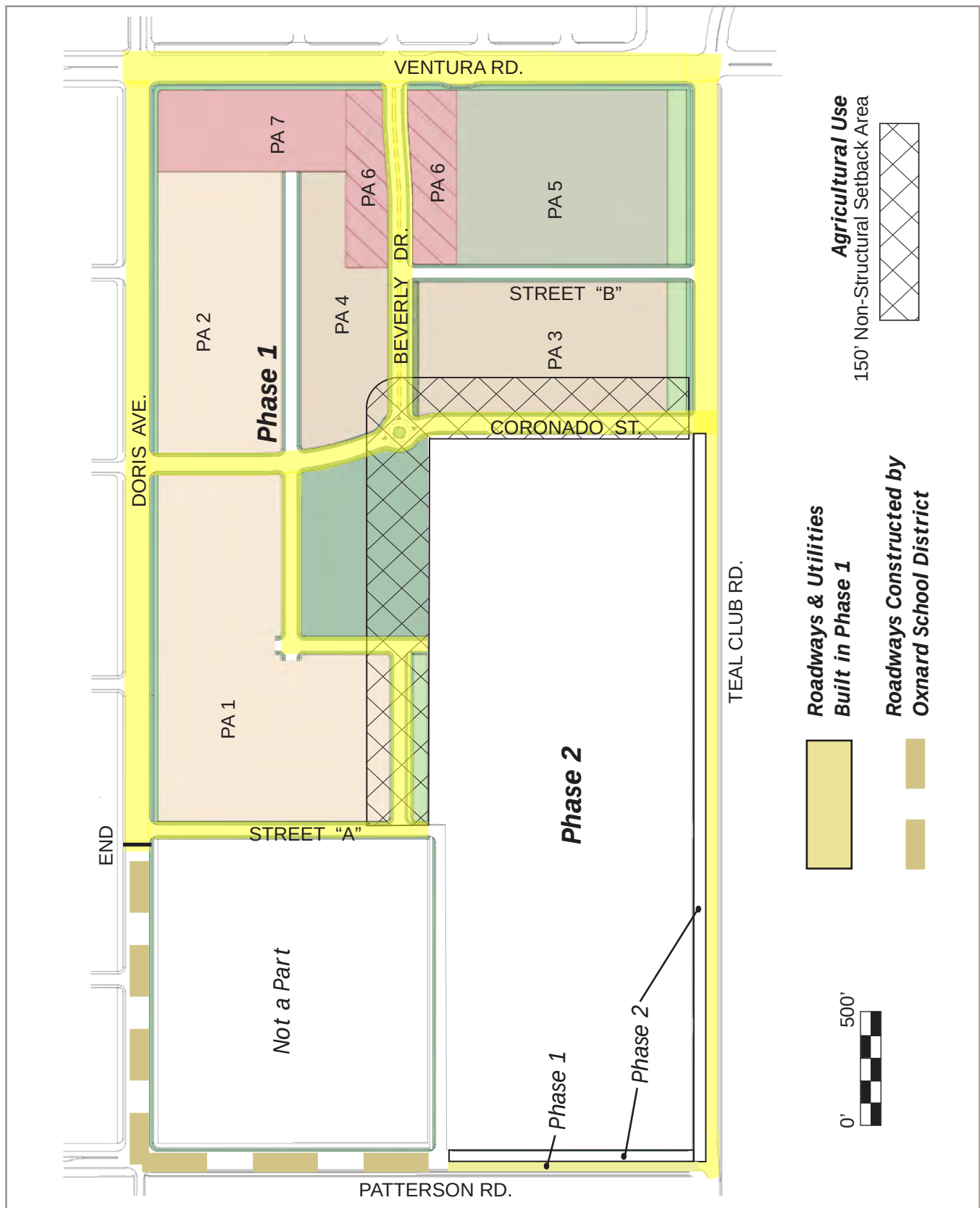
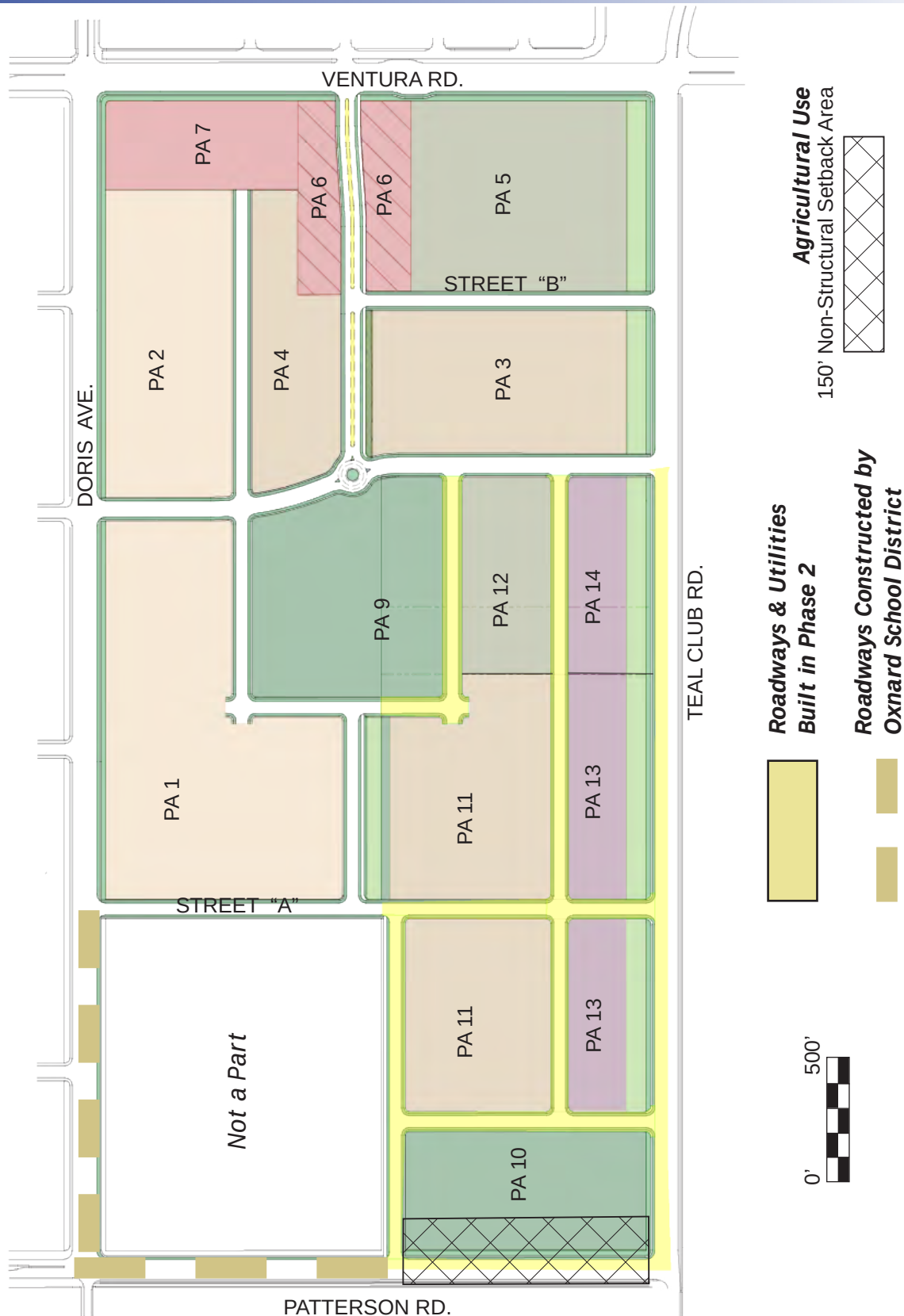




FIGURE 8-2 PROPOSED BUILD-OUT IMPROVEMENT PLAN



Examples of Minor Modifications include the following:

- Final facility sizing and alignment of water, sewer, and storm drain improvements (as directed by the City Engineer);
- Change in utility and/or infrastructure serving agency;
- Alignment of streets within neighborhoods so long as the number and approximate spacing of connections is in general conformance with the Specific Plan Land Use Plan;
- Local street, road, and multi-purpose trail alignments provided that connecting of destination points is maintained;
- Minor landscape and streetscape design modifications consistent with the Design Guidelines contained in this document and approved through the development review process;
- Deletion of utility infrastructure deemed unnecessary by the City Engineer.
- Re-distribution of dwelling units between Planning Areas provided that the re-distribution falls with the allowed density for each affected Planning Area.

8.5.2 SPECIFIC PLAN AMENDMENTS

Amendments may be requested at any time pursuant to Section 65453(a) of the California Government Code. Any proposed modification to the Specific Plan beyond the defined limits of the Minor or Major Modification will be processed as a Specific Plan Amendment. Depending upon the nature of the proposed Specific Plan Amendment, additional environmental analysis may be required, pursuant to Section 15162 of the California Environmental Quality Act.

8.6 MITIGATION MONITORING & REPORTING PROGRAM

Refer to the Teal Club Specific Plan EIR Mitigation Monitoring and Reporting Program for implementation and reporting of the Mitigation Measures.



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9

GENERAL PLAN CONSISTENCY

The Teal Club Specific Plan is a defined Urban Village and Specific Plan area within the City of Oxnard General Plan. The California Government Code (Sections 65450 through 65457) permits the adoption and administration of Specific Plans as an implementation tool for elements contained in the local General Plan. As a result, Specific Plans must demonstrate consistency in regulations, guidelines and programs with the goals and policies set forth in the General Plan.

The City of Oxnard 2030 General Plan contains the following elements that relate to the consistency analysis for the Teal Club Specific Plan: Sustainable Community, Community Development, Infrastructure & Community Services, Environmental Resources, Safety & Hazards and Housing.

An exhaustive review and analysis of each of these elements has been conducted as a part of the Teal Club Specific Plan Draft Environmental Impact Report (DEIR). The Teal Club Specific Plan DEIR General Plan Consistency Analysis was prepared by Rincon Consultants under the direction of the City of Oxnard.

The following pages list the applicable City of Oxnard 2030 General Plan Policies and provide a discussion of the project impacts, mitigations and consistency upon implementation of the Specific Plan and Final Environmental Impact Report (FEIR) mitigation measures. In each case the DEIR analysis confirms that the Teal Club Specific Plan is either deemed Consistent with the applicable General Plan Policy or Potentially Consistent with the applicable General Plan Policy, subject to final confirmation by conformance with the mitigations and requirements to be set forth in the FEIR.

The Teal Club Specific Plan, located entirely within the City of Oxnard's established City Urban Restriction Boundary (CURB), has been identified in the approved City of Oxnard 2030 General Plan as one of the last remaining major parcels for development within the ultimate City of Oxnard boundaries. Upon annexation to the City of Oxnard and subsequent completion of the infrastructure improvements outlined within the Teal Club Specific Plan and FEIR Mitigation Measures there would be no significant impacts to public services within the City of Oxnard.

The Teal Club Specific Plan mix of residential, commercial, industrial, recreational and transit connections will contribute to the overall economic and cultural vitality of the City of Oxnard. The City of Oxnard will receive economic benefits from the tax-increment revenue derived from the development of the Specific Plan area. The Specific Plan shall provide for self-funding of internal community infrastructure through the formation of a Maintenance Community Facilities District (CFD) or Community Service Area, subject to approval by the City of Oxnard.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>SUSTAINABLE COMMUNITY</i>	
<i>SC-3.1. New Residential Development. Encourage incorporation of passive and active energy and resources conservation design and devices in new residential development and substantial remodels and/or expansions.</i>	<u>Level II - Consistent</u> Mitigation Measures AQ-2(b) and AQ-2(c) require that construction and building management contracts for residential development within the TCSP include energy saving requirements mandated by State Green Building Code, as amended during the life of the project. Mitigation AQ-2(c) also required that all structures include passive energy conservation design elements, including building material massing, orientation, architectural elements (deeply recessed windows, eave overhangs, etc.), landscape shading, or low-impact materials, window glazing to increase insulation, and water circulation pumps to reduce water use, and/or similar measures shown to be equally effective. This mitigation measure that applies to all development proposed within the TCSP and within the nine parcels proposed for Annexation.
<i>SC-3.8. Require Use of Passive Energy Conservation Design. As part of the City and Community EAP's, require the use of passive energy conservation by building material massing, orientation, landscape shading, materials, and other techniques as part of the design of local buildings, where feasible.</i>	
<i>SC-3.12. Encourage Natural Ventilation Review and revise applicable planning and building policies and regulations to promote use of natural ventilation in new construction and major additions or remodeling consistent with Oxnard's temperate climate.</i>	
	<u>Level II - Consistent</u> Mitigation Measure AQ-2(e) requires all applicants for all projects within the TCSP area and within the nine parcels proposed for Annexation to include natural ventilation in building design plans whenever feasible, as required by the State Green Building Code, as amended during the life of the project.
<i>COMMUNITY DEVELOPMENT</i>	
<i>CD 1.4. Transportation Choices. Promote the application of land use and community designs that provide residents with the opportunity for a variety of transportation choices (pedestrian, bicycle, transit, automobile).</i>	<u>Level I - Consistent</u> The TCSP consists of traditional neighborhood design components that promote “porch and street orientation” and encourage walking and interaction between residents. Medium and Medium-High Density areas would orient to internal pathways and common areas with connection to the public walking network and to the Urban Village. The Urban Village would be oriented around a public plaza, and would be within walking distance of residential units and readily accessible to a new bus stop on Ventura Road (Section 2.0, <i>Project Description</i>).



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>CD 1.5. Housing Variety. Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single family units.</i>	<u>Level I - Consistent.</u> The TCSP envisions development of up to 990 residential dwelling units in a variety of densities and product types including both market-rate and affordable housing. In addition to single-family residential units, the TCSP includes single-family courtyard homes, single-family townhomes and multi-family condominiums and apartments (Section 2.0, Project Description).
<i>CD 1.6. Public Facilities. Enhance resident quality of life by providing adequate space for schools, libraries, parks and recreation areas, as well as space for the expansion of public facilities to support the community's vision.</i>	<u>Level I - Consistent.</u> The TCSP includes a 6.5-acre public (City) Community Park (PA 8) with playground equipment, picnic tables, restrooms, and backstops and fencing for softball/baseball play and soccer use. Within the residential and commercial PA's, a 6.5-acre community park, a 3.5-acre community park, and a 7.4-acre community park combine for a total of 17.4 park and open space acres. Combined with the Beverly Dr. greenbelt, the TCSP would provide 17.8 gross acres of public parks and open space, about 12% of the project acreage.
<i>CD 1.7. Compact Development. Promote the use of development patterns that are more compactly built and use space in an efficient aesthetic manner as part of the community vision.</i>	<u>Level I - Consistent.</u> High-density residential zones are 30 or more dwelling units per acre and medium-high zones are 18 to 30 dwelling units per acre, as described in the City of Oxnard General Plan 2030. The TCSP would include maximum densities of between 10 and 30 dwelling units per acre. The general distribution of densities for the site is included in the 2030 General Plan Land Use map, and the proposed TCSP generally adheres to that distribution.
<i>CD 1.8. Natural Resource Conservation. Promote a high quality of life within the community, incorporating the retention of natural open space areas, greenbelts, and the provision of adequate recreational facilities.</i>	<u>Level I - Consistent.</u> As discussed in Section 4.4, Biological Resources, the project area does not include any natural open space areas, as it is currently used for agricultural activities and urban development. The project area is adjacent to agricultural areas to the west that are outside of the CURB boundary. Approximately 17.76 acres of open space and parks are proposed within the TCSP area. As discussed in Section 4.12 Public Services and Recreation, this acreage would exceed the required 12 acres of parkland for the project.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>CD 1.9. Commute Reduction. Minimize the commuting distances between residential concentrations and employment centers by encouraging the development of mixed land uses in appropriate areas.</i>	<u>Level I - Consistent.</u> Medium and Medium-High Density areas in the TCSP would orient to internal pathways and common areas with connection to the public walking network, the proposed Business Research Park zone (PA 13 and 14), the proposed commercial zones (PA 6 and 7), and the nine parcels south of Teal Club Road which would be rezoned for employment-generating uses.
<i>CD 1.10. Jobs-Housing Balance. Consider the effects of land use proposals and decisions on efforts to maintain an appropriate jobs-housing balance ratio.</i>	<u>Level I - Consistent.</u> The TCSP includes residential uses, as well as retail, office, and a business and research park, which would offer job opportunities to residents. The adopted VCOG 2040 forecast projects a total of 83,328 jobs and 71,602 households for the City of Oxnard by the year 2040. Therefore, the 2040 jobs/housing ratio would be 1.16:1 which is within the range of 1.1 and 1.34 jobs per housing unit, the acceptable jobs/housing ratio range identified by the VCOG (VCOG, May 2008). With the additional 2,651 jobs and net increase of 988 housing units under the proposed Specific Plan, the jobs/housing would change to 1.18:1 (more skewed towards a greater number of jobs than housing units) but would still be within the acceptable jobs/housing ratio. Therefore, the project would not move the City's ratio out of the VCOG range.
<i>CD 1.12. Avoiding Encroaching the Oxnard Airport. Retain land within the airport hazard area as permanent open space as shown on the Land Use Map or otherwise recommended by the County Department of Airports.</i>	<u>Level II - Consistent.</u> Development of the Specific Plan would place residential and commercial uses within 2,000 feet of the Oxnard Airport runway, potentially exposing people residing and working in the area to safety hazards. However, no habitable development is proposed within the airport's inner or outer safety zone, and as discussed in Section 4.7, Hazards and Hazardous Materials, the probability of an accident occurring in the Plan Area is low. Further, the presence of nearby emergency landing areas would reduce accident hazards. Safety would be further ensured through mitigation measures HAZ-5(a-c). The City of Oxnard has referred the proposed project to the ALUC for review and comment. The ALUC has determined that the Project is consistent with the Airport Comprehensive Land Use Plan. The City must consider the comments of the ALUC prior to making a decision on adoption of the Specific Plan.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>CD 3.1. Neighborhood Preservation. Protect existing residential neighborhoods from the encroachment of incompatible activities and land uses as determined through environmental review and/or determination by the Planning Commission.</i>	<u>Level II - Consistent.</u> The development within the TCSP would be compatible with the existing residential neighborhood located to the north of the TCSP area. The proposed Urban Village would locate residential uses adjacent to the existing residences. Residences to the east are across Ventura Road from the project area, which would provide a buffer from the neighborhood commercial and higher density residential uses proposed in the eastern portion of the TCSP area.
<i>CD 4.1. Mitigate Land Use Conflicts. Mitigate conflicts between commercial and other land uses, especially residential and recreational uses.</i>	<u>Level II - Consistent.</u> Proposed commercial uses in the TCSP would not be located directly adjacent to any existing residential or recreational uses. Existing residences to the east of proposed commercial land use in PA 6 and 7 are across Ventura Road from the project area, which would provide a buffer from the neighborhood commercial uses.
<i>CD 5.1. Industrial Clustering. Encourage the clustering of industrial uses into areas that have common needs and are compatible in order to maximize their efficiency.</i>	<u>Level II - Consistent.</u> The nine parcels (11.4 acres combined) to be Annexed south of Teal Club Road are a mix of vacant land and existing small residential and industrial development. Upon Annexation, these nine parcels would be zoned Light Manufacturing (M-1) by the City of Oxnard and would encourage the clustering of industrial uses. The airport area is designated by the City as an area where industrial uses are allowed. Business and Research Park uses are also proposed for the TCSP area nearest to the airport (PA 13 and 14).
<i>CD 5.2. Compatible Land Use. Ensure adequate separation between sensitive land uses (residential, educational, open space, healthcare) to minimize land use incompatibility associated with noise, odors, and air pollutant emissions.</i>	<u>Level II - Consistent.</u> The proposed industrial component of the Specific Plan would be compatible with existing industrial uses as well as the adjacent agricultural, open space, and residential land uses with incorporation of the mitigation measures specified in Section 4.2, Agriculture. See Section 4.7, Hazards and Hazardous Materials and Section 4.10, Noise for further discussion regarding compatibility. The proposed Business and Research Park uses in PA 13 and 14 would not include heavy manufacturing uses likely to produce incompatible odors.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>CD 5.3. Available Services. Encourage industrial activities to locate where municipal services are available including adequate storm drainage and water facilities, as well as easy access to multiple modes of transportation.</i>	Level I - Consistent. The nine parcels (11.4 acres combined) to be Annexed south of Teal Club Road are a mix of vacant land and existing small residential and industrial development. Municipal services currently exist in this area including water and sewer lines. When projects are proposed within the nine parcels and in the TCSP area, they would be required to comply with this 2030 General Plan policy and with existing regulations for stormwater. The project area is accessible to bicycle lanes and bus stops.
<i>CD 5.5. "Green" Major Transportation Routes. Guide industrial development to locate near transportation facilities capable of handling goods movements in an efficient manner without decreasing the level of service on the transportation network or dividing existing neighborhoods.</i>	Level I - Consistent. Industrial development would be located in the vicinity of major transportation routes including Ventura Road, Fifth Street and Victoria Avenue, and would not divide an existing neighborhood, as discussed above under Impact LU-1. The nine parcels south of Teal Club Road proposed for Annexation, which could be rezoned for industrial uses, are located adjacent to the Oxnard Airport, generally surrounded by other industrial land uses and commercial development, and no existing neighborhood is located on either side of the parcels. The parcels are located within 2.5 miles of Highway 101, a major transportation route.



Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>CD 6.1. Agricultural Buffers. Require that agricultural land uses designated for long-term protection and production be buffered from urban land uses through the use of techniques including, but not limited to, greenbelts, open space setbacks, fencing, berming, and windrows.</i>	<u>Level II - Consistent.</u> As described in Section 4.2, Agricultural Resources, and Mitigation Measure AG-2, which requires interim agricultural buffers, Phase 1 would include 91.83 acres of the site and interim agricultural buffers are proposed to allow Phase 2 owners to continue farming indefinitely. Phase 1 would also include all internal roadway circulation needed to service Phase 1. Proposed agricultural buffers would be 300 feet or 150 feet wide with a double row of appropriate trees (windrows). All proposed Phase 1 roads would be built and operable; residences for lots in the Phase 1 area within 150-foot buffers would not be built until Phase 2 is committed to development. Trespassing, vandalism, and pilferage impacts would be reduced through the development of the Community Park separating agricultural production and proposed urban land uses. Agricultural uses to the west would be buffered by open space planning areas and North Patterson Road. Finally, the community park (PA 10) would provide a buffer between the residential and business park use and agricultural use to the west.
<i>CD 6.2. Agricultural Preservation. Preserve agricultural land and uses within the Oxnard Planning Area unless other uses are allowed through a future CURB amendment and/or applicable exemptions.</i>	<u>Level II - Consistent.</u> When voters approved the city's Save Open Space and Agricultural Resources ("SOAR") initiative in 1998, the Teal Club site was located inside the urban growth boundary ("CURB").

Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>CD-7.1 Establishment of Urban Villages: Six areas of the City are initially designated as Urban Villages. It is the intent of the Urban Village designation that specific or strategic plans for each area will be prepared in advance of the planning entitlement process. Additional Urban Villages and guidelines may be subsequently adopted by the City Council*. Urban Villages are envisioned as characterized by:</i> <i>• Infill and/or development of formerly agricultural land</i> <i>• Reinvestment in the existing community</i> <i>• Mixture of land uses</i> <i>• Mix of residential densities and housing types</i> <i>• Providing a minimum of 15 percent affordable housing</i> <i>• Location along or near corridors, downtown, and transit nodes</i> <i>• Transit, pedestrian, and bicycle circulation given high priority</i> <i>Teal Club Specific Plan:</i> <i>• Location. Teal Club Road, Patterson Road, Doris Avenue, and Ventura Road.</i> <i>• Land Use. Transit oriented residential with supporting mixed use, schools, parks, and neighborhood commercial services.</i> <i>• Overview. The intent of this urban village is to encourage neotraditional town planning compatible with surrounding uses and the Oxnard Airport with a focus on sustainability by using green building and planning principles, provision of adequate public semi-public uses, transit-oriented development, and an identity creating entry component facing Ventura Road. A central balanced community with jobs, school, recreation, shopping, and affordable and market-rate housing.</i>	Level I - Consistent. The proposed TCSP would be consistent with the 2030 General Plan's Urban Village policy, as it is one of the areas specifically defined as an Urban Village. The TCSP would provide a mix of land uses including but not limited to commercial, retail, business research, residential, public/semipublic uses, and open space. The TCSP envisions development of up to 990 residential dwelling units in a variety of densities and product types including both market-rate and affordable housing (15% affordable). In addition to single-family residential units, the TCSP includes single-family courtyard homes, single-family townhomes and multi-family condominiums and apartments (Section 2.0, Project Description). The TCSP would be located within 2.5 miles of Highway 101, a major transportation route and would provide access to other public transportation options, including Gold Coast Transit buses. The Urban Village would be oriented around a public plaza, and would be within walking distance of residential units and readily accessible to bus pull-out locations on southbound and northbound lanes of Ventura Road which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options. Leasing preferences and incentives may be required so that the Urban Village provides a mix of uses that reduce vehicle trips by residents (Section 2.0, Project Description).



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>CD-7.5 Pedestrian and Transit Scale. Design urban village areas to be pedestrian-oriented and transit accessible, incorporating block patterns, walking routes and edges, social orientation of buildings, and streetscapes to provide ease of walking and safety.</i>	<u>Level I - Consistent.</u> The urban village would be oriented around a public plaza, and would be within walking distance of residential units and readily accessible to bus pull-out locations on southbound and northbound lanes of Ventura Road, which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options. One of the project objectives is to create an integrated vehicular, pedestrian and bicycle circulation system that connects residential, industrial, commercial and institutional uses within the project area. The proposed project would involve pedestrian, bicycle, and transit improvements as discussed in Section 2.0, Project Description, and shown in Figure 2-4.
<i>CD-7.6 Connectivity. Provide connectivity to other activity nodes in the form of roadways, transit connections, and bicycle and pedestrian linkages that encourages non-vehicular travel modes. Urban villages should be considered major transit transfer points and have amenities oriented towards transit users.</i>	
<i>CD-7.7 Urban Village Streetscapes and Identification. Include streetscape and signage programs in roadway improvements that provide each area a unique identification and enhance the functionality and beauty of entry corridors. Ensure that planned roadway improvements do not conflict with other policies that encourage pedestrian activities and circulation.</i>	<u>Level II - Consistent.</u> Development under the TCSP, when proposed, would be required to adhere to streetscape and identification programs as defined by the 2030 General Plan.
<i>CD-7.8 Road Design. Reflect the residential and commercial activities of the urban village area by using appropriate roadway widths for road and streetscape design.</i>	<u>Level II - Consistent.</u> Development under the Specific Plan, when proposed, would be required to adhere to road and streetscape design as defined by the 2030 General Plan.
<i>CD-7.9 Infrastructure Compatibility. Ensure new development within each urban village complies with the City's adopted infrastructure master plans and provides fair share contributions towards existing and future improvements necessary to serve the development.</i>	<u>Level II - Consistent.</u> As described in Section 4.14, Utilities and Service Systems, developers of the proposed project would pay fees for the necessary wastewater infrastructure, project developers would design on-site water systems to serve the development, and the proposed project would not significantly impact water or solid waste infrastructure.

Table 9-1
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<i>General Plan Policy</i>	<i>Discussion</i>
<i>CD-7.11 Urban Village Open Space Areas/Parks. Park sizes and locations shall follow City standards and be within walking distance of a majority of the population.</i>	<u>Level II - Consistent.</u> The TCSP would include 17.8 acres of parks and open space, most of which would be located east of Patterson Road. The 7.4-acre park adjacent to Patterson Road would be within walking distance of all TCSP residents, as well as existing residential neighborhoods north and east of the project area.
<i>CD-7.12 Urban Village Collocation with Schools. Promote the collocation of parks with school facilities for the purpose of enhancing available open space and recreation.</i>	<u>Level II - Consistent.</u> The proposed TCSP does not involve collocation of schools and parks; however, the 7.4-acre City Community Park proposed to be located alongside Patterson Road would be near the proposed OSD school site adjacent to the TCSP area.
<i>CD-7.13 Urban Village Trail and Open Space Connections. Include trails (pedestrian and bicycle) and open space areas, where feasible within urban village areas. These facilities shall create a network that links urban villages and other neighborhoods to each other.</i>	<u>Level II - Consistent.</u> The TCSP would include open space areas, including greenbelts along Beverly Drive and Street C. The area adjacent to Patterson Road, nearest to the agricultural uses, would be developed as a 7.4 acre park area, which would be accessible to other neighborhoods.
<i>CD 8.1. Limiting Development. Continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.</i>	<u>Level II - Consistent.</u> See Section 4.14, Utilities and Service Systems. The proposed project is at the edge of the existing service area. It would involve development in an area that, with the mitigation proposed, can be served by existing or planned service systems. Since service does not exist currently, the project is potentially consistent.
<i>CD 8.2. Services. Continue to ensure that public services and facilities are in place at the time of need or prior to the time new development occurs in order to avoid overloading existing urban service systems.</i>	



Table 9-1
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General Plan Policy	
<i>CD 8.5. Impact Mitigation. Ensure that new development avoids or mitigates impacts on air quality, traffic congestion, noise, and environmental resources to the maximum extent feasible.</i>	<u>Level I - Consistent.</u> See Section 4.3, Air Quality for mitigation measures including energy efficiency design elements and construction requirements that would reduce impacts to air quality to a less than significant level. See Section 4.10, Noise, which includes mitigation measures and concludes that impacts related to noise would be less than significant. See Section 4.13, Transportation and Traffic for mitigation measures related to intersections that would ensure that impacts related to traffic would be less than significant. Other mitigation measures and impacts to environmental resources are discussed throughout this EIR and impacts would be reduced to the extent feasible.
<i>CD 8.7. Community Balance. Create an appropriate balance between urban development and preservation of agricultural uses by promoting development within the CURB while designating land outside the CURB as Resource Protection, Open Space or Agricultural land use, unless otherwise allowed through a CURB amendment and/or exemptions from the SOAR ordinance.</i>	<u>Level II - Consistent.</u> When voters approved the city's Save Open Space and Agricultural Resources ("SOAR") initiative in 1998, the Teal Club site was specifically located inside the urban growth boundary ("CURB") (Specific Plan, July 2013).
<i>CD 8.8. Public Facility Service Areas. Provide appropriate service areas for existing and planned public facilities such as a museum, secondary and elementary schools, fire stations, branch libraries, community centers, parks, and infrastructure utility for support facilities.</i>	<u>Level I - Consistent.</u> Within the residential and commercial Planning Areas are a 6.5-acre community park, a 3.5-acre community park, and a 0.4-acre greenbelt combine for a total of 10.4 park acres. A 7.4-acre City Community Park would also be included in the TCSP to the east of Patterson Road. Public access to the Community Park would be available to all Oxnard residents via Patterson Road. In addition, the property at 1618 Doris Avenue in the TCSP area, which is also within 1/4-mile of the proposed Oxnard School District school site

Table 9-1
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<i>General Plan Policy</i>	<i>Discussion</i>
<i>CD 8.9. Jobs/Housing Balance & Sustainable Communities Strategy (SB 375). Incorporate inter- and intra-city jobs/housing balance in the development of the regional and subregional Sustainable Communities Strategy (SB 375), Urban Village strategy and strategic plans, with the main intent to reduce single-occupancy work-related vehicular trips.</i>	<u>Level I - Consistent.</u> The TCSP would create 2,651 employment opportunities and 988 residential units within a transit-oriented development community. This would potentially reduce single-occupancy work-related vehicular trips by locating employment centers near residences.
<i>CD 8.10. Timing of Large-Scale Development. Consider at an early stage the infrastructure investment needs of largescale developments in order to evaluate these needs as part of long-range water supply, conveyance, wastewater, and other relevant planning.</i>	<u>Level II - Consistent.</u> As described in Section 4.14, Utilities and Service Systems, existing water supply and solid waste conveyance systems would be able to serve the proposed project. Wastewater conveyance systems and an on-site Advanced Water Purification water system would be developed prior to occupancy.
<i>CD 9.4. View Corridor. Preservation. Ensure all public and private investments positively contribute to the overall character of the City by minimizing impacts on important view corridors by creating edge treatments along greenbelt areas and a landscaped buffer corridor of at least 30 feet along designated scenic corridors and other major transportation corridors.</i>	<u>Level II - Consistent.</u> Given the limited extent to which the proposed project would affect scenic vistas (see Section 4.1, Aesthetics), the project would not have a significant adverse impact on scenic vistas.
<i>CD 9.5. Unique Character Preservation. Ensure that new public and private investment maintains the unique coastal and agricultural character of the City.</i>	<u>Level II - Consistent.</u> As discussed in Section 4.2, Agricultural Resources, there was a significant and unmitigable impact associated with the conversion of agricultural land in the 2030 General Plan.
<i>CD 10.1. Human-Scale Development. In the evaluation of development proposals, require urban development on a human scale, by emphasizing the pedestrian experience over the movement and storage of vehicles.</i>	<u>Level II - Consistent.</u> The TCSP would provide for the pedestrian experience. Medium and Medium-High Density residential areas would orient to internal pathways and common areas with connection to the public walking network and to the urban village component.



Table 9-1
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General Plan Policy	Discussion
<i>CD 10.2. Neighborhood Themes. In the evaluation of development proposals, require neighborhood themes and principles of design, such as neotraditional town planning, which include central parks, schools, and community and commercial facilities, strong pedestrian orientation and de-emphasis of automobile related elements in new development projects.</i>	<u>Level II - Consistent.</u> The TCSP would emphasize the neighborhood themes. Medium and Medium-High Density areas would orient to internal pathways and common areas with connection to the public walking network and to the urban village. Small parks or “greenbelts” would be located along major roadways within the TCSP area, including on Beverly Drive and Street C. The TCSP also includes a Community park.
<i>CD 11.3. Protect and Enhance Cultural Resources. Ensure that new public and private investment protects and enhances Oxnard’s existing cultural resources, traditional neighborhoods, and historic districts, to the extent feasible.</i>	<u>Level II - Consistent.</u> See Section 6.o, Effects Found Not to be Significant. There are no officially designated historic resources or known cultural resources on or adjacent to the project area.

INFRASTRUCTURE AND COMMUNITY SERVICES

<i>ICS 1.2. Development Impacts to Existing Infrastructure. Review development proposals for their impacts on infrastructure (e.g., sewer, water, fire stations, libraries, streets) and require appropriate mitigation measures to ensure that proposed developments do not create substantial adverse impacts on existing infrastructure and that the necessary infrastructure will be in place to support the development.</i>	<u>Level II - Consistent.</u> The proposed project includes payment of wastewater infrastructure fees to ensure that infrastructure would be in place to support development. The project also includes development of on-site water systems. The project area is on the edge of the existing service area for utilities and water and sewer lines are located near the project area. The applicant would also be required to fund development of an additional fire station, fire engine, and staff to provide fire/emergency services to the project area (Mitigation Measure PS-1). See Section 4.12, Public Services and Section 4.14, Utilities and Service Systems for a discussion of existing and proposed infrastructure.
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Table 9-1
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<i>General Plan Policy</i>	<i>Discussion</i>
<i>CIRCULATION</i>	
<i>ICS 2.5. Mitigate Impacts on County Roads. Require new development to contribute to the enhancement of Ventura County-maintained roads based on an updated City/ County Memorandum of Understanding.</i>	<u>Level II - Consistent.</u> Intersection improvements and payment of standard traffic impact fees would be required as described in detail in Section 4.13, Transportation and Traffic.
<i>ICS 3.3. New Development Level of Service C. Determine as part of the development review and approval process that intersections associated with new development operate at a level of service of "C" or better. The City Council may allow an exception to level of service "D" in order to avoid impacting private homes and/or businesses, avoid adverse environmental impacts, or preserve or enhance aesthetic integrity.</i>	<u>Level II - Consistent.</u> The proposed project would include improvements to ensure that the project does not result in a level of service lower than "C." See Section 4.13, Transportation and Traffic and mitigation measures T-1(a-h) and T-2(a-h) for specific details regarding the affected roadways and intersections.
<i>ICS 6.1. Transit Facilities for New Developments. Include transit facilities such as bus benches, shelters, pads or turnouts, where appropriate, in new development improvement plans.</i>	<u>Level I - Consistent.</u> Enhanced bus facilities on Ventura Road are included in the proposed plan. This would include multiple bus pull-out locations and bus shelters on southbound and northbound lanes of Ventura Road, which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options.
<i>ICS 7.3. Travel Patterns. Promote compact, mixed use development patterns that compliment and encourage TDM programs, pedestrian and bicycle travel, and transit use.</i>	<u>Level II - Consistent.</u> A business/research park on the south side of the TCSP area would provide jobs within walking distance of area residents and the urban village would be oriented around a public plaza, and be within walking distance of residential units, as well as readily accessible to a new bus stop on Ventura Road. Fees would be paid to a TDM program, as described in Section 4.3, Air Quality Mitigation Measure AQ-2(a). The proposed density would be relatively compact for airport-adjacent areas.



Table 9-1
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<i>General Plan Policy</i>	<i>Discussion</i>
<i>ICS 8.4. New Development Requires Bicycle Improvements. Where designated, require proposed developments to include bicycle paths and / or lanes in their plan and to clearly indicate possible bicycling hazards such as speed bumps and storm drain inlet grates in parking lots.</i>	<u>Level I - Consistent</u> . When submitted to the City, bike path design and alignment would be reviewed for appropriate safety elements. (See Figure 2-4 in Section 2.0, Project Description, for proposed pedestrian, bicycle, and transit improvements).
<i>ICS 10.2. Oxnard Airport Compatible Land Use. Continue to ensure that the land use and zoning adjacent to Oxnard Airport is compatible in order to minimize potential noise and safety problems.</i>	<u>Level II - Consistent</u> . Only a small portion along the southern boundary in the western half of the TCSP area would be within the 60 dBA CNEL contour. This portion is proposed for a retention basin and business park uses, which would be compatible with potential noise from the Oxnard Airport. The light manufacturing uses that could be located on the nine parcels south of the TCSP area would be compatible with the noise levels associated with the Oxnard Airport (see Section 4.10, Noise). The proposed TCSP area and additional Annexation area are both within the Oxnard Airport's traffic pattern zone (TPZ) and are subject to height restrictions. Development of the Specific Plan would place residential and commercial uses within 2,000 feet of the Oxnard Airport runway, potentially exposing people residing and working in the area to safety hazards. However, the probability of an accident occurring in the Plan Area is low. Further, the presence of nearby emergency landing areas would reduce accident hazards. Safety would be further ensured through mitigation measures HAZ-5(a-c). See Section 4.7, Hazards and Hazardous Materials for further discussion.

Table 9-1
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<i>General Plan Policy</i>	<i>Discussion</i>
<i>ICS 11.6. Water Conservation and/or Recycling Connection as Mitigation. Require the use of water conservation offset measures (efficient low flow fixtures and irrigation systems, drought tolerant landscaping, leak detection programs, water audits, and public awareness and education programs) and/or proportional contributions to Advanced Water Purification water production and/or conveyance infrastructure related to the GREAT Program as mitigation for water supply shortage as determined by a Water Supply Assessment, CEQA documentation, or similar analysis as part of new or master plan development review.</i>	<u>Level II - Consistent.</u> TCSP buildout is proposed to be “water neutral” so that future water demand would not exceed the proposed transfer of water rights. To provide adequate potable water for the TCSP project, the existing agricultural water rights within the TCSP area would be transferred for municipal and industrial uses to the City of Oxnard. All TCSP development water needs for which Advanced Water Purification water use is appropriate would be connected to the City’s Ventura Road Advanced Water Purification water distribution pipeline. Advanced Water Purification water would be used, at a minimum, for all landscape irrigation and other water conservation measures would be required by mitigation measures UTIL-3(c) and UTIL-3(d). See Section 4.14, Utilities and Service Systems for further discussion of water conveyance.
<i>ICS 11.7. Water Wise Landscapes. Promote water conservation in landscaping for public facilities and streetscapes, residential, commercial and industrial facilities and require new developments to incorporate water conserving fixtures (low water usage) and water-efficient plants into new and replacement landscaping.</i>	<u>Level II - Consistent.</u> Advanced Water Purification water would be used, at a minimum, for all landscape irrigation, provided that the Utilities Department extends the Advanced Water Purification water facilities an extension of services to the project area is approved. Development within the TCSP area and the nine Annexed parcels would be required to adhere to Oxnard City Code (OCC) Chapter 22 Water, Section 22-243 Compliance Requirements, which requires that the landscape area of projects proposing commercial or industrial uses shall be designed without the use of turf and with 100% water wise plants. The landscape area of single-family residential, and multi-family residential projects shall be designed with no more than 40% of the landscaped area in turf or plants that are not water wise plants. Mitigation Measure AQ-2(d) requires implementation of passive energy conservation design techniques such as water conserving fixtures; other water conservation measures would be required by mitigation measure UTIL-3(c) for exterior water conservation.
<i>ICS 11.12. Water for Irrigation. Require the use of non-potable water supplies for irrigation of landscape and agriculture, whenever available.</i>	<u>Level II - Consistent.</u> Advanced Water Purification water would be used, at a minimum, for all landscape irrigation, provided that the Utilities Department extends the Advanced Water Purification water facilities to the project area, as determined in the Teal Club FEIR.



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General Plan Policy	Discussion
<i>ICS 13.2. Adequate Storm Drains and NPDES Discharge Treatment. Provide storm drainage facilities with sufficient capacity to protect the public and property from the appropriate storm event and strive to meet storm water quality discharge targets set by NPDES and related regulations.</i>	<u>Level II - Consistent.</u> The site would generally drain into new storm drains within Teal Club Road and Patterson Road, with additional storm water management provided by the proposed retention and on-site infiltration areas shown on the Land Use Plan (Figure 2-3) as “storm water treatment” areas. The precise configuration of the drainage system would be determined with the review and approval of each phase of the Specific Plan. All facilities within the TCSP area would be funded, permitted, and maintained by a Master Property Association, Community Facilities District, or other private entity as approved by the City. Implementation of the TSCP and buildout of the nine additional parcels would be required to comply with local, state and federal water quality and discharge requirements.
<i>ICS 13.3. Storm water Detention Basins. Design storm water detention basins to ensure public safety, to be either visually attractive or unobtrusive, provide temporary or permanent wildlife habitats, and recreational uses where feasible in light of safety concerns.</i>	<u>Level II - Consistent.</u> The proposed project would include underground drainpipes and detention basins. The detention basins and infiltration areas would be located along the southern portion of the TCSP area, adjacent to Teal Club Road and the Business Research Park. The location would be visually unobtrusive.
<i>ICS 13.4. Low Impact Development. Incorporate low impact development (LID) alternatives for storm water quality control into development requirements. LID alternatives include: (1) conserving natural areas and reducing imperviousness, (2) runoff storage, (3) hydro-modification (to mimic pre-development runoff volume and flow rate), and (4) public education.</i>	

Table 9-1
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General Plan Policy	Discussion
ENVIRONMENTAL RESOURCES	
<i>ER 1.1. Protect Oxnard's Natural and Cultural Resources. Protect the City's natural resource areas, fish and wildlife habitat, scenic areas, open space areas, parks, and cultural and historic resources from unnecessary encroachment or harm and if encroachment or harm is necessary, fully mitigate the impacts to the maximum extent feasible.</i>	<u>Level II - Consistent.</u> No natural resource areas, habitat, historic resources, or other natural or cultural resources are located adjacent to the project area; therefore, no encroachment would occur. Nesting birds and/or monarch butterflies, as well as irrigation ditches that may be biological resources would be mitigated to the maximum extent feasible under mitigation measures as described in Section 4.4, Biological Resources.
<i>ER 1.2. Protect Surrounding Agriculture and Open Space. Protect open space and agricultural uses around Oxnard through continued adherence to the Guidelines for Orderly Development, Ventura County Greenbelt programs, the Save Open-Space and Agricultural Resources Ordinance, and other programs or policies that may subsequently be adopted such as the SB 375 Sustainable Communities Strategy.</i>	<u>Level II - Consistent.</u> Implementation of the TCSP and Annexation of the nine parcels would not encroach upon agricultural areas to the west of the site. Interim agriculture buffers, as described in Mitigation Measure AG-2, would protect agricultural land on the project area during and after development of Phase 1 and before development of Phase 2. See Section 4.2, Agricultural Resources for a more detailed discussion.
<i>ER 2.3. Promote Areas for Open Space. Reserve, preserve, and promote areas particularly suited for open space/recreational uses. Appropriate public access to these resources shall be preserved, enhanced, restored, and properly controlled.</i>	<u>Level I - Consistent.</u> Within the residential and commercial PA's, a 6.5-acre community park, a 3.5-acre community park, and a 0.4 acre greenbelt combine for a total of 10.4 park acres. A 7.4-acre City Community Park would also be included in the TCSP to the east of Patterson Road. Public access to the Community Park would be available to all Oxnard residents via Patterson Road.
<i>ER 3.2. Review of Development Proposals. Review development proposals in accordance with applicable Federal, State, and local statutes protecting special-status species and jurisdictional wetlands and be open to requiring greater protection.</i>	<u>Level II - Consistent.</u> As discussed in Section 4.4, Biological Resources, there are no special-status species or known jurisdictional wetlands on the project area. Nesting birds and monarch butterflies would be protected through mitigation measures as described in Section 4.4, Biological Resources.
<i>ER 3.5. Reduce Construction Silt and Sediment. Require that construction-related silt and sediment be minimized or prohibited to minimize temporary impacts on biological resources.</i>	<u>Level II - Consistent.</u> As described in Section 4.8, Hydrology and Water Quality, compliance with NPDES Construction General Permit and the City of Oxnard ordinance requiring implementation of a Stormwater Pollution Control Plan would ensure that impacts on biological resources would be minimized.



Table 9-1
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General Plan Policy	Discussion
<i>ER 5.5. Abandoned Water Wells and Transfer of Water Rights. Require immediate capping of abandoned water wells at the time of abandonment and where appropriate and feasible, require and accept transference of water rights to the City.</i>	<u>Level II - Consistent.</u> One well currently exists on the project area. The existing agricultural water rights on the site would be transferred to the City as part of the proposed Annexation under applicable rules of the Fox Canyon Groundwater Management Agency.
<i>ER 5.7. Minimizing Paved Surfaces. Require minimization and/or permeability of paved surfaces in new developments and replacement paving, where feasible.</i>	<u>Level II - Consistent.</u> The TCSP includes greenbelts and parks throughout the TCSP area, as well as detention basins located along the southern boundary of the TCSP area. Impermeable surfaces, including buildings, surface parking lots, and streets do not exceed requirements. See Section 4.8, Hydrology and Water Quality for more details.
<i>ER 6.1. Incorporate Views in New Development. Preserve important public views and viewsheds by ensuring that the scale, bulk and setback of new development does not significantly impede or disrupt them and ensure that important vistas and view corridors are enhanced. Require development to provide physical breaks to allow views into these vistas and view corridors.</i>	<u>Level II - Consistent.</u> As discussed in Section 4.1, Aesthetics impacts to scenic views would be less than significant. Many of the views currently available from in and around the project area would continue to be accessible via internal streets and across the proposed parks and other open areas.
<i>ER 6.6. New Development Private Open Space. Ensure that new development incorporates open space areas that provide community and neighborhood identity, private quality exterior private open space for each housing unit, and minimize conflicting land uses and noise generators.</i>	<u>Level II - Consistent.</u> The TCSP would include 17.8 acres of parks and open space, including a 7.4-acre City Community Park. The Community Park would be located between the TCSP and existing agricultural uses west of Patterson Road, which would minimize land use conflicts between urban uses and agricultural uses, including those related to air quality and noise.
<i>ER 9.4. Human Scale Development. Ensure that all new development emphasizes a human, pedestrian scale and minimizes its effect on the area's sensitive visual resources.</i>	<u>Level II - Consistent.</u> The TCSP would be an "Urban Village," emphasizing mixed land uses (single- and multi-family residential, retail, commercial, a business research park, and public/semi-public uses), pedestrian orientation and scale, transit accessibility, and neighborhood identity. As described in Section 4.1, Aesthetics, development within the TCSP would be subject to the <u>Oxnard Design Review Process & Guidelines, which include guidelines related to compatibility with existing development and reducing effects on sensitive visual resources.</u>

Table 9-1
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<i>General Plan Policy</i>	<i>Discussion</i>
<i>ER 10.1. Promote use of Native and Water Wise Plants. Promote the development of a native, drought-tolerant landscape character throughout the City that re-enforces a unified and cohesive landscape character and discourage plants that are invasive or problematic in other ways as determined by the City's landscape architect.</i>	<u>Level II - Consistent.</u> All development within the TCSP area and the nine Annexed parcels would be required to adhere to OCC Chapter 22 Water, Section 22-243 Compliance Requirements, which requires that the landscape area of projects proposing commercial or industrial uses shall be designed without the use of turf and with 100% water wise plants. The landscape area of single-family residential, multi-family residential projects shall be designed with no more than 40% of the landscaped area in turf or plants that are not water wise plants.
<i>ER 11.1. Archaeological Resource Surveys. Continue to require a qualified archaeologist to perform a cultural resources study prior to project approval. Inspection for surface evidence of archaeological deposits, and archaeological monitoring during grading should be required in areas where significant cultural resources have been identified or are expected to occur.</i>	<u>Level II - Consistent.</u> Ground disturbance that has occurred on the project area during past development and agricultural activities, as well as the lack of natural surface water features, reduces the likelihood that intact prehistoric cultural resources are present. However, mitigation measures CR-1(a) through CR-1(c) would minimize impacts to cultural resources by requiring monitoring during grading (all earth disturbing work within the vicinity of the find would be temporarily suspended or redirected until an archaeologist has evaluated) and procedures for discovery of unearthened cultural resources.
<i>ER 11.6. Identification of Archaeological Resources. In the event that archaeological/paleontological resources are discovered during site excavation, continue to require that grading and construction work on the project site is suspended until the significance of the features can be determined by a qualified archaeologist/paleontologist.</i>	
<i>ER 12.5. Soil Conservation and Transfer. Encourage the conservation of agricultural soils by requiring, if feasible and warranted by expert opinion, the transfer of topsoil from agricultural land being developed for urban uses.</i>	<u>Level II - Consistent.</u> As described in Section 4.2, Agricultural Resources, the conversion of agricultural land and its soils to non-agricultural uses would be a significant and unmitigable impact. Transfer of soils would result in potentially significant air quality and noise impacts related to excavation and hauling; in addition, no especially suited or needed receiver site has been identified. Buildout of the TCSP would be primarily at-grade and would not require substantial hauling of soil for disposal.



Table 9-1
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General Plan Policy	Discussion
<i>ER 12.11. Urban / Agricultural Buffer Zones. Ensure adequate buffers between residential and agricultural uses, such as open space, recreational facilities, utility easements, windrows, and parking areas. Adequate fencing should be provided around agricultural areas to prevent vandalism.</i>	<u>Level II - Consistent.</u> As described in Section 2.0, Project Description, the TCSP would include buffer zones. A 7.4-acre public park would be located east of Patterson Road between the TCSP and agricultural uses. Interim buffers, as required by Mitigation Measure AG-2, would reduce conflicts between proposed residential uses and existing agricultural uses within the TCSP area.
<i>ER 14.1. Incorporate Ventura County AQMP Mitigations. Incorporate construction and operation mitigation measures recommended or required by the current Ventura County Air Quality Management Plan (AQMP) when preparing CEQA reviews, as appropriate.</i>	Level II - Consistent. As described in Section 4.3, Air Quality, mitigation measures consistent with this policy would be required for development within the TCSP and nine parcels proposed for Annexation.
<i>ER 14.2. Transportation Demand Management (TDM). Employ best traffic management practices such as bus turnouts and traffic signal synchronization in order to reduce traffic-related air emissions impacts; require commercial developers to improve public transit service between residential and employment uses or shopping centers, bike lanes and protected bicycle parking areas, and other project features that would reduce the need for automobile trips related to the development; and require Transportation Management Associations (TMA) for projects that may have adverse air quality impacts related to mobile sources and contributions to off-site TDM funds to reduce residual impacts that cannot be mitigated on a project-specific basis.</i>	<u>Level II - Consistent.</u> The transit oriented development of the Urban Village would reduce air quality impacts by creating a community that would be accessed by pedestrians and would be in close proximity to alternative modes of transportation, such as buses. Enhanced bus facilities on Ventura Road are included in the proposed plan. This would include multiple bus pull-out locations and bus shelters on southbound and northbound lanes of Ventura Road, which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options. See Section 4.3, Air Quality for Mitigation Measure AQ-2(a) which requires payment of fees to a TDM, as well as Section 4.13, Transportation and Traffic, which includes mitigation measures to improve intersection and roadway operations, reducing traffic and, therefore, emissions, at intersections.
<i>ER 14.3. Reducing Carbon Monoxide Exposure at Congested Intersections. Require mitigation measures that consider prohibiting the construction of residences or buildings lacking ventilation systems at congested intersections with the potential for excessive Carbon Monoxide “hot spot” exposure to sensitive receptors.</i>	<u>Level II - Consistent.</u> See Section 4.3, Air Quality for discussion of Carbon Monoxide “hot spot” risks. It was determined that future traffic combined with project traffic would not cause an exceedance of either the state or federal CO standards in 2020 or 2025 and project-related CO impacts would be less than significant.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>ER 14.4. Emission Control Devices. Require all construction equipment to be maintained and tuned to meet appropriate EPA, CARB, and VCAPCD emissions requirements and when new emission control devices or operational modifications are found to be effective, such devices or operational modifications are required on construction equipment.</i>	<u>Level II - Consistent.</u> See Section 4.3, Air Quality for requirements related to construction equipment, which ensure consistency with this policy.
<i>ER 14.5. Reducing Construction Impacts during Smog Season. Require that the construction period be lengthened to minimize the number of vehicles and equipment operating at the same time during smog season (May through October).</i>	<u>Level II - Consistent.</u> See Section 4.3, Air Quality, which includes the requirement that the construction period be lengthened in Mitigation Measure AQ-1(b).
<i>ER 14.6. Minimizing Dust and Air Emissions through Permitting Requirements. Continue to require mitigation measures as a condition of obtaining building or use permits to minimize dust and air emissions impacts from construction.</i>	<u>Level II - Consistent.</u> Mitigation measures consistent with this policy are included in the EIR in Section 4.3, Air Quality, mitigation measures AQ-1(a and b), which require dust control measures and construction equipment controls in accordance with VCAPCD requirements.
<i>ER 14.7. Mitigation Monitoring. Ensure that projects with identified air quality impacts in their respective EIRs are subject to effective mitigation monitoring as required by AB 3180.</i>	<u>Level II - Consistent.</u> The Mitigation Monitoring Program includes specific details on how each mitigation measure is monitored, including those related to air emissions in compliance with CEQA Guidelines 7.15097.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>ER 14.12. Use VCAPCD Air Quality Assessment Guidelines. Use the VCAPCD Air Quality Assessment Guidelines and recommended analytical tools for determining and mitigating project air quality impacts and related thresholds of significance for use in environmental documents. The City shall continue to cooperate with the VCAPCD in the review of development proposals.</i>	<u>Level II - Consistent.</u> See Section 4.3, Air Quality for discussion of the TCSP's consistency with the VCAPCD Air Quality Assessment Guidelines. This EIR determined that operational emissions related to air quality would be significant and unmitigable based on these guidelines. All project developers would be required to use the guidelines for specific project development within the TCSP and nine parcels proposed for annexation.

SAFETY & HAZARDS

<i>SH 1.1. Minimize Liquefaction Risk. Ensure that structures for human occupancy are only constructed or placed on a potential liquefaction site if the approved geological report shows that an acceptable hazard risk would be created and/or required mitigation measures are met.</i>	<u>Level II - Consistent.</u> Mitigation consistent with this policy is included in Section 4.5, Geology and Soils. Impact GEO-2 discusses liquefaction and Mitigation Measure GEO-2 would ensure that liquefaction risk would be minimized.
<i>SH 1.2. Minimize Subsidence Trends. Avoid increases in the level of groundwater extraction as a method for meeting new water demands if the extraction leads to subsidence, or unless a comprehensive reinjection program is approved and implemented to offset extractions.</i>	<u>Level II - Consistent.</u> Mitigation consistent with this policy is included in Section 4.5, Geology and Soils. Mitigation Measure GEO-2 would ensure that subsidence risk would be minimized. Furthermore, the proposed project would be water neutral and would not require increased groundwater extraction to meet new water demands.
<i>SH 1.8. Mitigating Seismic Hazards. Where necessary, utilize the expert mitigation measures such as those identified in Special publication 117: Guidelines for Analyzing and Mitigating Seismic Hazards in California (prepared by the Southern California Earthquake Center) to minimize risk associated with seismic activity.</i>	<u>Level II - Consistent.</u> As discussed in Section 4.5, Geology and Soils, mandatory compliance with applicable City of Oxnard and California Building Code requirements would mitigate seismic hazards to a less than significant level.

Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>SH 5.4. Older Neighborhood Noise Mitigation. Develop a noise research and mitigation program for any area where traffic generated noise is significant and exceeds or is likely to exceed acceptable thresholds.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.
<i>SH 5.6. Compatibility with Oxnard Airport. Work with the Oxnard Airport in revising flight paths to minimize flyovers of residential areas, especially "touch and go" pattern flying at low altitude and at relatively high frequency.</i>	<u>Level II - Consistent.</u> Prior to making a decision on the proposed project, the City of Oxnard must refer the proposed project to the ALUC for review and comment. The ALUC would then review the project for consistency with the Airport Comprehensive Land Use Plan, including the policies and standards discussed above. The City must consider the comments of the ALUC prior to making a decision on adoption of the Specific Plan. Mitigation measures HAZ-5(a-c) would also ensure consistency with airport safety through requirements such as limiting the density of new land uses.
<i>SH 6.1. Construction Noise Control. Provide best practices guidelines to developers for reducing potential noise impacts on surrounding land uses.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant for surrounding land uses.
<i>SH 6.2. Limiting Construction Activities. Continue to limit construction activities to the hours of 7 am to 7 pm, Monday through Saturday. No construction shall occur after hours, on Sundays, or national holidays without permission from the City.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, construction hours would be limited to 7am to 6pm Monday through Saturday.
<i>SH 6.3. Buffering of Sensitive Receptors. Require noise buffering and/or other construction treatments in development located near major streets, highways, the airport, rail road tracks, or other significant noise sources as recommended by a noise analysis.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>SH 6.4. New Development Noise Compatibility. Require that proposed development projects not generate more noise than that classified as "satisfactory" based on CEQA Thresholds of significance on nearby property.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant and the proposed project would not generate noise that exceeds significant thresholds on any nearby properties.
<i>SH 6.5. Land Use Compatibility with Noise. Encourage non-noise sensitive land uses to locate in areas that are permanently committed to noise producing land uses, such as transportation corridors and industrial zones.</i>	<u>Level II - Consistent.</u> The additional nine parcels proposed for Annexation south of Teal Club Road are designated for Airport Compatible land uses, as shown on the Oxnard 2030 General Plan land use map and would be developed with light industrial uses, which are compatible with the noise levels generated by the Oxnard Airport. As discussed in Impact LU-3, industrial development would not impact nearby residences.
<i>SH 6.7. Peak Noise Evaluation Along Truck Routes. Evaluate peak event noise impacts for existing and proposed development along existing or proposed designated truck routes and require feasible and appropriate mitigations for project subject to discretionary review and approval.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. No truck routes are located adjacent to the project area. However, Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.
<i>SH 6.9. Minimize Noise Exposure to Sensitive Receptors. Prohibit the development of new commercial, industrial, or other noise generating land uses adjacent to existing residential uses, and other sensitive noise receptors such as schools, child and daycare facilities, health care facilities, libraries, and churches if noise levels are expected to exceed 70 dBA.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis. No residential uses or other sensitive noise receptors such as schools, child and daycare facilities, health care facilities, libraries, or churches would be exposed to noise levels exceeding 70 dBA as a result of the proposed project.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>SH 6.12. Development Near Railroads and Oxnard Airport. Require that new habitable structures be setback at least 85 feet from the nearest railroad track measured from the edge of the outermost railroad track, and only compatible new development is located within the Oxnard Airport 65 dBA CNEL contour.</i>	<u>Level II - Consistent.</u> Prior to making a final decision on the TCSP project, the City of Oxnard will refer it to the ALUC for a consistency review with the Airport Land Use Plan. Only a small portion of the TCSP area is within the 65 dBA CNEL contour and it would not contain residences or other incompatible land uses. The nine parcels proposed for Annexation consist of land that is within the 65 dBA CNEL contour; however, this land would be zoned for light industrial uses, which are compatible. Mitigation measures HAZ-5(a-c) would also ensure consistency with airport safety and noise regulations.
<i>SH 6.13. Noise Acceptable for Open Windows and Patios. Continue to require noise analysis of proposed development projects as part of the environmental review process and the require mitigation measures to reduce noise impacts to acceptable levels within outside activity areas and within residential structures without relying on mechanical ventilation, if feasible.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.
<i>SH-7.12 Hazardous Materials Studies. Ensure that the proponents of new development projects address hazardous materials concerns through the preparation of phase 1 or phase 2 hazardous materials studies for each identified site as part of the design phase for each project. Recommendations required to satisfy federal or State cleanup standards outlined in the studies will be implemented as part of the construction phase for each project.</i>	<u>Level II - Consistent.</u> Mitigation Measure HAZ-3 requires adherence to recommendations made in the Phase 1 for the TCSP and nine parcels proposed for Annexation. This would require removal and recompaction of soil, as well as continued monitoring and appropriate remediation of potentially contaminated soil.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>SH 9.1. Airport Land Use Compatibility Plans. Require development around the Oxnard and Camarillo Airports to be consistent with the safety policies and land use compatibility guidelines contained within the Ventura County Airport Land Use plan.</i>	<u>Level II - Consistent.</u> The additional nine parcels proposed for Annexation south of Teal Club Road are designated for Airport Compatible land uses, as shown on the Oxnard 2030 General Plan land use map. Upon Annexation, the additional nine parcels proposed for annexation south of Teal Club Road would be rezoned Light Manufacturing (M-1) by the City of Oxnard and would be compatible. Mitigation measures HAZ-5(a-c) would also ensure consistency with airport safety and noise regulations for the entire project area.
<i>SH 9.2. Compliance with FAA Regulations. Ensure development within the airport approach and departure zones are in compliance with applicable Federal Aviation Administration regulations that address objects affecting navigable airspace.</i>	<u>Level II - Consistent.</u> The additional nine parcels proposed for Annexation south of Teal Club Road are designated for Airport Compatible land uses, as shown on the Oxnard 2030 General Plan land use map. Upon Annexation, the additional nine parcels proposed for annexation south of Teal Club Road would be rezoned Light Manufacturing (M-1) by the City of Oxnard. Development on the parcels would be reviewed to ensure compliance with the FAA regulations at the time such development is proposed. Mitigation measures HAZ-5(a-c) would also ensure consistency with airport safety and noise regulations for the entire project area through requirements including notification of the FAA.

HOUSING

<i>Housing Element Policy-2.2 Balanced Opportunities. Provide opportunities to the private and public sector for the production of housing that meets the needs of special needs-, extremely low-, very low-, low-, moderate, and above moderate-income housing to achieve a balanced community.</i>	<u>Level II - Consistent.</u> The TCSP envisions development of up to 990 residential dwelling units in a variety of densities and product types including both market-rate and affordable housing (15% affordable). In addition to single-family residential units, the TCSP includes single-family courtyard homes, single-family townhomes and multi-family condominiums and apartments (Section 2.0, Project Description).
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APPENDIX 1

LANDSCAPE PALETTE

The objective of the landscaping palette is to provide a clear definition and identity to the Teal club Specific Plan area. The primary perimeter streets and the internal collector streets are intended to have landscape palettes that encourage pedestrian and cyclist activity in a safe, visible and aesthetically pleasing environment. The landscape within the individual neighborhoods of the Specific Plan shall be designed with the goal of creating individual identity and visual quality consistent with the quality of architecture and building materials within the neighborhood.

The attached list of plant materials is included as an Appendix in order to provide flexibility in modification by the City of Oxnard departments responsible for selection of plant materials. As best practices and governmental policies related to landscape planting and maintenance are periodically revised, the Appendix Plant Palette may also be revised as approved by the Director of Community Development.

The list of plant materials specified herein is intended to serve as a guide during preparation of formal landscaping plans. While exact plant species is not required, the use of plant species not listed in the appendix must be proven to have comparable drought tolerances and aesthetic quality, and must not be invasive. Locations and acceptable sizes are listed for significant locations. Where a location is not listed, similar planting palettes shall be required.

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Teal Club Specific Plan

Street Trees		
Ventura Road 36" box size Median 24" box size (minimum)	Cinnamomum camphora (new) Pinus canariensis	Camphor Canary Island Pine
Patterson Road 36" box size <i>Median</i> 24" box size (minimum)	Platanus x 'Bloodgood' (match existing) Pinus canariensis Tipuanua tipu	London Plane Canary Island Pine Tipu Tree
Doris Avenue 36" box size <i>Median</i> 24" box size (minimum)	Cupaniopsis anacardioides (match existing) Pinus canariensis Magnolia g. 'St. Mary'	Carrot Wood Canary Island Pine Southern Magnolia
Teal Club Road 36" box size no median in Teal Club Road	Cinnamomum camphora (new)	Camphor

Street Trees (cont.)		
Beverly Drive 36" box size Entry at Ventura Road	Cinnamomum camphora	Camphor
	Metrocideros excelsa	New Zealand Christmas Tree
	Washingtonia robusta	Mexican Fan Palm-matching heights
Coronado Place 36" box size	Koelreuteria paniculata	Goldenrain Tree
Round-About 24" box size (minimum)	Olea europaea 'Swan Hill'	Fruitless Olive
	Metrocideros excelsa	New Zealand Christmas Tree
	Washingtonia robusta	Mexican Fan Palm-matching heights
Retail and Commercial Mixed-Use		
Primary Trees <i>Dominant trees - minimum 70% of total trees 24" box minimum size</i>	Cinnamomum camphora	Camphor Tree
	Koelreuteria paniculata	Goldenrain Tree
	Pinus canariensis	Canary Island Pine
	Pistacia chinensis	Chinese Pistache
	Quercus wislizenii	Interior Live Oak
	Ulmus parvifolia 'Drake'	Evergreen Elm
Secondary Trees <i>Background trees 24" box minimum size</i>	Cupaniopsis anacardioides	Carrot Wood
	Liquidamber s. 'Festival'	American Sweet Gum
	Pinus eldarica	Afghan Pine
	Podocarpus gracilior	Fern Pine
	Prunus caroliniana	Carolina Laurel Cherry
	Pyrus calleryana	Evergreen Pear
Accent Trees <i>At visual focal areas 24" box minimum size</i>	Cercis occidentalis	Western Redbud
	Lagerstroenia indica	Crape Myrtle
	Olea europaea "Swan Hill"	Fruitless Olive
	Pyrus calleryana	Flowering Pear

Single Family Residential		
Primary Trees <i>Dominant tree - minimum</i> <i>70% of total</i> <i>24" box minimum size</i>	Arbutus 'Marina' Celtis sinensis Cinnaomoum camphora Koelreuteria paniculata Pinus canariensis Pinus pinea Pistacia chinensis Platanus a. 'Bloodgood' Rhus lancea Ulmus parvifolia 'Drake'	Strawberry Tree Chinese Hackberry Camphor Tree Goldenrain Tree Canary Island Pine Italian Stone Pine Chinese Pistache London Plane Tree African Sumac Evergreen Elm
Secondary Trees <i>Background trees</i> <i>24" box minimum</i>	Fraxinus o. 'Raywood' Liquidamber s. 'Festival' Liriodendron tulipifera Magnolia grandiflora Pinus eldarica Pinus halepensis Prunus caroliniana Pyrus calleryana Sequoia s. 'Soquel'	Raywood Ash American Sweet Gum Tulip Tree Southern Magnolia Afghan Pine Aleppo Pine Carolina Laurel Cherry Flowering Pear Coast Redwood
Accent Trees <i>At visual focal areas</i> <i>24" box minimum</i>	Cercis occidentalis Lagerstroenia indica Olea europaea 'Swan Hill' Prunus c. 'Krauter Vesuvius' Pyrus calleryana	Western Redbud Crape Myrtle Fruitless Olive Purple-Leaf Plum Flowering Pear

Business Research Park		
Primary Trees <i>Dominant tree - minimum</i> <i>70% of total</i> <i>24" box minimum size</i>	Arbutus 'Marina' Cedrus deodara Cinnaomoum camphora Koelreuteria paniculata Pinus eldarica Pistacia chinensis Rhus lancea Ulmus parvifolia 'Drake'	Strawberry Tree Deodar Cedar Camphor Tree Goldenrain Tree Afghan Pine Chinese Pistache African Sumac Evergreen Elm
Secondary Street Trees <i>Background trees</i> <i>24" box minimum size</i>	Cupaniopsis anacardioides Fraxinus o. 'Raywood' Liquidamber s. 'Festival' Liriodendron tulipifera Pinus halepensis Podocarpus gracilior Prunus caroliniana Pyrus calleryana	Carrot Wood Raywood Ash American Sweet Gum Tulip Tree Aleppo Pine Fern Pine Carolina Laurel Cherry Flowering Pear
Accent Trees <i>At visual focal areas</i> <i>24" box minimum size</i>	Cercis occidentalis Lagerstroenia indica Olea europaea 'Swan Hill' Pyrus calleryana	Western Redbud Crape Myrtle Fruitless Olive Flowering Pear

Parks, Greenbelts and Open Space		
Trees 70% 24" box 30% 15 gallon	Arbutus 'Marina' Cedrus deodara Cercis occidentalis Cinnamomum camphora Koelreuteria paniculata Lagerstroenia indica Liquidamber s. 'Festival' Liriodendron tulipifera Pinus canariensis Pinus eldarica Pinus pinea Pistacia chinensis Platanus x a. 'Bloodgood' Platanus racemosa Prunus caroliniana Pyrus calleryana Rhus lancea Ulmus parvifolia 'Drake'	Strawberry Tree Deodar Cedar Western Redbud Camphor Tree Goldenrain Tree Crape Myrtle American Sweet Gum Tulip Tree Canary Island Pine Afghan Pine Italian Stone Pine Chinese Pistache London Plane Tree Western Sycamore Carolina Laurel Cherry Evergreen Pear African Sumac Evergreen Elm
Shrubs - All Developed Areas		
Large Shrubs 5' + tall 1 gallon minimum size	Abelia "Edward Goucher" Baccharis sp. Calyccanthus occidentalis Camellia japonica Ceanothus species Cotoneaster lacteus Dodonaea viscosa Escallonia fradesii Fiejoa sellowiana Ilex cornuta Juniperus chinensis	Glossy Abelia Coyote Bush Spice Bush Japanese Camellia California Lilac Cotoneaster Hopseed Bush Escallonia Pineapple Guava Chinese Holly Juniper

Shrubs - All Developed Areas (cont.)		
Large Shrubs 5' + tall 1 gallon minimum size	Ligustrum texanum Nerium oleander Photinia fraserii Pittosporum tobira Podocarpus macrophyllus Prunus laurocerasus Pyracantha 'Santa Cruz' Rhamnis californica Rhamnus ilicifolia Viburnum "Spring Bouquet" Xylosma congestum	Texas Privet Oleander Red-tip Photinia Mock Orange Yew Pine English Laurel Fire Thorn Coffeeberry Hollyleaf Redberry Viburnum Shiny Xylosma
Medium Shrubs 3' – 5' tall 1 gallon minimum size	Agave species Azalea species Berberis thunbergii Bougainvillea species Buxus japonica Callistemon 'Little John' Camellia sasanqua Ceanothus sp. Cistus sp. Dietes bicolor Grevillia noelii Nandina domestica Nerium oleander (dwarf var.) Pennisetum rubrum Raphiolepis indica sp. Rose sp. Salvia species	Agave Southern Azalea Japanese Barberry Bougainvillea Boxwood Dwarf Bottlebrush Sasanqua Camellia California Lilac Rock Rose Butterfly Iris Grevillea Heavenly bamboo Dwarf Oleander Red Fountain Grass India Hawthorn Rose Sage
Small Shrubs 1' – 3' tall 1 gallon minimum size	Agapanthus africanus Artemesia sp. Baccharis "Pigeon Point" Ceanothus sp. Cotoneaster dammeri Hemerocallis hybrid Heuchera sanguinea Juniperus horizontalis Lantana montevidensis Lavendula spp. Liriope gigantea	Lily of the Nile Artemesia Dwarf Coyote Bush Dwarf Ceanothus Bearberry Cotoneaster Evergreen Daylily Coral Bells Juniper Lantana Lavender Liriope

Shrubs (cont.)		
Small Shrubs <i>1' – 3' tall</i> <i>1 gallon minimum size</i>	Lupinus albifrons Mahonia aquifolium “Compacta” Nandina “Harbor Dwarf” Pittosporum t. “Wheeler’s Dwarf” Raphiolepis i. “Clara” Rosemarinus prostratus Salvia gregii Santolina rosmarinifolia Zauschneria canum	Bush Lupine Dwarf Oregon Grape Dwarf Heavenly Bamboo Dwarf Mock Orange India Hawthorn Dwarf Rosemary Salvia Santolina California Fuchsia
Groundcover and Perennials		
<i>1 gallon minimum size or flatted rooted cuttings</i>	Arctostaphylos sp. Baccharis “Twin Peaks” Coprosma “Verde Vista” Gazania sp. Hypericum calycinum Iris douglasiana Juniperus confeta Myoporum pacificum Trachelospermum jasminoides	Dwarf Mazanita Dwarf Coyote Brush Coprosma Gazania St. Johns Wort California Iris Shore Juniper Myoporum Star Jasmine
Vines		
<i>1 gallon minimum size</i>	Campsis radicans Clytostoma sp. Ficus pumila Lonicera japonica Parthenocissus quinquefolia Parthenocissus tricuspidata Rosa sp. Wisteria sinensis	Blood-Red Trumpet Vine Violet Trumpet Vine Creeping Fig Japanese Honeysuckle Virginia Creeper Boston Ivy Climbing Rose Wisteria
Turf		
<i>Seeded or sodded – no turf areas less than 8' wide</i>	Water conserving tall-type fescue mix	

Specialty Landscape Areas: Vegetated Drainage Areas:

Vegetated swales slowly convey runoff flow to downstream discharge points and will be planted with species adapted to seasonal inundation and extended periods of dry conditions. The following plant list does not include proposed trees and shrubs for the perched areas in the swales as illustrated in the sections.

Water Quality Basins 15 gal. min.	Aesculus californica Heteromeles arbutifolia Juglans californica Populus fremontii Platanus racemosa Prunus ilicifolia Quercus agrifolia Quercus berberidifolia Quercus wislizenii	California Buckeye Toyon Black Walnut Fremont Cottonwood Western Sycamore Holly-leaved Cherry California Live Oak Interior Scrub Oak Interior Live Oak
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ATTACHMENT C

DEVELOPMENT AGREEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attention: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made in Ventura County, California as of _____, 2024, by and between the City of Oxnard, a municipal corporation of the State of California (the “**City**”) on the one hand, and F. Robert Borchard and Joann M. Borchard, Trustees of the Robert and Joan Borchard 2006 Revocable Family Trust u/d/t dated November 27, 2006, as to an undivided 9,458.5/300,000 interest; Joseph Eugene Borchard and Janice Loree Borchard, Trustees of the Borchard Family 2024 Revocable Trust dated February 23, 2024, as to an undivided 9,458.5/300,000 interest; Paul E. Borchard, a married man, as his sole and separate property as to an undivided 132,033/3,000,000 interest; Frances Joan Henson, as Trustee of the T & J Henson Family Trust under Declaration of Trust dated September 19, 2006 as to an undivided 132,033/3,000,000 interest; Gerald J. F. Anderson and Margaret M. Anderson, Trustees of The Anderson Family Trust Agreement, dated August 25, 1998, as to an undivided 132,033/3,000,000 interest; Jeffrey C. Douglas and Mary Patricia Douglas, as Trustees of the J & P Douglas Family Trust dated December 3, 1998 as to an undivided 20,000/300,000 interest; Windwen Lands, LLC, a California limited liability company, as to an undivided 50,000/300,000 interest; Ian Alexander Bierig, an unmarried man, as to an undivided 7,770.75/300,000 interest and Nicole Elizabeth Bierig Jordan, formerly known as Nicole E. Bierig, Trustee of the Nicole E. Bierig Trust dated June 8, 2016 as to an undivided 7,770.75/300,000 interest; F. Robert Borchard and Joann M. Borchard, Trustees of The Robert and Joann Borchard 2006 Revocable Family Trust dated November 27, 2006, as to an undivided 15,541.5/300,000 interest; Kevin P. Dempsey and Elizabeth A. Dempsey, as Trustees or Successor in Trust under Trust Agreement dated December 15, 1992, known as the "Dempsey 1992 Trust" as to an undivided 20,000/300,000 interest; Richard Devericks and Ellen Devericks, as Co-Trustees of the Devericks 1994 Revocable Family Trust under Declaration of Trust dated December 14, 1994, as to an undivided 20,000/300,000 interest; Edward D. Myers and Jeanne M. Myers, as Co-Trustees of the Edward and Jeanne Myers 1999 Family Trust under Declaration of Trust dated October 28, 1999 as to an undivided 20,000/300,000 interest; Ellen C. Devericks and Richard B. Devericks, Trustees of the Devericks 1994 Revocable Family Trust dated December 14, 1994, as to an undivided 5,000/300,000 interest; Jeanne M.

Myers and Edward Myers, Trustees of the 1999 Meyers Family Trust dated October 28, 1999 as to an undivided 5,000/300,000 interest; Elizabeth A. Dempsey and Kevin Dempsey, Trustees of the Dempsey 1992 Trust dated December 15, 1992 as to an undivided 5,000/300,000 interest; Jeffrey C. Douglas and Mary Patricia Douglas, Trustees of the J & P Douglas Family Trust dated December 4, 1998 as to an undivided 5,000/300,000 interest; and Joan Henson, a married woman, as her sole and separate property, as to an undivided one-third (1/3) interest of an undivided 603,901/3,000,000 interest; Margaret M. Anderson, a married woman, as her sole and separate property, as to an undivided one-third (1/3) interest of an undivided 603,901/3,000,000 interest; Paul Borchard, a married man, as his sole and separate property, as to an undivided one-third (1/3) interest of to an undivided 603,901/3,000,000 interest, on the other hand (collectively the “Developer”).

RECITALS

A. The City is authorized pursuant to Government Code Sections 65864 through 65869.5 and City Council Resolution No. 10,448 to enter into binding development agreements with persons or entities owning legal or equitable interests in real property located within the City.

B. Developer is the owner of that certain real property in the City of Oxnard, County of Ventura (the “County”) more particularly described on Exhibit A and depicted on Exhibit A-1 which are attached hereto and incorporated herein by this reference (the “Property”).

C. The Property is part of a larger tract of land, bounded by Ventura Road on the east, Teal Club Road on the south, Patterson Road on the west and Doris Avenue on the north and which is the subject of the Teal Club Specific Plan being approved by the City concurrently with this Agreement (the “Teal Club Specific Plan Property”). The Teal Club Specific Plan Property is more particularly described on Exhibit B and depicted on Exhibit B-1 attached hereto.

D. The Property comprises all of the real property within Phase 1 of the Teal Club Specific Plan project. The remainder of the Teal Club Specific Plan Property comprises Phase 2 of the Teal Club Specific Plan project.

E. The City and the Developer each desire to enter into this Agreement affecting the Property in conformance with Government Code Section 65864 *et seq.* in order to achieve the mutually beneficial development of the Property in accordance with this Agreement.

F. The development project which the Developer seeks to develop on the Property will consist of single-family and multi-family residential units (including affordable housing), parks and open space, and neighborhood serving commercial uses (collectively, the “Project”), all in accordance with the Teal Club Specific Plan (the “Specific Plan”) adopted by the City Council of the City (the “City Council”) on _____, 20__. In conjunction with the approval of the Specific Plan, the _____ certified an environmental impact report (the “EIR”) for the Project on _____, 20__.

G. The City and the Developer each mutually desire to obtain the binding agreement of one another to permit and ensure that the Property is developed strictly in accordance with the provisions of this Agreement.

H. This Agreement will benefit the Developer and the City by eliminating uncertainty in planning and providing for the orderly development of the Project (as that term is defined below). Specifically, this Agreement (1) eliminates uncertainty about the validity of exactions to be imposed by the City, (2) allows installation of necessary improvements that benefit the Project, the City and the region, (3) provides for public services and infrastructure appropriate to the development of the Property, (4) provides for the construction of needed affordable housing and market-rate housing, (5) provides for local buyer and local hire preferences, (6) provides for the payment of the Farmland Mitigation Fee for the construction of affordable housing within the City's corporate boundaries that is targeted to farm workers; and (7) generally serves the public interest within the City and the surrounding region.

I. The Planning Commission of the City (the "**Planning Commission**") and City Council have each given notice of their intention to consider this Agreement, have each conducted public hearings thereon pursuant to the relevant provisions of the Government Code, and have each found that the provisions of this Agreement are consistent with the City's 2030 General Plan for development within the City (the "**General Plan**"), City zoning ordinances, and the Specific Plan. The City Council has also specifically considered the impacts and benefits of the Project upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Agreement is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.

J. On _____, 20____, the Planning Commission held a duly noticed public hearing wherein the Planning Commission [*recommended approval/did not recommend approval*] of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Developer agree as follows:

1. Definitions.

1.1 "Affordable" shall be defined as set forth in and shall be understood to mean the maximum amount that may be charged for the Affordable Unit at issue based upon the requirements set provided by Health and Safety Code Section 50053 (for rental units), including, if applicable, the elective increase permitted for affordable rents under Health and Safety Code Section 50053(b)(3).

1.2 "Affordable Units" shall mean and refer to the rental units to be located in PA 5 or PA 6 that will be restricted to rental at an Affordable cost for a period of fifty-five years following the issuance of a certificate of occupancy for those units as further provided in Section 8 below.

1.3 "Applicable Rules" means the rules, regulations and official policies of the City which were in force as of the Effective Date (as defined below), including, but not limited to, the General Plan, the Specific Plan (as defined below), City zoning ordinances and other

entitlements, subdivision regulations, density, growth management, environmental consideration, and design criteria applicable to the Project. Applicable Rules shall not include building standards adopted by the City pursuant to Health and Safety Code Section 17922 and 17958.5.

1.4 “City Council” shall mean the City Council of the City.

1.5 “City Manager” shall mean the City Manager of the City.

1.6 “Discretionary Actions” and “Discretionary Approvals” means those actions and approvals which require the exercise of judgment, or imposition of a condition or obligation, by any officer, employee, review board, commission or department of the City. Discretionary Actions and Discretionary Approvals are distinguished from activities, permits or approvals which merely require any officer, employee, review board, commission or department of the City to determine whether or not there has been compliance with the Applicable Rules, including any applicable statutes, ordinances, regulations or conditions of approval.

1.7 “Dwelling Unit” shall mean a place in the Project that is legally available to be the permanent abode of a person or family including, but not limited to, a single-family dwelling, a single-family unit in a two-family unit, a single-family unit in a multi-family, townhome, or mixed use development, a density bonus unit, or a unit of a condominium project. Dwelling Unit shall not include and shall not be deemed to refer to an ADU on the same legal lot containing the main dwelling structure even though that ADU may have a separate keyed entry.

1.8 “Effective Date” means the date on which the ordinance approving this Agreement becomes operative under Government Code Section 36937.

1.9 “Financing District” means a community facilities district formed pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*), or any other similar special district or assessment district existing pursuant to state law for purposes of financing the cost of public improvements, facilities, services or public facilities within a distinct geographic area of the City.

1.10 “Low Income Household” means persons and families whose gross incomes do not exceed eighty percent (80%) of the area median income, adjusted for family size. For purposes of this Agreement, the qualifying limits shall be those limits for the County, as set forth in Title 25, California Code of Regulations, Section 6932, as that section may be amended, modified or recodified from time to time. If the California Code of Regulations is amended or modified during the term of this Agreement so that such regulations do not specify the area median income for the County, the City and Developer shall negotiate in good faith to determine an equivalent authoritative source which determines median income for the County.

1.11 “Periodic Review” shall have the meaning assigned to such term in Section 15(a).

1.12 “Planning Commission” shall mean the Planning Commission of the City.

1.13 “Project” shall mean that development on the Property (Phase I and all associated infrastructure) that is contemplated pursuant to the Specific Plan.

1.14 “Specific Plan” shall mean the Teal Club Specific Plan adopted by the City Council on _____, 20__.

1.15 “Subsequent Applicable Rules” means the rules, regulations and official policies of the City, including any change in, or addition to, the Applicable Rules, as they may be adopted and become effective or operative after the Effective Date which, other than as provided for in this Agreement, would otherwise govern the General Plan, City zoning ordinances, Specific Plan and other entitlements, development conditions and standards, public works standards, subdivision regulations, density, growth management, environmental considerations, grading requirements and design criteria applicable to the Project.

1.16 “Very Low Income Household” means persons and families whose gross incomes do not exceed fifty percent (50%) of the area median income, adjusted for family size. For purposes of this Agreement, the qualifying limits shall be those limits for the County, as set forth in Title 25, California Code of Regulations, Section 6932, as that section may be amended, modified or renumbered from time to time. If the California Code of Regulations is amended or modified during the term of this Agreement so that such regulations do not specify the area median income for the County, the City and Developer shall negotiate in good faith to determine an equivalent authoritative source which determines median income for the County.

2. Term of Agreement. This Agreement shall become operative and commence upon the Effective Date and shall remain in effect for a term of ten (10) years, unless the term is modified by mutual written consent of the City and the Developer. If, on or before the end of the term, Developer is in the process of developing the Property and has completed the construction of at least fifty percent (50%) of the Project (as demonstrated by the issuance of certificates of occupancy), then the Developer may submit a written request to the City Manager requesting an extension of the term of the Agreement. Such request shall include a summary of the specific development that has occurred on the Property and a projected schedule for the completion of the Project. Upon the Developer’s submission of the summary, along with any additional reasonable detail requested by the City Manager, the City Manager shall determine, in his or her good faith discretion, whether the term of the Agreement should be extended. Such determination shall be based upon the Developer’s good faith implementation of and compliance with the provisions of the Specific Plan and the Agreement, and the effect of such extension upon the fiscal welfare of the City. If the City Manager extends the Agreement, such extension shall be until the Project has been completed, but not to exceed an additional ten (10) years (the “**Ten Year Extension Period**”). Upon the expiration of the term, this Agreement shall be deemed terminated and have no further force and effect. Notwithstanding anything herein to the contrary, the term of this Agreement shall also be extended for any period that the Project is delayed due to “Force Majeure Events” (as defined in Section 22(i)); provided that (i) any extension of the term due to a Force Majeure Event shall be offset to the period of any Ten Year Extension Period so that the total period of the term will not exceed a cumulative twenty (20) year period, (ii) the period of extension due to a Force Majeure Event(s) shall not cumulatively exceed a total of three (3) years, and (ii) the period of any Force Majeure Extension shall be measured from the commencement of the cause for delay until the removal of that cause for delay so long as Developer notifies City of that

cause of delay within ninety (90) days after its commencement (and otherwise such period of delay shall be measured only from the date that City receives notice of that cause of delay after the expiration of that initial ninety (90) day period). In any event, Developer must notify City of the existence of such Force Majeure Event while the delay is occurring and if such Force Majeure Event is not raised while the delay is occurring, it may not subsequently be raised by Developer after the Force Majeure Event has ceased.

3. Vested Right to Develop the Project. The City hereby grants to the Developer the vested right to develop the Project to the extent and in the manner provided in this Agreement, subject only to the Applicable Rules and the provisions of this Agreement. Any change in the Applicable Rules adopted or becoming effective after the Effective Date shall not be applicable to or binding upon the Project or the Property. This Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under state law, the future exercise of the City's ability to regulate development of the Project.

(a) **No Conflicting Enactments.** Neither the City Council nor any agency of the City shall enact rules, regulations, ordinances or other measures which relate to the rate, timing, sequencing, density, intensity or configuration of the development of any part of the Project which is inconsistent or in conflict with this Agreement or the Applicable Rules. Future regulations may only be applied to the Project and Property if one of the following three conditions occurs:

i. After a duly noticed public hearing: (1) the City Council determines by substantial evidence that the failure to impose those future regulations would place residents of the City in a condition dangerous to their health or safety, which condition cannot be mitigated in a reasonable manner with respect to the development of the Project except through imposition of such future regulations; (2) such future regulations are applied consistently and evenly throughout the City; and (3) such temporary regulations are automatically repealed as to the Project once the emergency situation has ended either officially or through a determination made jointly by the City and Developer that the emergency situation triggering the temporary regulations no longer requires the imposition of such regulations, which favorable determination the City may not unreasonably withhold.

ii. In response to documented emergency situations, as properly declared by the President of the United States, the Governor of California, the Mayor of the City or the City Council, the City Council may adopt reasonable, temporary regulations affecting the Property, provided (1) the City Council determines by substantial evidence that the failure to impose those temporary regulations with respect to the Project would place residents of the City in a condition dangerous to their health or safety which cannot be otherwise reasonably mitigated except through the imposition of such temporary regulation; (2) such temporary regulations are applied consistently and evenly throughout the City; and (3) such temporary regulations are automatically repealed as to the Project once the emergency situation has ended either officially or through a determination made jointly by the City and Developer that the emergency situation triggering the temporary regulations no longer requires the imposition of such regulations, which favorable determination the City may not unreasonably withhold.

iii. After a duly noticed public hearing, the City Council determines by substantial evidence that the application to the Project of the future regulation(s) at issue is

mandated by a state or federal law enacted after the Effective Date, despite the Developer's vested right to develop the Project provided by this Agreement.

(b) Moratoria and Initiative Measures. The Developer and City intend that no moratorium or other limitation (whether relating to the rate, timing or sequence of the development of all or any part of the Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, certificates of occupancy or other entitlements shall apply to the Project to the extent such moratorium or other limitation is inconsistent or conflicts with this Agreement. Without limitation of the foregoing, because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the intent of the parties to this Agreement to cure that deficiency by acknowledging and providing that, subject to any infrastructure phasing requirements that may be required by the Specific Plan and subject to the express phasing requirements set forth in this Agreement, including with respect to the Affordable Units and the Phase 1 Park Space and HOA Recreation Area (as those terms are defined below), Developer shall have the right (without obligation) to develop the Property in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. City acknowledges that such a right is consistent with and reflects the intent, purpose and understanding of the parties to this Agreement.

(c) Cooperation. City agrees to cooperate with Developer in all reasonable manners in order to keep this Agreement in full force and effect. Notwithstanding the preceding sentence, in the event any legal action instituted by a third party or other government entity or official challenging the validity of this Agreement, the City and Developer agree to cooperate in defending such action, with the Developer to indemnify the City pursuant to Section 22 (m) of this Agreement. In the event of any litigation challenging the effectiveness of this Agreement or any portion thereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless a court of competent jurisdiction orders otherwise.

4. Development Impact Fees and Exactions.

(a) Transfer of Fee Credits. To the extent that Developer is entitled to utilize fee credits or reimbursements pursuant to the Applicable Rules ("**Fee Credits**"), the Fee Credits may be transferred by Developer to buyers or ground lessees of any portion of the Project, and upon written request by Developer, the City will provide written confirmation to any buyer or ground lessee of the Fee Credits which may be applied by the buyer or ground lessee. The City shall make no deductions from the Fee Credits except as specifically requested in writing by Developer in order to ensure that the Fee Credits are properly credited to parcels and developments in the Project for which such credits are specifically intended.

(b) Timing of Payment of Applicable Fees. City and Developer agree that notwithstanding anything to the contrary set forth in this Agreement or the Applicable Rules, except as expressly provided in Section 10 with respect to the Farmland Mitigation Fee and the Fire Capital Improvement Mitigation Fee, development impact fees applicable to the Project shall

not be required to be paid with the recordation of any final map but rather with the issuance of building permits.

(c) Construct of Phase 1 Park Space and Quimby Fees.

(i) As set forth in the Specific Plan, the Developer will be required to complete construction of an approximately five and one half (5.5) acre park space located within the Phase 1 Property in “turnkey” condition ready for use by the public and acceptance of same by the City, with the park and its amenities subject to reasonable approval by the City before construction begins (the “**Phase 1 Park Space**”). As set forth in the Specific Plan, the Phase 1 Park Space will be located adjacent to an additional recreational park area committed to the use of the residents of the Teal Club Specific Plan Property, which private recreation area will be approximately 1 acre in size (the “**HOA Recreation Area**”).

(ii) Upon acceptance, City shall grant full credit (“**Quimby Fee Credit**”) to Developer in an amount equal to the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the Phase 1 Park Space. The granting of such credit shall be subject to Developer providing all funding necessary for a mutually agreed upon third party consultant to verify all of the Developer costs used to obtain fee credits. Evidence of three bids shall be provided for all reimbursable work. All construction related to Quimby Fee Credit shall comply with applicable Prevailing Wage and Public Works Project contract requirements. Reimbursement calculation shall be consistent with methodology of the Master Planed Improvement Reimbursement Policy, Exhibit D. (iii) If Developer wishes to obtain the Quimby Fee Credit prior to the construction of the Phase 1 Park Space improvements, Developer shall fully bond for the cost of engineering and construction of those Phase 1 Park Space improvements and provide an irrevocable offer of dedication to the City for the Phase 1 Park Space parcel on which the Phase 1 Park Space is proposed to be located. With respect to any bonding by Developer as provided above, the Developer shall be entitled to a Quimby Fee Credit prior to construction of the Phase 1 Park Space, as applicable, equal to one-half of the value of the bond that was posted for the applicable improvements.

(iv) To the extent that, as of the time of issuance of building permits for any portion of the Project, adequate Quimby Fee Credits (including any credit issued based upon the posting of the bond as described above) do not exist to cover the applicable Quimby Fees, then the City shall not require the payment of Quimby Fees until the issuance of a certificate of occupancy for that portion of the Project. If, at the time of issuance of the certificates of occupancy, adequate Quimby Fee Credits still do not exist to cover the applicable Quimby Fees, then Developer shall pay the remaining balance of Quimby Fees then due to the City. At such time, if it occurs, that adequate Quimby Fee Credits have accrued to cover amounts previously paid by the Developer to the City for Quimby Fees, the City shall refund any excess Quimby Fees to the Developer. Notwithstanding any language in this Agreement to the contrary, the Developer is only authorized to use Quimby Fees Credits within the Project and will not be entitled to reimbursement for such Quimby Fee Credits if such credits are not utilized within the Project itself.

(e) Application of Reimbursement for Master Planned Infrastructure Improvements.

For infrastructure improvements which are eligible for reimbursement, Developer shall be reimbursed pursuant to City Resolution No. 10,272 of the City of Oxnard ("A Resolution of the City of Oxnard Establishing a Policy Concerning Credit In Lieu of Payment for Facilities Fees and Reimbursement for Construction of Planned Facilities for Drainage, Wastewater, Traffic Circulation and Water Systems") attached hereto as **Exhibit C** and the Development Services Department Master Planned Improvement Reimbursement Policy, dated July 6, 2010 and updated March 15, 2017 attached hereto as **Exhibit D** (collectively, the "Reimbursement Policy").

5. Project Infrastructure. Subject to the terms of this Agreement, the Developer shall construct at its sole cost and expense all infrastructure improvements specifically required for the Project, as specified by the Specific Plan ("Project Infrastructure") and mitigation measures under the EIR.

6. Development of the Project.

(a) Permitted Uses. The Developer agrees that the Project shall be developed in accordance with the Specific Plan.

(b) Development Standards. All development and design requirements and standards applicable to the Project shall conform to the Applicable Rules.

(c) Pre-Screening/Special Review of New Development in Project. City and Developer shall cooperate to utilize a pre-screening/special review process for new subdivisions and commercial developments located within the Project to ensure compliance with the Specific Plan and the associated Environmental Impact Report. Such pre-screening/special review shall occur prior to the issuance of building permits for construction of Dwelling Units and commercial structures. Review of an application through the pre-screening/special review process as provided by this subsection or the Specific Plan shall not be deemed to waive any of the Applicable Rules pertaining to review or approval of such application, including, but not limited to the requirement for any applicable public hearing. Developer authorizes the imposition of City fees necessary to cover the direct costs of such pre-screening/special review process. This process shall terminate upon the expiration of this Agreement or the issuance of the final certificate of occupancy for development within the Project, whichever occurs first.

(d) Expedited Processing. In addition, City and Developer shall cooperate, at Developer's sole cost and expense, to expedite the development design review process, the building plan review process, improvement plan review process, and if necessary, expedite the entitlement review process for developments to be located within the Project. Review of any application through any expedited process as provided by this subsection shall not be deemed to waive any of the Applicable Rules pertaining to review or approval of such application, including, but not limited to, any public hearing required in connection therewith. Any such process shall terminate upon the expiration or termination of this Agreement or the issuance of the final certificate of occupancy for development within the Project, whichever occurs first. In furtherance thereof, Developer and the City agree to comply with the following expedited processing requirements:

(i) If Developer chooses to utilize an expedited plan check process for the review of improvement plans and building plans for the Project, within two (2) weeks of written request by Developer, City shall determine whether the City will retain an outside consultant for review of the Developer's improvement plans and building plans. Such outside consultant or City staff shall be at the sole selection of City and shall be paid for at the sole cost and expense of Developer through the payment of an increased plan check fee set forth herein. If City elects to use an outside consultant, Developer may provide its input on which of the City's existing outside consultants Developer would prefer, but the final consultant selection will be in the sole discretion of the City. In addition, for expedited processing to occur and the expedited time frames to apply, the first submittal must be intake screening verified to be 100 percent complete, and all resubmittals must similarly be intake screening verified to include 100 percent complete. Prior to the City's commencement of any expedited plan check for an improvement plan or building plan, Developer shall pay to the City a fee equal to one hundred fifty percent (150%) of the then current plan review fee for review of an improvement or building plan ("**Expedited Plan Check Fee**").

(ii) Once a consultant is selected or City staff identified. City shall complete plan check review for improvement plans and building plans according to the following schedule:

First Plan Check for building permit submittals: City shall provide complete comments and markup within six (6) calendar weeks of submittal of a complete package.

First Plan Check for civil improvement plan submittals: City shall provide complete comments and markup within ten (10) calendar weeks of submittal of a complete package.

Second and Third Plan Checks for civil improvement plans and building permit submittals: City shall provide complete comments and markup within six (6) calendar weeks of submittal of a complete package that responds to all prior plan markups and comments.

Any subsequent Plan Checks for civil improvement plans and building permit submittals: City shall provide complete comments and markup within four (4) calendar weeks of submittal of a complete package that responds to all prior plan markups and comments.

Upon completion of plan check review, the City shall calculate and provide to Developer the final amount of permit fees incurred within ten (10) working days of plan set approval.

(e) Additional Plan Check Fees. Should City determine, in its reasonable discretion, that the Expedited Plan Check Fee will be insufficient to cover City's actual costs of utilizing City staff, retaining an outside consultant, or any combination thereof, in order to expedite the review process, City may increase the Expedited Plan Check Fee upon prior notice to Developer and delivery of a reasonably detailed explanation of the basis for the increased Expedited Plan Check Fee. If Developer fails to promptly deliver to City the increased Expedited Plan Check Fee documented by City, then City shall have no further obligation to expedite review as set forth herein. Developer shall have the right to terminate any expedited processing arrangement at any time upon not less than 30 days' notice. Upon completion, any remaining balance of the Expedited Plan Check Fee that has not been applied to expedited processing costs shall be returned to Developer.

(f) Rough Grading Prior to Recordation of the Final Maps. Subject to: (1) the City's receipt, review and approval of a grading plan for the Project or any portion thereof (the "**Grading Plan**"), geotechnical report and engineering geologic report for the Property; (2) the Developer's satisfaction of the City's bonding requirements; and (3) requirements for the issuance of a rough grading permit with respect to such Grading Plan, the City agrees to review the reports and the Grading Plan when submitted and issue a rough grading permit with respect to the Grading Plan subject to the Grading Plan's compliance with all Applicable Rules. The City agrees that the Grading Plan will be timely reviewed by the City, that a rough grading permit with respect to the Grading Plan may be issued, and that the Developer may rough grade the Property in accordance with the approved Grading Plan without the Developer first recording the final maps associated with the Project. The City reserves the right to condition the issuance of such rough grading permits upon the Developer implementing and maintaining reasonable and appropriate erosion control measures until sufficient work on the Property is completed to address erosion concerns.

(g) Compliance with Government Code Section 66473.7. Any tentative maps prepared for this Project or any portion thereof shall comply with Government Code Section 66473.7, to the extent that this code section is applicable to that tentative map.

(h) Subsequent Discretionary Action and Approval. The City agrees not to unreasonably withhold, condition or delay any Discretionary Action or Discretionary Approval or other action or approval by the City which may be required by the Project subsequent to the execution of this Agreement. Upon the filing of a complete application and payment of appropriate processing fees by Developer, the City shall promptly commence and diligently schedule and convene all required public hearings in an expeditious manner consistent with the law and process all Discretionary Actions and Discretionary Approvals in an expeditious manner.

(i) Pace of Development; Phasing. The Project area will be developed in various phases over the next several years. In order to accommodate the anticipated intermittent development patterns, all required circulation infrastructure and community improvements to accommodate each new development of the Specific Plan shall be completed prior to, or simultaneously with, individual projects and as required by the tentative tract map(s) and final map(s). Such tentative and final maps have not yet been submitted to the City and have not yet been approved by the City. The Specific Plan planning areas as described in the Specific Plan may be further divided into subareas to better reflect the anticipated development pattern and infrastructure improvement phasing, as long as such changes are consistent with the provisions of the approved tentative tract map(s) and final map(s). The Specific Plan phasing requirements present a plan of Project development based on an incremental installation of infrastructure improvements. The contemplated phasing recognizes that the Property is presently vacant with few infrastructure improvements. The City and Developer shall reasonably cooperate in implementing any changes or updates to any contemplated phasing of infrastructure improvements upon request by Developer, provided that any change in phasing shall continue to assure that adequate public facilities and services will be available for each new phase of development at the time that such improvements are placed into use.

(j) Public Services for Project. The City hereby acknowledges and agrees that when the infrastructure improvements called for by the Specific Plan have been completed, the

City will have sufficient capacity in its existing infrastructure, services and utility systems for: traffic circulation; water distribution, sewer collection, sewer treatment and sanitation service; water treatment, distribution and service; and drainage to accommodate the Project. To the extent that the City renders such services or provides the utilities referenced in this Section, the City hereby agrees to timely grant or issue such hookups or service to all development in the Project after payment of applicable fees/charges.

7. Financing District; Maintenance Allocation

(a) At Developer's request, City agrees, subject to all public hearing and other legal requirements, to process the formation of one or more Community Facilities Districts by the City (a "**Financing District**") to be formed over all or part of the Property; for the purpose of funding the construction and on-going operation and maintenance of (i) the Phase 1 Public Park, (ii) Sewer Lift Station, if City elects to have its maintenance funded by the Financing District rather than the Master Homeowner's Association, (iii) annual mitigation payments to the City for police and fire services provided to the Project ("**Annual Mitigation Payments**"), and (iv) may include public sidewalks, (v) non-HOA maintained landscaping, (vi) such other common facilities or services as Developer may request and City shall approve.

(b) The Developer acknowledges and agrees that it shall not seek the formation of a Financing District(s) if the total taxes and assessments – including the one percent property tax imposed pursuant to Proposition 13, any other existing property taxes and/or assessments, and the proposed assessments and/or taxes to be imposed by the Financing District(s)– exceed 1.8 percent of the assessed value. If one or more Financing Districts are formed, the City shall not be liable for the financial obligations of the Financing District or Financing Districts unless the City specifically agrees in writing to accept such liability.

(c) In connection with the Annual Mitigation Payments described above, (i) a portion of the annual assessments, in the initial amount of One Hundred and Sixty Four Thousand Dollars (\$164,000), as subsequently increased for an annual inflation adjustment to be provided for in the formation documents for the Financing District, shall be committed to annual payment to the City to mitigate the additional police service operating costs attributable to the Project (the "**Police Services Mitigation Payment**") and (ii) a portion of the annual assessments, in the initial amount of Four Hundred and Sixty Two Thousand Dollars (\$462,000), as subsequently increased for an annual inflation adjustment to be provided for in the formation documents for the Financing District, shall be committed to annual payment to the City to mitigate the additional fire protection service operating costs attributable to the Project (the "**Fire Services Mitigation Payment**").

(d) Without limitation of the provisions set forth below, City and Developer agree that, notwithstanding any language in this Agreement to the contrary, the obligations for the Developer (including its successors and assigns) to pay, through the assessments or special taxes of the Financing District, the annual Police Services Mitigation Payment and the annual Fire Services Mitigation Payment, shall survive the termination or expiration of this Agreement and shall continue for an additional fifty (50) year period provided that the residential improvements subject to such assessments remain in place on the Property.

(e) The annual Police Services Mitigation Payment and the annual Fire Services Mitigation Payment shall commence when the City issues the certificate of occupancy for the 300th market rate Dwelling Unit within the Project.

(f) On behalf of itself and its successors and assigns, Developer agrees that (unless otherwise approved by City acting in its sole discretion):

(i) Not to initiate, support in any way and/or seek to repeal any Financing District once it is formed; and

(ii) Not to initiate, support in any way and/or seek to reduce the amount of assessments and/or special taxes imposed by any Financing District once it is formed.

(g) Notwithstanding any language in this Agreement to the contrary, the obligation for the Developer (including its successors in interest and assigns) to pay and the Financing District to impose assessments or special taxes shall survive the termination or expiration of this Agreement and shall continue so long as the Financing District survives. In connection with the foregoing and in furtherance of the covenants set forth above, Developer shall include provisions in its CC&Rs for the Project providing that (A) the residents of the Project will remain subject to the covenants set forth in Subsections 7(b)(i) and (ii) above for a period of at least fifty (50) years after the recordation of those CC&Rs, (B) if, for any reason, a Financing District is terminated after its formation, then the Master HOA will be automatically required, without further notice from or action by the City, to assume all obligations of the terminated Financing District and to thereafter perform all responsibilities of the Financing District in the same manner as previously performed by the Financing District, and (C) such provision of the CC&Rs is not subject to modification or waiver without the written consent of the City.

8. Phasing for Affordable Housing within the Project

Because of the need for affordable housing in the City, and in consideration of the rights and benefits provided to Developer under the terms of this Agreement, the Developer declares, covenants and agrees, by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, that, for a period of fifty-five (55) years from the Effective Date, the Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the following covenants and restrictions:

(a) Fifteen percent (15%) of the total Dwelling Units constructed within the Project -- constituting a minimum of 108 units -- shall be Affordable to Very Low Income Households and Low Income Households, with forty percent of that fifteen percent (i.e., six percent) of such units Affordable to Very Low Income Households, and sixty percent of such fifteen percent (i.e., nine percent) of such units affordable to Low Income Households.

(b) These Affordable Dwelling Units shall be rental units and will be constructed in either PA 5 or PA 6, as the Developer may elect. These Affordable Dwelling Units will be constructed in accordance with the following phasing requirements:

(i) Before the City issues the certificate of occupancy for the 300th market rate Dwelling Unit within the Project, Developer must pull the building permit(s) for all of the required Affordable Dwelling Units in Planning Area 5 and/or 6.

(ii) Before the City issues a building permit for the 500th market rate Dwelling Unit within the Project, Developer must have obtained a certificate of occupancy for a minimum of 108 Affordable Dwelling Units in Planning Area 5 and/or 6.

(c) The Affordable Dwelling Units constructed pursuant to this section shall be developed without further required subsidy or assistance of any kind from the City, including any City subsidy provided as part of a tax credit financing of the affordable project; provided, that nothing in this language shall limit any density bonus rights (and rights of related incentives and/or waivers) of Developer which may apply under the terms of the Specific Plan or applicable law, as long as (i) the Developer goes through the necessary CEQA process for such additional units; and (ii) the Developer constructs additional Affordable Unit(s) equal to 15 percent of the additional market rate Dwelling Units constructed as a result of such density bonus.

9. Phasing and Maintenance of Public Park.

(a) The Developer will be required to complete construction of the Phase 1 Park Space and HOA Recreation Area to the City's issuance of a certificate of occupancy for the 300th market rate Dwelling Unit within the Project. The Phase 1 Park Space and HOA Recreation Area will be designed and constructed in a manner consistent with the plans approved by the City.

(b) The parties contemplate that a Financing District formed pursuant to the provisions of this Agreement and providing for delivery of services shall be responsible for the maintenance of the public park. If a Financing District is not formed before the Phase I Park Space is completed and accepted by the City, then the Master Homeowners Association or the Developer shall be responsible for the costs of maintenance of the park until such Financing District is in place and sufficient funds are available in the Financing District from assessments collected and distributed to the City to cover the costs.

(c) Prior to completion of the Phase 1 Park Space, Developer shall complete construction of those roadway improvements required to provide vehicular and ADA-compliant pedestrian traffic access to that phase of the park from both new and existing homes in the community.

10. Farmland Mitigation Fee and Fire Capital Improvement Mitigation Fee

(a) Farmland Mitigation Fee.

(i) Development of the Property will result in the loss of farmland. In consideration of the rights and benefits provided to Developer under this Agreement and the performance by City of its obligations hereunder in accordance with the terms of this Agreement, Developer agrees to pay the City the sum of Two Million Two Hundred Thousand Dollars (\$2,200,000) in mitigation of the loss of this farmland (the "**Farmland Mitigation Fee**"). Developer shall pay one-half of the Farmland Mitigation Fee upon an

issuance of a grading permit for any portion of the Property. After the issuance of the first grading permit, Developer shall pay the balance of the Farmland Mitigation Fee upon issuance of the first certificate of occupancy for any structure located on the Property.

(ii) The City shall use the Farmland Mitigation Fee for the construction of Affordable housing within the City's corporate boundaries that is devoted to occupancy by farm workers.

(iii) Starting on the second (2nd) year anniversary of the payment of the first one-half (1/2) of the Farmland Mitigation Fee, and continuing every year thereafter until the second one-half of the Farmland Mitigation Fee is paid in full, the unpaid portion of the Farmland Mitigation Fee shall be increased by the percentage increase, if any, in the Engineering News-Record (ENR) index over the prior twelve (12) month period.

(b) Fire Capital Improvement Mitigation Fee.

(i) In consideration of the rights and benefits to Developer under this Agreement and the performance by City of its obligations hereunder in accordance with the terms of this Agreement, Developer also agrees to contribute a payment (the "Fire Mitigation Payment") in the total amount of Three Hundred Fifty One Thousand Seven Hundred and Twenty Six Dollars (\$351,726) towards the capital costs of the planned Fire Station 1 renovation/reconstruction and the purchase of a new fire engine for that station.

(ii) These payments will be in addition to the Fire Component of the Growth Capital Fee that will be paid to the City in connection with the build out of this Project (in the projected amount of \$676,434 (based on 2022 fees Growth Capital Fee Fire Component). The City recognizes and confirms that the cumulative payment of the Fire Mitigation Payment under this Agreement and that Growth Capital Fee Fire Component will fully fund and mitigate the Project's share of all capital improvement requirements for fire services resulting from this Project. Nothing in this subsection shall be interpreted as locking in the Growth Capital Fee at prior rates. The amount of such fee shall be calculated at the applicable rate when the building permit is pulled for each residential unit.

(iii) Developer shall pay one-half of the Fire Mitigation Payment upon an issuance of a grading permit for any portion of the Property. After the issuance of the first grading permit, Developer shall pay the balance of the Fire Mitigation Fee upon issuance of the first certificate of occupancy for any structure located on the Property.

(iv) Starting on the second (2nd) year anniversary of the payment of the first one-half (1/2) of the Fire Mitigation Payment, and continuing every year thereafter until the second one-half of the Fire Mitigation Payment is paid in full, the unpaid portion of the Fire Mitigation Payment shall be increased by the percentage increase, if any, in the Engineering News-Record (ENR) index over the prior twelve (12) month period.

(iv) The City shall use a portion of Fire Mitigation Payment (in the amount of \$211,726) solely for the purposes of that Fire Station 1 renovation/reconstruction and a

portion of that payment (in the amount of \$140,000) toward the purchase of that new fire engine.

(b) The sewer lift station will be publicly maintained. It will be up to the City to determine if such public maintenance is funded by general district charges reflecting existing City practices or use of a services Financing District created with respect to the Project.

11. Sewer Lift Station and Sewer Collection System

(a) Subject to design and construction in compliance with all Applicable Rules, City and Developer have agreed that a sewer lift station may be incorporated into the Project sufficient to meet the requirements of the Project provided that such lift station shall serve only the described development and not be designed to accommodate future upstream development unless mutually agreed to by both parties.

Specifically, the Developer shall, at a minimum:

- Schedule a scope verification meeting with the Engineering and Wastewater Divisions prior to the start of any planning or design work
- Complete and submit for approval a basis of design document
- Developer shall be responsible for the cost of incorporating the new flows into the existing sanitary sewer model to determine downstream sanitary sewer system impacts
- Based on results of the modeling exercise, Developer agrees to update the basis of design document and upgrade any deficient downstream sewers made deficient by the proposed development inflows

In connection with such construction, Developer shall adhere to the latest applicable design requirements imposed by the City pursuant to this Agreement including but not limited to:

- Designing and constructing a submersible lift station
- Specifying City standardized equipment for publicly owned lift stations including submersible pumps, sensors, valves, flow metering, electrical and supervisory control and data acquisition
- A stationary standby generator and Bypass pumping connection
- Odor control
- Site security including perimeter block wall, gate, alarms, video surveillance, etc.
- Site plan that allows large vehicle entrance and parking
- Suitable sound attenuation and shade covers

12. Infrastructure and Facility Maintenance

(a) The City will be responsible for maintaining the public road pavement, and public utilities, including the sewer collection system (not the sewer lift station) within the public roads within the Project. The City will be responsible for maintaining the public water system and services up to the meters within both the public and private roads. The City may be responsible for maintaining public sidewalks, depending on their design and location.

(b) The Master Homeowners Association will be responsible for maintaining:

(i) All public parkways and medians in the public streets within the Project.

(ii) For the existing perimeter public streets (Teal Club, Doris, Patterson, and Ventura Roads), all parkways on the side of the road abutting the Project and the medians.

(iii) All private streets, sidewalks, and parkways, inside the Project.

(iv) All private utilities, including sewer and storm drainage pipelines within the private streets.

(v) Water quality and detention basins.

(c) Refer to Section 7 Financing District; Maintenance Allocation for items contemplated to be included in the Financing District(s).

13. Local Preference in Marketing and Hiring for Construction of the Project

Developer, on behalf of itself and its successors in interest and assigns, agrees to be bound by the “Local Preference Program for Phase 1 of Teal Club Specific Plan (Local Buyer and Local Hire Preferences)”, which is attached hereto as **Exhibit E** and incorporated hereby in this reference.

14. Extension of Maps and Project Approvals. In accordance with Government Code Section 66452.6, subd. (a) and Government Code Section 65863.9, unless a longer term would result under otherwise applicable state law, the term of any subdivision map approval or other permits approved as part of the Project approvals shall be automatically extended for the term of this Agreement.

15. Compliance Review.

(a) **Periodic Review.** Pursuant to Government Code Section 65865.1, the City Manager shall, not less than once in every twelve (12) months, review the Project and this Agreement to ascertain whether or not the Developer is in good faith compliance with the terms of this Agreement (the “**Periodic Review**”).

(b) **Review Procedure.** During a Periodic Review, Developer shall provide information reasonably requested by the City Manager that the Project is being developed in good faith compliance with the terms of this Agreement. Upon completion of a Periodic Review, the City Manager shall submit a report to the City Council setting forth the City Manager's findings. If, as a result of a Periodic Review, the City Council finds and determines on the basis of substantial evidence that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City shall issue a written "Notice of Non-Compliance" to the Developer specifying the grounds therefore and all facts demonstrating such non-compliance. The Developer's failure to cure the alleged non-compliance within ninety (90) days after receipt of the notice, or, if such noncompliance is not capable of being cured within ninety (90) days, the Developer's failure to initiate the actions required to cure such non-compliance within ninety (90) days after receipt of the notice, shall constitute a default under this Agreement on the part of the Developer and shall constitute grounds for the termination of this Agreement by the City as provided for below.

(c) **Termination or Modification for Non-Compliance.** Pursuant to Government Code Section 65865.1, if the City Council finds and determines, on the basis of substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may modify or terminate this Agreement.. Any action by the City with respect to the termination or modification of this Agreement shall comply with the notice and public hearing requirements of Government Code Section 65867 in addition to any other notice required by law. Additionally, the City shall give the Developer written notice of its intention to terminate or modify this Agreement and shall grant the Developer a reasonable opportunity to be heard on the matter and to oppose such termination or modification by the City.

(d) **Certificate of Agreement Compliance.** If, at the conclusion of an annual review, Developer is found to be in good faith compliance with this Agreement, City shall, upon request by Developer, issue a Certificate of Agreement Compliance ("**Certificate**") to Developer stating that, after the most recent annual review and based upon the information then known to the City, (a) this Agreement remains in effect and (b) Developer is, to the current actual knowledge of the City, in good faith compliance with the Agreement as required by section 65865.1 of the Development Agreement Act. Additionally, as set forth in Section 22(o), either Party may at any time request from the other an estoppel certificate confirming, in addition to the foregoing, the status of the other Party's performance of its obligations under this Agreement to the knowledge of the certifying Party. City's failure to conduct a review at least annually of Developer's compliance with the terms and conditions of this Agreement shall not constitute or be construed by City or Developer as a breach of or a default under this Agreement, or have any impact upon Developer's rights under this Agreement.

16. Modification. Amendment or Cancellation by Mutual Consent. Pursuant to Government Code Section 65868, this Agreement may be amended or canceled, in whole or in part, by mutual written consent of the City and the Developer or their successors in interest. Public notice of the parties' intention to amend or cancel any portion of this Agreement shall be given in the manner provided by Government Code Section 65867. Any amendment to the Agreement shall also be subject to the provisions of Government Code Section 65867.5.

17. Defaults, Notice and Cure Periods, Events of Default and Remedies.

17.1 Default By the Developer.

17.1.1 Default. If the Developer does not perform its obligations under this Agreement in a timely manner, the City may exercise all rights and remedies provided in this Agreement, provided the City shall have first given written notice to the Developer as provided in Section 22(a) hereof, and provided further the Developer may appeal such declaration in the manner provided in, and subject to all terms and provisions of Section 18. In addition, the parties agree that the City's right to compel specific performance of the obligations of Developer shall be subject to the limitations set forth in Section 17.1.5 of this Agreement; and that the City shall have no right to monetary damages as a result of any failure by Developer to start or complete the Project (other than to the extent arising from the Developer's failure to complete, remove or secure improvements as required by Section 17.1.5 below or to pay any amounts or reimbursements due to City under the express terms of this Agreement).

17.1.2 Notice of Default. If the Developer does not perform its obligations under this Agreement in a timely manner, the City through the City Manager may submit to the Developer a written notice of default in the manner prescribed in Section 22(a) identifying with specificity those obligations of the Developer under this Agreement which have not been timely performed. Upon receipt of any such written notice of default, the Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of any such written notice of default and shall complete the cure of any such default(s) no later than one hundred and twenty (120) days after receipt of any such written notice of default, or within such longer period as is reasonably necessary to remedy such default(s), provided the Developer shall commence the cure of any such default(s) within such one hundred and twenty (120) day period and thereafter diligently pursue such cure at all times until any such default(s) is cured.

17.1.3 Failure to Cure Default Procedure. If after the cure period provided in Section 17.1.2 has elapsed, the City Manager finds and determines the Developer, or its successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the City's Development Services Director shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that the Developer, or its successors, transferees and/or assigns, as the case may be, has not cured a default under this Agreement pursuant to this Section 17.1 and that the City shall terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Developer, and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City Council in accordance with Section 18. Such right of appeal shall include, but not be limited to, any objection to the manner in which the City intends to modify this Agreement if the City intends as a result of a default of the Developer, or one of its successors or assigns, to modify this Agreement. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Section 17.1 or this Agreement shall be construed as modifying or abrogating the City Council's right of review of Planning Commission actions.

17.1.4 Termination or Modifications of Agreements. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council or, where no appeal is taken, after the expiration of the applicable appeal periods described in Section 18. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65967.5 and 65868, irrespective of whether an appeal is taken as provided in Section 18. Notwithstanding any other provision of this Agreement to the contrary, in the event that: (a) the Developer or any of its successors assigns some, but not all, of its rights under this Agreement in connection with a sale of some, but not all, of the Property; and (b) thereafter the Developer or one or more of its successors in interest under this Agreement is in default under this Agreement and either the Developer or one or more of its successors in interest under this Agreement is not in default under this Agreement, then any remedy the City may have the right to take under this Agreement including the right of termination or modification of this Agreement shall only apply to the party(ies) that is (are) in default and the portion(s) of the Property owned by such party(ies) and shall not apply to the Developer or any successor and/or assignee of the Developer under this Agreement that is not in default hereunder.

17.1.5 Limitation on Specific Performance Remedies and Damages. Except as provided in Section 17.4 below, the City shall have no right to seek a remedy of specific performance with respect to the Development of the Project; provided, however, Developer acknowledges and agrees (on behalf of itself and its successors-in interest and assigns) that the right to develop the Property or any portion thereof may be limited, restricted or substantially delayed until such time that Developer complies with the specific requirements of this Agreement.

17.1.6 Lender Protection Provisions.

17.1.6.1 Right to Encumber; Cooperation with Lenders. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, subject to the requirement that any such encumbrances shall be subordinate to this Agreement.. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and/or modifications or clarifications, and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation, modification or clarification; provided, that City shall have no obligation to agree to any such requested interpretation, modification or clarification. Under no circumstances shall the City agree to the subordination of this Agreement to any mortgage, deed of trust or other security device securing financing.

17.1.6.2 Notice of Default. In addition to the notice provisions set forth in Section 22(a), the City shall send a copy of any notice of default sent to the Developer or any of its successors or assigns to any lender that has made a loan then secured by a deed of trust against the Property, or a portion thereof, provided such lender or Developer shall have (a) delivered to the City written notice in the manner provided in Section 22(a) of such lender's election to receive a copy of any such written notice of default, and (b) provided to the City a recorded copy of any such deed of trust. Any such lender that makes a loan secured by a deed of trust against the Property, or a portion thereof, and delivers a written notice to the City and

provides the City with a recorded copy of any such deed of trust in accordance with the provisions of this Section 17.1.6.2 is herein referred to as a “Qualified Lender.”

17.1.6.3 Right of a Qualified Lender to Cure a Default. If the Developer, or any of its applicable successors or assigns, fails to timely cure any default under this Agreement within the time periods specified in Section 17.1.2, then the City shall send a written notice of any such failure to timely cure any such default to each Qualified Lender. From and after receipt of any such written notice of failure to cure, each Qualified Lender shall have the right to cure any such default, provided the Qualified Lender(s) commence the cure of any such default within thirty (30) days after receipt of any such written notice of failure to cure and thereafter diligently pursue the cure thereof to completion. If the nature of any such default is such that a Qualified Lender cannot reasonably cure any such default without being the owner of the Property, or the applicable portion thereof, then so long as the Qualified Lender(s) is (are) proceeding to foreclose the lien of its deed of trust against the Property, or the applicable portion thereof, and after completing any such foreclosure promptly commence the cure of any such default and thereafter diligently pursue the cure of such default to completion, such Qualified Lender shall be deemed to be diligently pursuing the cure of any such default. Any lender that has made a loan to a party that owns a single family dwelling unit (whether a detached single family home, a townhome or a condominium), provided such party is not a developer of the Property or a portion thereof, shall not be deemed to be a Qualified Lender.

17.1.6.4 Exercise of City’s Remedies. Notwithstanding any other provision of this Agreement, the City shall not exercise any right or remedy granted under this Agreement or otherwise arising out of a default under the Agreement by the Developer or any of its successors or assigns during the period of time which the Developer, any of its successors or assigns and/or a Qualified Lender has the right to cure any such default pursuant to this Section 17.1.

17.1.6.5 No Impairment of Mortgage. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value. In no event shall a foreclosure or other exercise by a lender of its pre- or post-foreclosure rights in connection with a mortgage require any consent or approval by the City. Notwithstanding any language in this section to the contrary, any mortgage, lien or encumbrance recorded against the Property or any portion thereof shall be subject to the provisions of this Agreement. In addition, notwithstanding any language in this section to the contrary, Developer acknowledges and agrees (on behalf of itself and its successors-in interest and assigns) that the right to develop the Property or any portion thereof may be limited, restricted or substantially delayed until such time that Developer complies with the specific requirements of this Agreement.

17.2 Default by the City.

17.2.1 Default. In the event the City does not accept, process or render a decision in a timely manner on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefore, or as otherwise agreed to by the City and Developer, or if the City otherwise defaults under the provisions of this Agreement, the Developer shall have all rights and remedies provided

herein or by applicable law (excepting therefrom monetary damages as specified in Section 17.3), which shall include compelling the specific performance of the City's obligations under this Agreement provided the Developer has first complied with the procedures in Section 17.2 and its obligations under this Agreement.

17.2.2 Notice of Default. Prior to the exercise of any other right or remedy arising out of a default by the City under this Agreement, the Developer shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed under this Agreement. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) no later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided the City shall continuously and diligently pursue each remedy at all times until such default(s) is cured.

17.3 Monetary Damages. The Developer and the City acknowledge that neither the City nor the Developer would have entered into this Agreement if either were liable for monetary damages under or with respect to this Agreement or the application thereof. Both the City and the Developer agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate the Developer for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify such exposure. Therefore, the City and the Developer agree that neither shall be liable for monetary damages under or with respect to this Agreement or the application thereof and the City and the Developer covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement. This foregoing waiver shall not be deemed to apply to compelling the payment of any fees or other monetary amounts specifically required to be paid by the Developer to the City pursuant to this Agreement, including, but not limited to, any amounts due pursuant to Section 22(m). The foregoing waiver shall also not be deemed to apply to any fees or other monetary amounts required to be paid or credited by the City to the Developer pursuant to this Agreement, including, but not limited to fee credits, if any, required to be credited by City to Developer or its assignee(s). In addition, Developer acknowledges and agrees (on behalf of itself and its successors-in interest and assigns) that the right to develop the Property or any portion thereof may be limited, restricted or substantially delayed until such time that Developer complies with the specific requirements of this Agreement, including (but not limited) the payment of amounts due the City pursuant to the terms of this Agreement.

17.4 Specific Performance. Due to the size, nature and scope of this Project, it will not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Developer may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Developer has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement and it is not possible to determine the amount of monetary damages that would adequately compensate

Developer for such efforts. For the foregoing reasons, the City and Developer agree that, subject to Section 17.3 above, damages would not be an adequate remedy if City fails to carry out its obligations under this Agreement, and that Developer shall have the right to seek and obtain specific performance as a remedy for any breach of this Agreement; provided, however, that as a condition to its right to bring such specific performance action, Developer must not be in default of any of its material obligations under this Agreement. The City's remedy to terminate or amend this Agreement in the event of Developer's uncured breach shall be sufficient in most circumstances. Notwithstanding the foregoing, if the City approves a final parcel map or subdivision map, issues a permit, or issues other approval(s) pursuant to this Agreement in reliance upon a specified condition or conditions being satisfied by Developer in the future, and if Developer then proceeds with that approved development but fails to satisfy such related condition(s), the City shall be entitled to specific performance for the sole purpose of causing Developer to satisfy such condition or conditions. Except in these limited circumstances, the City shall have no right to seek specific performance to cause Developer to proceed with the development of the Project in any manner; provided, however, Developer acknowledges and agrees (on behalf of itself and its successors-in interest and assigns) that the right to develop the Property or any portion thereof may be limited, restricted or substantially delayed until such time that Developer complies with the specific requirements of this Agreement.

18. Administration of Agreement and Resolution of Disputes. The Developer shall at all times have the right to appeal to the City Council any decision or determination made by any employee, agent or other representative of the City concerning the Project or the interpretation and administration of this Agreement. All City Council decisions or determinations regarding the Project or the administration of this Agreement shall also be subject to judicial review pursuant to Code of Civil Procedure Section 1094.5, provided that, pursuant to Code of Civil Procedure Section 1094.6, any such action must be filed in a court of competent jurisdiction not later than ninety (90) days after the date on which the City Council's decision becomes final.

19. Recordation of this Agreement. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of this Agreement in the Official Records of the County within ten (10) days after the mutual execution of this Agreement.

20. Constructive Notice and Acceptance. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

21. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the City, the Developer and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this Agreement.

22. Miscellaneous.

(a) Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the

person giving such notice) (i) hand delivered by messenger or courier service, (ii) by overnight delivery (including Federal Express), or (iii) by United States mail (postage prepaid), registered or certified, return receipt requested, addressed to the addresses set forth below. Each notice shall be deemed delivered (1) on the date delivered if by personal delivery, (2) on the date of delivery by the overnight delivery service if by overnight delivery, or (3) seventy-two (72) hours after deposit in the United States mail (postage prepaid) if by registered or certified mail. By giving to the other parties at least fifteen (15) days' written notice, the parties to this Agreement and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address.

If to City:

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Manager
Tel. No.: (805) 385-7430
Fax No.: (805) 385-7595

with a copy to:

City of Oxnard
214 S C Street
Oxnard, California 93030
Attention: Community Development Director
Tel. No.: (805) 385-7877
Fax No.: (805) 385-7854

And with a copy to:

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attention: City Attorney
Tel. No.: (805) 385-7483
Fax No.: (805) 385-7423

If to the Developer:

Bob Bierig
Canessa Capital
1334 Anacapa Street
Santa Barbara, CA 93101

With a copy to:

Jeff Douglas
108 Encino Avenue
Camarillo, CA 93010

And with a copy to:

Dennis Hardgrave
434 Park Cottage Place
Camarillo, California 93012

And with a copy to:

Abram Roy LLP
24025 Park Sorrento, Suite 460
Calabasas, CA 91302
Attn: Dennis Roy, Esq.

(b) Severability. If any part of this Agreement is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part. The City and the Developer intend and desire that the remaining parts of this Agreement continue to be effective without any part or parts that have been declared invalid.

(c) Entire Agreement; Conflicts. This Agreement, together with the Applicable Rules, represents the entire agreement between the City and the Developer with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the City and the Developer with respect to the matters contained in this Agreement. Should any or all of the provisions of this Agreement be found to be in conflict with any other provision or provisions found in the Applicable Rules or the Subsequent Applicable Rules, including, without limitation, the Teal Club Specific Plan, then the provisions of this Agreement shall govern and prevail.

(d) Further Assurances. The City and the Developer agree to perform, from time to time, such further acts and to execute and deliver such further instruments as are reasonably necessary to effect the intents and purposes of this Agreement, provided that the intended obligations of the City and the Developer are not thereby modified in any material respect.

(e) Inurement and Assignment. This Agreement shall inure to the benefit of and bind the successors and assigns of the City and the Developer, and the applicable portion thereof shall be assigned by the Developer to any party or parties purchasing all or any part of the Property, or any interest therein, and such successor party shall acquire the Property, or the applicable portion thereof subject to this Agreement. In furtherance of the foregoing, the parties acknowledge and confirm that the specific rights and obligations of this Agreement shall be deemed covenants running with the land that concern and affect the Property. Prior to Developer's assignment of any rights, duties or obligations under this Agreement, the Developer shall present information to the City reasonably demonstrating that the proposed successor and/or assignee has the financial ability and experience to fulfill those specific rights, duties and obligations under the Agreement that the successor and/or assignee would assume. City shall have the right to approve the proposed successor and/or assignee, provided that the City's approval may not be unreasonably withheld, conditioned or delayed. In connection with any proposed assignment of the Property and this Agreement, or a portion thereof, Developer shall provide not less than fifteen (15) business days advance notice of the proposed assignment to City and shall provide all necessary documentation requested by the City as provided above. Such transfer shall not occur until approved by the City; provided, that, notwithstanding anything herein to the contrary, the following homebuilders and their subsidiaries and controlled affiliates operating under their brand name are hereby pre-approved for assignment of all or any portion of this Agreement and all rights, duties and obligations of Developer hereunder: Lennar Homes, KB Homes, DR Horton and Tri-

Pointe Homes. Upon the close of escrow for transfer of the Property or the relevant portion thereof, the assignee shall assume the assigned or delegated rights and obligations under this Agreement pursuant to a form of assignment and assumption agreement approved by the City, which approval shall not be unreasonably withheld or conditioned. Except with respect to any assignment of Developer's rights or obligations hereunder in connection with the transfer of the portion of the Property affected thereby, no party shall have the right to assign or otherwise transfer its rights or obligations hereunder and any such attempted assignment or transfer shall be void. Any permitted assignee shall succeed to all the rights and remedies of Developer hereunder, including, but not limited to, the specific performance of this Agreement. Once such approved assignment or succession has occurred and the assignee or successor in interest has agreed to accept the applicable obligations under this Agreement, the obligations of Developer shall become several and Developer shall be released from its obligations under this Agreement that have been assumed by the assignee or successor in interest with respect to the Property, or portion thereof, so transferred, and a default by one successor under this Agreement as to one portion of the Property shall not be a default as to Developer or a default as to another successor on another portion of the Property. Notwithstanding any language in this Section 22 to the contrary, any limitations imposed by this Agreement on the issuance of certificates of occupancy and building permits for market rate Dwelling Units until a specific number of affordable units have been constructed, the Phase 1 Public Park has been constructed and/or the Farmland Mitigation Fee or applicable portion thereof has been paid, shall apply against the entire Property until each of these specific obligations have been satisfied, and no portion of the Property may be developed free of those limitations until such obligation is fully discharged. Upon the completion of any phase or tract of development of the Project as reasonably determined by the City, the City shall release that completed phase or tract from further obligations under this Agreement. The release of a completed phase or tract from further obligations under this Agreement does not release that phase or tract from any applicable and duly executed and recorded conditions, covenants and restrictions or any on-going environmental mitigation measures that are a specific obligation of that completed phase or tract, as required by applicable Project environmental documents. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall terminate as to any Dwelling Unit which has been finally subdivided, constructed, issued a certificate of occupancy, and sold, except as to the affordable housing covenants, if any, which may exist against such Dwelling Units. Upon such sale, the Dwelling Unit shall be released from and shall no longer be subject to or burdened by the provisions of this Agreement. The provisions of this Section 22(e) shall be self-executing and shall not require the execution or recordation of any further document or instrument.

(f) Negation of Agency. The City and the Developer acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint venturers, partners or employer/employee.

(g) Attorneys' Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief and any reference proceeding provided for herein, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including, but not limited to telephone calls, photocopies, expert witness, travel, and reasonable

attorneys' fees and costs to be fixed by the court. Such recovery shall include, but not limited to, court costs, out-of-pocket expenses and attorneys' fees on appeal, if any. The court shall determine who is the "prevailing party," whether or not the dispute or controversy proceeds to final judgment. If the City or Developer is reasonably required to incur such out-of-pocket expenses and attorneys' fees as a result of any claim arising out of or concerning a breach of this Agreement, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorneys' fees whether or not an action is filed or pursued to judgment.

(h) Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of such waiver is sought.

(i) Force Majeure. In the event of changed conditions, litigation filed to challenge the Project approvals, changes in local, state or federal laws or regulations, floods, delays due to strikes, inability to obtain materials, civil commotion, fire, acts of God, or other circumstances which interfere in any material respect with carrying out the Project or with the ability of either the City or the Developer to perform its obligations under this Agreement, and which are not due to actions on the part of the party seeking an extension of time for performance and which are beyond the reasonable control of that party (collectively, "**Force Majeure Events**"), the Developer and the City agree to bargain in good faith to modify this Agreement as may be necessary to achieve the goals and preserve the original intent of this Agreement, and the party experiencing such delay shall have such additional time to perform its obligations hereunder as may be reasonably necessary following conclusion of the event of delay.

(j) Section Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(k) [Reserved]

(l) Counterparts. This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(m) Indemnification. The Developer agrees, as a condition of approval of this Agreement, to indemnify, defend and hold harmless at the Developer's expense, the City, the City Council, and the City's agents, officers and employees from and against any claim, action or proceeding commenced within the applicable time period, to challenge, attack, set aside, void or annul the approval of this Agreement, the Teal Club Specific Plan or EIR. The City shall promptly notify Developer of any such claim, action or proceeding of which the City receives notice, and, as a condition to the Developer's obligations hereunder, the City shall cooperate fully and timely with Developer in the defense thereof. Developer shall provide a joint defense to the City and Developer with counsel acceptable to the City to defend both the City and Developer, which City approval shall not be unreasonably withheld, conditioned or delayed. The City may, in its sole discretion and at its sole expense, elect to also participate in the defense of any such claim, action or proceeding, but such participation shall not relieve the Developer of the obligations of this Section or increase the defense costs of Developer. Developer shall have the right to terminate

further defense of this Agreement, the Teal Club Specific Plan or the EIR, or any portion thereof, but, in that event, City shall have no further obligation to defend such portion of the entitlements or agreements of Developer, and City may elect to allow that portion of those provisions or entitlements to terminate. The filing of any third party lawsuit(s) against City or Developer relating to this Agreement, the Applicable Rules, any subsequent project approvals or other development issues or approvals affecting the Property shall not delay or stop the development, processing or construction of the Project, approval of any future Discretionary Approvals, or issuance of future permits or approvals, unless the third party obtains a court order preventing the activity. City shall not stipulate to or cooperate in the issuance of any such order.

(n) No Prevailing Wage Requirements. Except as otherwise provided in Section 4, nothing in this Agreement shall in any way require, or be construed to require, Developer to pay prevailing wages with respect to any work of construction or improvement within the Project (a “Non Intended Prevailing Wage Requirement”). But for the understanding of the parties as reflected in the immediately preceding sentence, the parties would not have entered into this Agreement based upon the terms and conditions set forth herein. Developer and City have made every effort in reaching this Agreement to ensure that its terms and conditions will not result in a Non Intended Prevailing Wage Requirement. These efforts have been conducted in the absence of any applicable existing judicial interpretation of which the parties are aware that would indicate that the terms and conditions of this Agreement would result in a Non-Intended Prevailing Wage Requirement. If, despite such efforts, any provision of this Development Agreement shall be determined by the Department of Industrial Relations, the Labor and Workforce Development Agency, or any court of competent jurisdiction to result in a Non Intended Prevailing Wage Requirement, such determination shall not invalidate or render unenforceable any provision hereof and the foregoing statement of intent does not waive or limit any state or federal law or applicable state or federal regulations requiring payment of prevailing wages.

(o) Estoppel Certificates. Within ten (10) business days following the receipt by City of a written request by Developer, the City shall execute and deliver to the requesting Developer a statement (an “estoppel certificate”) certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the City alleges that specified (date and nature) defaults exist. The estoppel certificate shall also provide any other reasonable information requested. The failure to timely deliver a requested estoppel certificate shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Developer, and that there are no uncured defaults in the performance of the requesting Developer, except as may be represented by the requesting Developer. The requesting Developer shall pay to City all reasonable administrative costs incurred by City in connection with the issuance of estoppel certificates under this Section prior to City's issuance of such certificates. Any such certificate may be and is intended to be relied upon by any person, including, but not limited to, the other party, potential purchasers or lessees of all or any part of the Property, lenders or potential lenders. The City Manager shall be authorized to execute any estoppel certificate hereunder on behalf of City without further authorization or hearing.

(p) Dates for Performance. The time in which any act under this Agreement is to be done shall be computed by excluding the first and including the last day. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for in this Agreement fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday. For the purposes of this Agreement, the word "day" shall mean "calendar" day and the phrase "business day" shall mean those days on which the Ventura County Superior Court is open for business.

(q) Reference of California Law. Unless expressly stated to the contrary, all references to statutes herein are to the California codes.

(r) Time of Essence. Time is of the essence of this Agreement, and all performances required hereunder shall be completed within the time periods specified.

[Signatures begin on next page]

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

THE ROBERT AND JOAN BORCHARD 2006
REVOCABLE FAMILY TRUST U/D/T
DATED NOVEMBER 27, 2006

F. Robert Borchard, Trustee

Joann M. Borchard, Trustee

BORCHARD FAMILY 2024 REVOCABLE+
TRUST DATED FEBRUARY 23, 2024,

Joseph Eugene Borchard, Trustee

Janice Loree Borchard, Trustee

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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State of California)
County of Los Angeles)

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Signature _____

84670.001 - 397351.7

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State of California)
County of Los Angeles)

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County of Los Angeles)

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WITNESS my hand and official seal.

Signature _____

Paul E. Borchard,
a married man as his sole and separate property

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--

State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature _____

T & J HENSON FAMILY TRUST UNDER
DECLARATION OF TRUST DATED
SEPTEMBER 19, 2006,

Frances Joan Henson, Trustee

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

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County of Los Angeles)

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WITNESS my hand and official seal.

Signature _____

THE ANDERSON FAMILY TRUST
AGREEMENT, DATED AUGUST 25, 1998,

Gerald J. F. Anderson, Trustee

Margaret M. Anderson, Trustee

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature _____

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature _____

J & P DOUGLAS FAMILY TRUST DATED
DECEMBER 3, 1998,

Jeffrey C. Douglas, Trustee

Mary Patricia Douglas, Trustee

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State of California)
County of Los Angeles)

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State of California)
County of Los Angeles)

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

WITNESS my hand and official seal.

Signature _____

WINDWEN LANDS, LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

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--

State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature _____

Ian Alexander Bierig,
an unmarried man

NICOLE E. BIERIG TRUST DATED
JUNE 8, 2016,

Nicole Elizabeth Bierig Jordan, formerly known
as Nicole E. Bierig, Trustee

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State of California)
County of Los Angeles)

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County of Los Angeles)

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

WITNESS my hand and official seal.

Signature _____

THE ROBERT AND JOANN BORCHARD
2006 REVOCABLE FAMILY TRUST DATED
NOVEMBER 27, 2006,

F. Robert Borchard, Trustee

Joann M. Borchard, Trustee

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature _____

TRUST AGREEMENT DATED DECEMBER
15, 1992, KNOWN AS THE "DEMPSEY 1992
TRUST"

Kevin P. Dempsey, Trustee

Elizabeth A. Dempsey, Trustee or
Successor in Trust

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State of California)
County of Los Angeles)

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County of Los Angeles)

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WITNESS my hand and official seal.

Signature _____

DEVERICKS 1994 REVOCABLE FAMILY
TRUST UNDER DECLARATION OF TRUST
DATED DECEMBER 14, 1994,

Richard Devericks, Co-Trustee

Ellen Devericks, Co-Trustee

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State of California)
County of Los Angeles)

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County of Los Angeles)

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WITNESS my hand and official seal.

Signature _____

EDWARD AND JEANNE MYERS 1999
FAMILY TRUST UNDER DECLARATION OF
TRUST DATED OCTOBER 28, 1999

Edward D. Myers, Co-Trustee

Jeanne M. Myers, Co-Trustee

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State of California)
County of Los Angeles)

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State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

DEVERICKS 1994 REVOCABLE FAMILY
TRUST DATED DECEMBER 14, 1994,

Ellen C. Devericks, Trustee

Richard B. Devericks, Trustee

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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State of California)
County of Los Angeles)

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

WITNESS my hand and official seal.

Signature _____

1999 MEYERS FAMILY TRUST DATED
OCTOBER 28, 1999

Jeanne M. Myers, Trustee

Edward Myers, Trustee

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

DEMPSEY 1992 TRUST DATED
DECEMBER 15, 1992,

Elizabeth A. Dempsey, Trustee

Kevin Dempsey, Trustee

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

J & P DOUGLAS FAMILY TRUST DATED
DECEMBER 4, 1998,

Jeffrey C. Douglas, Trustee

Mary Patricia Douglas, Trustee

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

Joan Henson,
a married woman, as her sole and separate
property

Margaret M. Anderson,
a married woman, as her sole and separate
property

Paul Borchard,
a married man, as his sole and separate property

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State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature _____

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State of California)
County of Los Angeles)

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

WITNESS my hand and official seal.

Signature _____

DEVELOPER:

BORCHARD CORNER, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

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State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____

ATTEST:

Rose Chaparro,
City Clerk

Stephen Fischer,
City Attorney

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

State of California)
County of Los Angeles)

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

WITNESS my hand and official seal.

Signature _____

Exhibit A

Legal Description of Property

BORCHARD PROPERTY (APN 183-0-070-06, 07, 14 & 24)

That parcel of land in the City of Oxnard and County of Ventura, State of California, described in Quitclaim Deed recorded on February 23, 2010 as Instrument No. 20090223-00023244, of Official Records, in the Office of the County Recorder of said County and described as follows:

Lots 133, 158, 159, 160, partly in the City of Oxnard, County of Ventura and partly in the County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the office of the County Recorder of said County.

EXCEPT that portion of said Lot 160 as conveyed to Ralph W. Borchard and Helen M. Borchard, by the Grant Deed recorded on July 20, 1953, in Book 1145, at Page 293 of Official Records and described as follows:

Beginning at a county standard monument set at the intersection of the West line of Ventura Road with the South line of North Road, as designated and delineated upon the above described Map, from which a nail set at the Northeast corner of said Lot 160 bears North 20.00 feet distant; thence from said point of beginning.

1st: North 89° 59' 30" West 365.00 feet along the South line of said North Road to a 3/4 inch iron pipe; thence leaving said South line,

2nd: South 410.00 feet to a 3/4 inch iron pipe; thence,

3rd: South 89° 59' 30" East 365.00 feet to a 3/4 inch iron pipe set in the West line of said Ventura Road; thence along said West line,

4th: North 410.00 feet to the Point of Beginning and containing 3.44 acres of land.

ALSO EXCEPT the interest in and to that portion of said Lot 133 as conveyed to the City of Oxnard, a municipal corporation, by the Grant Deed recorded on September 2, 1977, in Book 4938, Page 9 of Official Records and described as follows:

A portion of Lot 133, Patterson Ranch, in the County of Ventura, State of California, as per map recorded in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Southeast corner of said Lot 133; thence northerly along the East line of said Lot,

1st: North 20 feet to a point; thence leaving said east line,

2nd: South 45° 00' 00" West 26.25 feet to a point on the Southerly line of said Lot 133; thence along said Southerly line,

3rd: East 17.00 feet to the point of beginning.

EXCEPTING THEREFROM all tile, pipe, conduits, and drains, laid, installed or placed in, through or across said land, or portion thereof.

ALSO EXCEPT the interest in and to those portions of said land lying within Teal Club Road, Patterson Road, and North Road, as said roads are shown on said Map, conveyed to Ventura County as and for public highways by deed recorded November 7, 1913, in Book 139, Page 169 of Deeds, in said Office.

ALSO EXCEPT an undivided 7/120 interest in the water well and pumping plant located on said Lot 160, as conveyed to Ralph W. Borchard and Helen M. Borchard, by deed recorded on July 20, 1953, in Book 1145, Page 293 of Official Records in said Office.

ALSO EXCEPT all tile, pipe, conduits and drains now laid, installed or placed in, through or across said land, or any portion thereof, as reserved by the Patterson Ranch Company, in Deeds recorded December 5, 1913, in Book 142, Page 40 of Deeds; December 5, 1913, in Book 142, Page 41 of Deeds; December 8, 1913, in Book 142, Page 52 of Deeds; and January 10, 1917, in Book 155, Page 43 of Deeds in said Office.

ALSO EXCEPTED and excluded from said land and reserved to Grantors is Grantors' right, title and interest, if any, in and to all oil, gas, petroleum, metals, minerals, steam, hydrocarbon substances, subsoil products, fissionable substances, and other minerals, materials and substances except water in, under, produced or saved from the Subject Property or the top 500 feet of the subsurface.

ALSO EXCEPT the oil, gas, other hydrocarbon substances and minerals in and under said land, but without the right to enter on the surface thereof or within five hundred (500) feet beneath the surface, as partially granted in the Grant Deeds recorded on December 23, 1980, in Book 5801, Page 36 and in Book 5801, Page 38; and recorded on December 30, 1980, in Book 5804, Page 774 – all of Official Records, in said Office.

ALSO EXCEPT any interest in and to the oil, gas, other hydrocarbon substances and minerals in and under said land, but without the right to enter on the surface thereof or

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within five hundred (500) feet beneath the surface, as partially granted in the Quitclaim Deeds recorded December 12, 2007, as Document No. 20071212-00224961 and as Document No. 20071212-224962 both of Official Records, in said Office.

ALSO EXCEPT the interest in and to that portion of said Lot 158 as conveyed to the Oxnard School District, a California Public School District, by the Grant Deed recorded on April 30, 2018, as Instrument No. 20180430-00049494, of Official Records and described as follows:

That portion of Lot 158 in the County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwesterly corner of said Lot 158, said point being shown on Record of Survey filed in Book 56, Page 73 and 74 of Records of Survey, in the Office of the County Recorder of said County, being the Northeasterly terminus of that line shown on said Survey map as North 01° 14' 09 East 970.51 feet; thence,

1st: Along the Westerly line of said Lot 158, South 01° 14' 09" West, 970.51 feet to the Southwesterly corner of said Lot 158; thence,

2nd: Along the Southerly line of said Lot 158, South 88° 47' 08" East, 1121.95 feet, thence,

3rd: North 01° 14' 09 East, 970.44 feet to a point on the Northerly line of said Lot 158; thence,

4th: Along said Northerly line, North 88° 46' 55", 1121.95 feet to the **Point of Beginning.**

TOGETHER WITH the interest in and to that portion of said Lot 160, in the City of Oxnard and the County of Ventura, State of California as conveyed to Ralph W. Borchard and Helen M. Borchard, by the Grant Deed recorded on July 20, 1953, in Book 1145, at Page 293 of Official Records and described as follows:

A part Lot 160 of the Patterson Ranch Subdivision being a part of the Rancho El Rio de Santa Clara O' La Colonia and recorded in Book 8 of Miscellaneous Records (Maps) at Page 1 and more particularly described as follows,

Beginning at a county standard monument set at the intersection of the West line of Ventura Road with the South line of North Road, as designated and delineated upon the above described Map, from which a nail set at the Northeast corner of said Lot 160 bears North 20.00 feet distant; thence from said point of beginning.

1st: North 89° 59' 30" West 365.00 feet along the South line of said North Road to a 3/4 inch iron pipe; thence leaving said South line,

2nd: South 410.00 feet to a 3/4 inch iron pipe; thence,

3rd: South 89° 59' 30" East 365.00 feet to a 3/4 inch iron pipe set in the West line of said Ventura Road; thence along said West line,

4th: North 410.00 feet to the Point of Beginning and containing 3.44 acres of land.

Together with a 7/120ths interest in the water well and pumping plant located on the remainder of said Lot 160 and

Together with the right to have and take from said well and well site, waters therefrom, over and across the present and existing right of way for pipe lines and with the further right to go on the remainder of said Lot 60 for the purpose of maintaining, operating, repairing and replacing said pipe line.

The above described parcel of land is delineated on the attached Exhibit "B".

William T. Hurdle

William T. Hurdle
PLS 5453

8 - 9 - 2024

Date

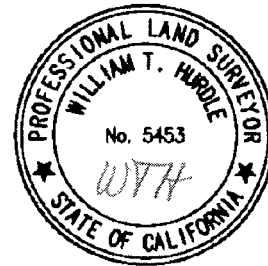


Exhibit A-1

Depiction of Property

SHEET 1 OF 1

APN 183-C-070-36 & 37

DORIS AVENUE

N88°40'55"W 1121.85'

N88°45'55"W 2798.38'

1145
OR
293

PATTERSON ROAD

20'

1121.85'
S88°46'52"E

S01°12'09"W 970.44'

INST NO. 20090223-00023244 OR
APN 183-C-070-14 & 24

1478.45'

2600.43'

VENTURA ROAD

S01°12'09"W 1000.50'

133

134

135

20'

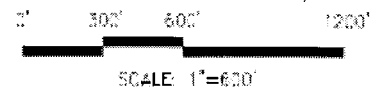
N60°53'28"E 938.34'

4 55 19
S41°34'43"W
26.25'

N88°47'22"W 1005.35'

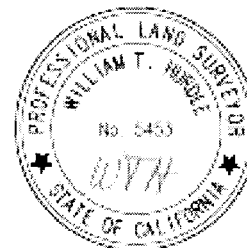
TEAL CLUB ROAD

THE COURSES AND DISTANCES SHOWN HEREON REFLECT RECORD DATA FOR THE WRITTEN NEEDS, AND ARE NOT THE RESULTS OF A FIELD SURVEY, OR MATHEMATICALLY CLOSED BOUNDARY SURVEY.



APN ASSESSORS PARCEL NUMBER
MR MISCELLANEOUS RECORD
OR OFFICIAL RECORDS

WILLIAM T. HURDLE
ALBANY



JENSEN DESIGN & SURVEY, INC., 1572 DONALD STREET, VENTURA, CA 93003 (805) 654-5977

Exhibit B

Legal Description of Teal Club Specific Plan Property

BORCHARD, BASSO, KOHARA & CERRATO PROPERTIES

BORCHARD PROPERTY (APN 183-0-070-06, 07, 14 & 24)

That parcel of land in the City of Oxnard and County of Ventura, State of California, described in the Quitclaim Deed recorded on February 23, 2010 as Instrument No. 20090223-00023244, of Official Records, in the Office of the County Recorder of said County and described as follows:

Lots 133, 158, 159, 160, partly in the City of Oxnard, County of Ventura and partly in the County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the office of the County Recorder of said County.

EXCEPT that portion of said Lot 160 as conveyed to Ralph W. Borchard and Helen M. Borchard, by the Grant Deed recorded on July 20, 1953, in Book 1145, at Page 293 of Official Records and described as follows:

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1st: North 89° 59' 30" West 365.00 feet along the South line of said North Road to a 3/4 inch iron pipe; thence leaving said South line,

2nd South 410.00 feet to a 3/4 inch iron pipe; thence,

3rd South 89° 59' 30" East 365.00 feet to a 3/4 inch iron pipe set in the West line of said Ventura Road; thence along said West line,

4th North 410.00 feet to the Point of Beginning and containing 3.44 acres of land.

ALSO EXCEPT the interest in and to that portion of said Lot 133 as conveyed to the City of Oxnard, a municipal corporation, by the Grant Deed recorded on September 2, 1977, in Book 4938, at Page 9 of Official Records and described as follows:

A portion of Lot 133, Patterson Ranch, in the County of Ventura, State of California, as per map recorded in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Southeast corner of said Lot 133; thence northerly along the East line of said Lot,

1st: North 20 feet to a point; thence leaving said east line,

2nd: South 45° 00' 00" West 26.25 feet to a point on the Southerly line of said Lot 133; thence along said Southerly line,

3rd: East 17.00 feet to the point of beginning.

EXCEPTING THEREFROM all tile, pipe, conduits, and drains, laid, installed or placed in, through or across said land, or portion thereof.

ALSO EXCEPT the interest in and to those portions of said land lying within Teal Club Road, Patterson Road, and North Road, as said roads are shown on said Map, conveyed to Ventura County as and for public highways by deed recorded on November 7, 1913, in Book 139, at Page 169 of Deeds, in said Office.

ALSO EXCEPT an undivided 7/120 interest in the water well and pumping plant located on said Lot 160, as conveyed to Ralph W. Borchard and Helen M. Borchard, by deed recorded on July 20, 1953, in Book 1145, at Page 293 of Official Records in said Office.

ALSO EXCEPT all tile, pipe, conduits and drains now laid, installed or placed in, through or across said land, or any portion thereof, as reserved by the Patterson Ranch Company, in Deeds recorded December 5, 1913, in Book 142, Page 40 of Deeds; December 5, 1913, in Book 142, Page 41 of Deeds; December 8, 1913, in Book 142, Page 52 of Deeds; and January 10, 1917, in Book 155, Page 43 of Deeds in said Office.

ALSO EXCEPTED and excluded from said land and reserved to Grantors is Grantors' right, title and interest, if any, in and to all oil, gas, petroleum, metals, minerals, steam, hydrocarbon substances, subsoil products, fissionable substances, and other minerals, materials and substances except water in, under, produced or saved from the Subject Property or the top 500 feet of the subsurface.

ALSO EXCEPT the oil, gas, other hydrocarbon substances and minerals in and under said land, but without the right to enter on the surface thereof or within five hundred (500) feet beneath the surface, as partially granted in the Grant Deeds recorded on December 23, 1980, in Book 5801, Page 36 and in Book 5801, Page 38; and recorded on December 30, 1980, in Book 5804, Page 774 – all of Official Records, in said Office.

ALSO EXCEPT any interest in and to the oil, gas, other hydrocarbon substances and minerals in and under said land, but without the right to enter on the surface thereof or within five hundred (500) feet beneath the surface, as partially granted in the Quitclaim Deeds recorded December 12, 2007, as Document No. 20071212-00224961 and as Document No. 20071212-224962 both of Official Records, in said Office.

ALSO EXCEPT the interest in and to that portion of said Lot 158 as conveyed to the Oxnard

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School District, a California Public School District, by the Grant Deed recorded on April 30, 2018, as Instrument No. 20180430-00049494, of Official Records and described as follows:

That portion of Lot 158 in the County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwestern corner of said Lot 158, said point being shown on Record of Survey map filed in Book 56, at Pages 73 and 74 of Records of Survey, in the Office of the County Recorder of said County, being the Northeasterly terminus of that line shown on said Survey map as North 01° 14' 09 East 970.51 feet; thence,

1st: Along the Westerly line of said Lot 158, South 01° 14' 09" West, 970.51 feet to the Southwesterly corner of said Lot 158; thence,

2nd: Along the Southerly line of said Lot 158, South 88° 47' 08" East, 1121.95 feet, thence,

3rd: North 01° 14' 09 East, 970.44 feet to a point on the Northerly line of said Lot 158; thence,

4th: Along said Northerly line, North 88° 46' 55", 1121.95 feet to the **Point of Beginning**.

TOGETHER WITH the interest in and to that portion of said Lot 160, in the City of Oxnard and the County of Ventura, State of California as conveyed to Ralph W. Borchard and Helen M. Borchard, by the Grant Deed recorded on July 20, 1953, in Book 1145, at Page 293 of Official Records and described as follows:

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1st: North 89° 59' 30" West 365.00 feet along the South line of said North Road to a 3/4 inch iron pipe; thence leaving said South line,

2nd: South 410.00 feet to a 3/4 inch iron pipe; thence,

3rd: South 89° 59' 30" East 365.00 feet to a 3/4 inch iron pipe set in the West line of said Ventura Road; thence along said West line,

4th: North 410.00 feet to the Point of Beginning and containing 3.44 acres of land.

84670.001 - 397351.7

Together with a 7/120ths interest in the water well and pumping plant located on the remainder of said Lot 160 and

Together with the right to have and take from said well and well site, waters therefrom, over and across the present and existing right of way for pipe lines and with the further right to go on the remainder of said Lot 60 for the purpose of maintaining, operating, repairing and replacing said pipe line.

BASSO PROPERTY (APN 183-0-070-11)

That parcel of land in the County of Ventura, State of California described in the Quitclaim Deed recorded on September 19, 2023 as Instrument No. 2023000062656, of Official Records, and shown on Record of Survey map filed in Book 56, at Pages 73 and 74 of Records of Survey, both in the office of the County Recorder of said county and described as follows:

Lot 135 and the West half of Lot 134 of the Patterson Ranch as said lots are designated and delineated upon that certain Map entitled, "Map of Subdivision of the Patterson Ranch, Ventura County, Cal." and recorded in the Office of the County Recorder of said Ventura County, in Book 8 of Miscellaneous Records (Maps) at page 1, et seq.

EXCEPT those portions thereof lying within Teal Club Road and Patterson Road, as conveyed to Ventura County as and for public highways by deed recorded on November 7, 1913, in Book 139, at Page 169 of Deeds, in said Office.

ALSO EXCEPT an undivided 4/7th interest in and to the following described well site for so long as all or any portion of said Lots 136 and 157, Patterson Ranch, is used for agricultural purposes and upon termination of the use thereof for such purposes all interest in said well site to automatically terminate. Said well site is more particularly described as follows:

Part of Lot 135 of said Patterson Ranch, described as follows:

Beginning at a point in the North line of said Lot 135 distant thereon East 720.3 feet from the East line of Patterson Road, 40 feet wide; thence from said point of beginning and along said North line,

- 1st: East 20 feet to a point; thence at right angles,
- 2nd: South 20 feet to a point; thence at right angles,
- 3rd: West 20 feet to a point; thence at right angles,
- 4th: North 20 feet to the point of beginning.

KOHARA PROPERTY (APN 183-0-070-13)

That parcel of land in the County of Ventura, State of California recorded on November 28, 1994 as Document No. 94-189088, of Official Records, and shown on Record of Survey filed in Book 56, at Pages 73 and 74 of Records of Survey, both in the Office of the County Recorder of said County and described as follows:

The Westerly 224.53 feet of the Easterly one-half of Lot 134 of the Patterson Ranch, in the County of Ventura, State of California, as per Map recorded in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County.

EXCEPT the Southerly 20 feet thereof.

ALSO EXCEPT one-half of the minerals, oil, gas, or other hydrocarbon substances in and under said land, without, however, any right of surface entry or any right of entry and to the subsurface thereof at a depth of less than 500 feet beneath the surface for the development or removal of said substances, as reserved by Esther Dorothy Sutton, a married woman as her sole and separate property, in Deed recorded on March 31, 1964 as Document No. 21113 in Book 2512, at Page 76 .Official Records, in said Office.

CERRATO PROPERTY (APN 183-0-070-12)

That parcel of land in the County of Ventura, State of California conveyed in the Grant Deed recorded on May 15, 2023 as Instrument No. 2023000033551, of Official Records, and shown on Record of Survey filed in Book 56, at Pages 73 and 74 of Records of Survey, both in the Office of the County Recorder of said County and described as follows:

The East one-half of Lot 134 of the Patterson Ranch as said Lot is designated and delineated upon that certain Map entitled "Map of the Patterson Ranch", in the County of Ventura, State of California, recorded in the Office of the County Recorder of Ventura County, State of California, in Book 8 of Miscellaneous Records (Map) at Page 1.

EXCEPT therefrom the West 224.53 feet.

ALSO EXCEPT the Southerly 20.00 feet thereof as reserved for public road purposes.
AND ALSO EXCEPT therefrom one-half of the minerals, oil, gas, or other hydrocarbon substances in and under said land, without, however, any right of surface entry or any right of entry in and to the subsurface thereof, at a depth of less than 500 feet beneath the surface for the development or removal of said substances, as reserved in the Deed recorded on March 31, 1964 as Instrument No. 21115 in Book 2512, at Page 80, of Official Records, in said Office.

The above described parcels of land are delineated on the attached Exhibit "B".

William T. Hurdle

William T. Hurdle
PLS 5453

8 - 9 - 2024

Date



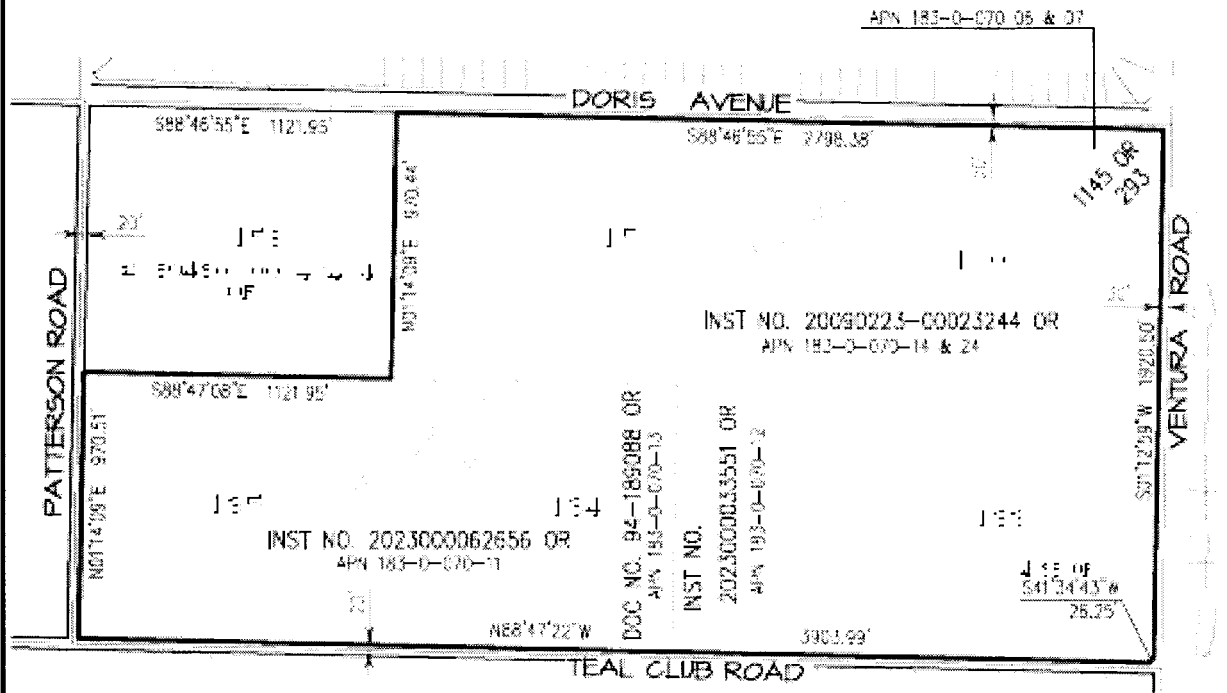
Exhibit B-1

Depiction of Teal Club Specific Plan Property

EXHIBIT "B"

SHEET 1 OF 1

(APN'S: 183-0-070-06, 07, 11, 12, 13, 14 & 24)

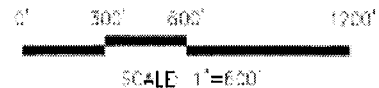


SURVEYOR'S NOTE

THE COURSES AND DISTANCES SHOWN HEREON REFLECT RECORD DATA PER THE WRITTEN DEEDS, AND ARE NOT THE RESULTS OF A FIELD SURVEY, OR MATHEMATICALLY CLOSED BOUNDARY SURVEY.

LEGEND

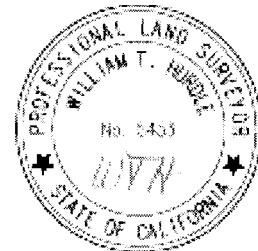
APN ASSESSORS' PARCEL NUMBER
MR MISCELLANEOUS RECORD
OR OFFICIAL RECORDS



HATCHED AREA DENOTES LAND
DESCRIBED IN THE ATTACHED
EXHIBIT "A"

William T. Hurdle
WILLIAM T. HURDLE
PLS 5453

8-9-2024
DATE



JENSEN DESIGN & SURVEY, INC. 1572 DONLON STREET, VENTURA, CA 93003 (805) 654-5977

Exhibit C

Resolution No. 10,272 of City of Oxnard Concerning Credit in Lieu of Payment

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 10,272

A RESOLUTION OF THE CITY OF OXNARD ESTABLISHING A POLICY
CONCERNING CREDIT IN LIEU OF PAYMENT FOR FACILITIES
FEES AND REIMBURSEMENT FOR CONSTRUCTION OF PLANNED FACILITIES
FOR DRAINAGE, WASTEWATER, TRAFFIC CIRCULATION, AND WATER SYSTEMS.

WHEREAS, Division 1 of Article V-A of Chapter 27 of the Oxnard City Code provides that a person may receive credit in lieu of payment of facilities fees; and

WHEREAS, Division 1 of Article V of Chapter 27 of the Oxnard City Code provides that a subdivider required to install improvements containing supplemental capacity shall be reimbursed for that portion of the cost of the improvements, including an amount attributable to interest, in excess of the construction required for the subdivision;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES AS FOLLOWS:

1. Credit in lieu of payment of facilities fees and cash reimbursements provided herein shall be available to persons constructing drainage, wastewater conveyance, wastewater treatment, traffic circulation, and water facilities as a condition of development or subdivision, which are consistent with the City's master plans.

2. For the purposes of this resolution, the word "facilities" and the phrase "type of infrastructure" shall mean drainage, wastewater conveyance, wastewater treatment, traffic circulation, or water facilities constructed within the City.

3. When a person is required by the City to construct facilities consistent with the City's master plans, the cost of such facilities shall be either credited to such person in lieu of the payment of facilities fees or reimbursed to such person by the City.

4. The amount of the credit in lieu of payment of facilities fees shall be limited to the person's actual engineering and construction costs to construct the facilities and shall not exceed the amount of the estimated facilities fees. Facilities fees estimates shall be determined by the City by assuming the highest and best use of the parcels under the approved zoning at the time of subdivision map recordings. The actual engineering and

Resolution No. 10,272
Page 2

construction costs to construct the facilities shall be determined by the City based on and limited to unit costs and items established and revised from time to time by the Public Works Director.

5. A person who provides master planned facilities containing supplemental capacity, as provided in Section 27-79.1 of the Oxnard City Code, will be eligible for reimbursement based on the cost of the facilities used in calculating the facility fees in effect at the time of related map recordation; provided, however, that if the development is subject to a development agreement limiting or freezing facility fees, the person will be eligible for reimbursement based on the cost of the facilities used in calculating the facility fees in effect at the time of the development agreement, or as otherwise provided in the development agreement.

6. The person who provided the master planned facilities for which the credit was earned may use such credits to offset the amount of the facilities fees required to be paid by such person when such person receives a building permit. The credit may be used to offset facilities fees up to the full amount of each fee on parcels for which building permits are received by such person, but only with the project for which the facilities were provided, until the credits are exhausted.

7. If the master planned facilities were paid for from the proceeds of a special financing district formed after the date of adoption of Resolution No. 9797, September 19, 1989, such as an Assessment District or a Community Facilities District, then reimbursements or credits will be made pursuant to Resolution No. 9797 as follows:

(a) Any reimbursement will be paid to the bond redemption fund.

(b) Any in-lieu of fee credit will be granted to the properties which are assessed or taxed through the special financing district and will be applied only to future fees for those properties.

8. Whenever facilities fees are paid by others than the person with the credit for that subdivision, the City shall pay to such person with the credit the amount of the facilities fees paid until the credit is exhausted.

9. Any credit in lieu of payment of facilities fees or payment by the City pursuant to paragraph seven, shall apply only to each specific type of infrastructure fee, so that the cost of one type of conditioned infrastructure shall not be accepted as credit in lieu of payment of the fee for another type of infrastructure. For example, the cost of wastewater conveyance facilities shall be credited only to future wastewater conveyance facility fees, and not to wastewater treatment, water, drainage, or traffic circulation facilities fees.

10. If a person sells all the remaining undeveloped parcels of a subdivision for which that person earned a credit, such person may assign those credits to the buyer of the parcels by providing to the Public Works Director a written notice of the assignment at the time the sale is completed.

11. Any person required to construct master planned facilities shall be reimbursed by the City for the actual engineering and construction costs in excess of the estimated facilities fees, as described above. The City shall usually spread reimbursements over a period of one to ten years, with each annual disbursement being limited to the greater of twenty thousand dollars (\$20,000) or ten per cent (10%) of the original reimbursement amount. The City will pay interest on outstanding balances during a fiscal year at a rate determined by the Finance and Management Services Director based on the average for the fiscal year of the rates paid by the Local Agency Investment Fund.

12. When a person is required to provide supplement capacity in non-master planned facilities as part of the subdivision conditioning process, the City shall enter into an agreement with such person to provide reimbursement pursuant to Section 27-79.1 of the Oxnard City Code.

13. No credit or reimbursement shall be made unless a written request therefore is made to the Director of Public Works.

14. This resolution shall become effective on December 23, 1991.

15. Any person who owned a parcel on June 7, 1988, within a subdivision with a final map recorded on or before June 7, 1988, shall retain any credits in the amount that would have been assigned to the parcel under the policy in effect prior to June 7, 1988. After June 7, 1988, if such parcel is sold, the credit shall be retained by the owner as of June 7, 1988.

Resolution No. 10,272
Page 4

16. Resolution No. 9666, adopted March 28, 1989, is hereby repealed effective on the date this resolution becomes effective.

PASSED AND ADOPTED this 8th day of October, 1991, by the following vote:

AYES: Councilmembers Takasugi, Furr, Lopez, Maron

NOES: None

ABSENT: None

ABSTAIN: Councilman Plisky


NAO TAKASUGI, MAYOR

ATTEST:


NAO PLISKY, CITY CLERK

APPROVED AS TO FORM:


GARY L. GILLIG, CITY ATTORNEY

Exhibit D

Reimbursement Policy Statement



Development Services Department Master Planned Improvement Reimbursement Policy

DATE: July 6, 2010 (Updated 3/15/2017)
TO: Development Community
FROM: Development Services Manager
City of Oxnard
SUBJECT: Policy Concerning Requests for Credit In-Lieu of Payment for Facilities Fees and Reimbursement for Construction of Planned Facilities for Drainage, Wastewater, Traffic Circulation and Water Systems under City Resolution 10,272

I. BACKGROUND:

New development within the City results in the need to provide new or upgraded infrastructure (Wastewater, Water, Storm Drain, and Traffic) to provide the necessary capacity to serve these new developments. The City has prepared Citywide Master Plans for the Oxnard Wastewater, Water and Storm Drain systems that forecast the necessary "master-planned" improvements and associated costs to serve new development. The City has run computer traffic models and prepared cost estimates of the traffic improvements needed to mitigate the traffic impacts of new development. Based on these cost estimates, the City Council has determined the average cost impact of various types of new development on the City's infrastructure and implemented corresponding infrastructure impact fees to offset these impacts. These impact fees are imposed on new developments at the time building permits are issued. These fees are kept in separate accounts to be used to construct corresponding master-planned facilities.

Projects are sometimes conditioned to construct infrastructure improvements that are necessary to provide capacity to serve that project. If these conditioned improvements are determined to be master-planned improvements, the developer that constructed them is eligible to receive credits ("Fee Credits") for the construction costs that can be used to offset the corresponding impact fee. If the cost of the improvements exceeds the impact fees for full build-out of the project, then the developer is eligible to receive reimbursement ("Excess Reimbursement") for the excess costs.

II. POLICY:

The City Council of the City of Oxnard enacted Resolution ("Resolution") 10,272 to establish

guidelines for implementation of the Fee Credit and Excess Reimbursement processes. The resolution states the following general guidelines:

- a) Fee Credits in lieu of payment of facilities fees and Excess Reimbursements shall be made available to developer constructing the master-planned facilities.
- b) The reimbursable engineering and construction costs to construct the master-planned facilities shall be determined by the City based on, and limited to, unit costs and items established and revised from time to time by the City.
- c) Fee Credits can only be used for building permits within the project for which the master-planned facilities were provided.
- d) Fee Credits in lieu of payment can only be used for the specific type of infrastructure fee for which a credit was received. (e.g. Fee Credits for master-planned water improvements can only be used to offset water conveyance fees and not against traffic impact fees)
- e) Excess Reimbursement shall be paid out at 10% per year or \$20,000 per year whichever is greater. Interest on the outstanding balance shall accrue at the rate determined by the Finance Director based on the average for the rates paid by the Local Agency Investment Fund. ("LAIF")
- f) No Fee Credit or Excess Reimbursement shall be made unless a written request is made to the City.

III. IMPLEMENTATION:

The City has determined, in accordance with resolution 10,272:

- Reimbursement unit costs shall be established based on a developer providing a minimum of 3 competitive bids that include quantities and unit prices for each item of work. (e.g. 344 LF of 6" curb at \$6.32 per LF)
 - This policy statement establishes which items of work are to be considered as reimbursable. (See "Reimbursable Items of Work" below)
 - It is strongly recommended that a reimbursement request preparer meet with Development Services staff prior to beginning preparation of the reimbursement submittal package to discuss the specific reimbursements and receive additional project specific advice.
- a) **SUBMITTAL CHECKLIST:** (minimum requirements – additional items may be required based on project specific issues)
- ☐ Submittal shall be in bound format with dividers and a table of contents (3-ring binders work well to allow addition/replacement of pages)
 - ☐ Copies of applicable approved sheets from construction drawings with reimbursable items highlighted in various colors (e.g. curb in red, asphalt in blue, sidewalk in yellow)
 - ☐ Spreadsheet with a quantity take-off for reimbursable items on a sheet-by-sheet basis (e.g. Sheet 14 of 28 - 345' of 6" curb/18" gutter) This format allows for easy checking of quantity take-off numbers
 - ☐ Copies of 3 independent bid proposals for all reimbursement items. Bid proposals can be separated by construction type (e.g. paving, landscaping, or engineering) but all items

must have 3 proposals that are signed and dated.

- ☐ Copies of design professional contracts should have a separate line item for design of the master-planned improvements
- ☐ A spreadsheet(s) comparing submitted bids (broken up by infrastructure type) with subtotals and grand totals as appropriate
- ☐ Copy of signed contract with low bidder
- ☐ Executed copies of any change orders processed during construction. Large change orders may require multiple bids.
- ☐ Proof of full payment to the contractor (and design professionals) for all work associated with reimbursement request
- ☐ Additional documentation that preparer deems helpful in processing of reimbursement request

b) REIMBURSABLE ITEMS OF WORK:

- Must be a master-planned improvement
- Must be permanent (transitional traffic striping or an asphalt sidewalk are temporary)
- Nothing that primarily serves a private use (e.g. a left-turn pocket on a primary arterial that serves a commercial shopping center would not be reimbursable)
- Laterals off a master-planned pipelines (including fire hydrants) are not reimbursable
- Sidewalk, curb, gutter and similar improvements shall be calculated to center of curb return when the connecting street is not also a master-planned street
- **NON-REIMBURSABLE GENERAL ITEMS** - The following items are specifically identified as not reimbursable under this program:

- i) Premiums on Bonds
- ii) As-built processing costs
- iii) Overhead/Profit
- iv) City License
- v) Field Office
- vi) Supervision
- vii) City fees

- **REIMBURSABLE ITEMS** – The following items are generally reimbursable:

a) **Water:**

- i) Pipeline
- ii) Fittings (Tees, crosses, ells)
- iii) Valves
- iv) Reducers
- v) Blowoffs, airvacs
- vi) Engineering

b) **Wastewater:**

- i) Pipeline
- ii) Manholes
- iii) Manhole ring and cover

iv) Engineering

c) ***Storm Drain:***

- i) Pipeline
- ii) Manholes
- iii) Junction Structures
- iv) Headwalls
- v) Engineering

d) ***Traffic:***

- i) Curb, curb/gutter
- ii) Sidewalk
- iii) AC/Base
- iv) Median landscaping (parkway landscaping is not eligible)
- v) Median stamped concrete
- vi) Traffic Interconnect Conduit and wire
- vii) Signage and striping
- viii) Traffic Signals
- ix) Street lighting
- x) Engineering (Civil and Traffic)
- xi) Offsite (non-frontage) right-of-way

c) **FINAL APPROVAL:**

- When a final determination is made regarding Fee Credit and Excess Reimbursement amounts, the City will issue a letter memorializing the amount of reimbursable work and the method and timetable for reimbursement.
- The following must be complete prior to issuance of a final determination letter:
 - ☐ Acceptance of improvements by the City
 - ☐ Approval of reimbursement amounts
 - ☐ Approval of "As-Built" plans for the project



REIMBURSEMENT POLICY ACKNOWLEDGEMENT

NOTICE TO DEVELOPER (Please sign and return)

Master-planned infrastructure is subject to Fee Credit or Excess Reimbursement in accordance with City Resolution 10,272 and the City's Master-Planned Improvement Reimbursement Policy ("reimbursement policy"). Developer acknowledges receiving a copy of the City reimbursement policy. Developer is specifically reminded that the reimbursement policy requires developer to obtain a minimum of 3 competitive bids with unit prices for all work for which reimbursement will be requested. Developer will be reimbursed using unit prices from the low bidder based on a quantity take-off of the reimbursable work. Items of work that are reimbursable are generally outlined in the reimbursement policy.

Public improvements are public work, as defined in Chapter 1 of part 7 of Division 2 of the Labor Code, to which Labor Code section 1771 applies. Developer shall comply with all requirements of law applicable to such construction.

Read and Acknowledged:

By (Developer):

_____(Signature) _____(Date)
_____(Print Name and Title)
_____(Company) _____(Project Planning Permit No.)

Revised 03/2017

Exhibit E

Local Preference Program for Phase 1 of Teal Club Specific Plan

(Local Buyer and Local Hire Preferences)

Local Preference Program for Phase 1 of Teal Club Specific Plan

(Local Buyer and Local Hire Preferences)

Program Intent: The City's Housing Element calls for the development of additional housing available to the City's residents and workforce who may be forced to travel long distances or live outside the community in which they work. The approval and build out of the Project will result in the development of up to 614 additional for sale housing units. The City and Developer agree that the implementation of this local preference program for the for sale housing units initially developed within the Property will help increase the availability of these new residences to persons who live or work within the City, including persons with documentation of current residency or employment within the City ("**Local Buyers**").

In addition, this local preference program will require the builders who construct the initial for-sale housing within each Planning Area within the Project (collectively, the "**Initial Builders**") to implement a methodology, subject to the City's reasonable approval, that facilitates the hiring of those local contractors, employees, and tradespeople that have a place of business located within the County of Ventura and who the Initial Builders determine have the necessary qualifications and who are selected on a competitive bid basis ("**Local Workers**").

Under the portion of this local preference program applicable to the sale of housing within the Project, the Initial Builders will be required to undertake commercially reasonable steps to market and promote the availability of for-sale housing within their Planning Area offered by such Initial Builder to Local Buyers for a priority period of a minimum of thirty (30) days prior to the initial general release of the residences within the applicable Planning Area for sale. As a result of this marketing program, the local preference housing program is intended to promote the access of Local Buyers to these new residences and to reduce the influence of out-of-area investors on housing choice and availability that would otherwise occur. Such enhancement of the availability of new housing in the City to Local Buyers is part of the City's strategy for resolving the current imbalance between jobs and housing.

Local Preference Program Requirements:

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Local Buyers. Initial 30-Day Marketing Period to Local Buyers. To the extent and so long as permitted by applicable law, Developer hereby agrees, for itself and the Initial Builders, that all new for sale residential units constructed by an Initial Builder within a Planning Area shall be marketed first to Local Buyers for a minimum period of thirty (30) days. In connection with the foregoing, each Initial Builder shall implement a marketing plan intended to accomplish the following goals and criteria:

- Advance marketing to Local Buyers, such as through local media, presentations to local groups, and other marketing efforts geared to potential Local Buyers, for a minimum of 30 days prior to the initial release of any for-sale residences constructed by such Initial Builder to the larger market. The advance marketing shall instruct potential Local Buyers how to register their names on a priority interest list.
- Maintaining an on-going interest list composed of Local Buyers (“**Local Buyer Preference List**”) who have expressed interest in the purchase of a new residence from the affected Initial Builder within its Planning Area. Each Initial Builder shall maintain a separate interest list for its Planning Area, and shall add Local Buyers who subsequently express interest to the Initial Builder in purchasing within the applicable Planning Area to the Local Buyer Preference List for that Planning Area. Each of the Initial Builders also agree to add to its Local Buyer Preference List the names of additional Local Buyers that are provided by the City of Oxnard.
- The Initial Builders will initially limit the purchase of units within their Planning Area to Local Buyers for a period of 30-days following the initial availability of for-sale units within that Planning Area (the “**Initial Local Marketing Period**”). Following this Initial Local Marketing Period for each Planning Area, any Local Buyers that could not be accommodated during the initial 30 day period due to a lack of available housing units, shall remain on the Local Buyer Preference List, and those Local Buyers, together with any other Local Buyers thereafter added to the Local Buyer Preference List, shall be informed of the projected release date of any subsequent residential phases within the Planning Area by the Initial Builder not less than 30 days before the planned release of such subsequent residential phase for purchase by the general public. Following such notification of the pending release of a new phase of homes, the Initial Builders will be required to provide those Local Buyers then on their Local Buyer Preference List a minimum of 30 days to notify that Initial Builder of their continuing interest in the purchase of a home within their Planning Area and to become financially qualified for purchase of the residential unit that the Local Buyer has selected and to confirm the Local Buyer’s documented status as a Local Buyer. Following the 30 day Initial Local Marketing Period and following the expiration of the 30 day advance notice of the release of any subsequent phase of development, any residential units that are not under contract or reserved for purchase by a Local Buyer at the end of such 30 day period shall be available for purchase by any member of the public without further restriction or priority on a first come, first served basis. Any Local Buyer on the Local Buyer Preference List who is determined to lack the necessary financial qualifications to proceed with purchase of its chosen residence will be removed from the Local Buyer Preference List upon such

determination, and the Initial Builders shall have no obligation to thereafter continue to maintain such person on the Local Buyer Preference List.

- Each Initial Builder will conduct affirmative outreach as described above to Local Buyers for the first 30 days of the Initial Local Marketing Period applicable to its Planning Area . The Initial Builders will use local marketing channels to advertise the availability of the new residences, including use of such tools as direct mail, email, online and social media ads, radio, TV, promotional events, and outreach to local real estate agents, brokers, and realtors, and other standard, local commercial marketing tools, as applicable and appropriate. The Initial Builders agree that all marketing tools used in the first 30 day Initial Local Marketing Period will be limited in scope so that they are intended to target only Local Buyers. City agrees to assist with the coordination of local outreach as well upon request, including through the Chamber of Commerce and the City's economic development efforts, and thereby amplify the reach of the local marketing efforts of the Initial Builders.
- Each Initial Builder will also host at least two events during the Initial Local Marketing Period applicable to its Planning Area in order to promote the availability of its new residences to Local Buyers.

The above requirements constitute the standard Local Buyer program requirements. Each Initial Builder within a Planning Area will have the option of either implementing this standard program or crafting an alternative program, tailored to the builder's portion of the Project, with such alternative program subject to the City's approval before issuance of the first building permit to that Initial Builder with respect to the applicable Planning Area. The City's approval shall be based upon its determination that the alternate program provides the same or a higher level of local preference as the existing program. Each Initial Builder shall also provide a copy of the proposed alternative program to the City Attorney's office of the City by mail and email. The City shall respond in writing to any such Initial Builder request for modification to the standard program within ten (10) business days after receipt of such request. Failure to respond within this period shall be a deemed approval of the submitted request. Each Initial Builder may also apply to the City for written certification of its compliance with the Local Buyer program requirements at any point during the implementation of the Local Buyer program in order to confirm its on-going compliance, with a copy provided to the City Attorney's office of the City by mail and email. The City shall respond to any such request and confirm compliance, if applicable, within ten (10) business days after receipt of such request. Failure to respond within that ten (10) day period shall be deemed to be a confirmation of compliance. Following certification of compliance, the Initial Builder's compliance with the local preference requirements shall be conclusively deemed to be established with respect to the period covered by that certification.

Local Workers. The Initial Builders shall be further required to establish and implement a reasonable methodology, subject to the City's reasonable approval, for identifying and facilitating the use of Local Workers on the construction of their portion of the Project. The details of the initial standard program targeting Local Workers will be subject to approval by the Developer and the City prior to issuance of the first grading permit for the Property. The

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Developer shall also provide a copy of the initial program to the City Attorney's office of the City by mail and email. The City shall respond in writing to any submission by the Developer concerning the terms of the standard Local Worker program within ten (10) business days after receipt of such request. Failure to respond within this period shall be a deemed approval of the submitted request. The Initial Builders will be required to include confirmation of compliance with the Local Worker program requirements for the prior year as a part of their annual reporting required under the Development Agreement during their construction within the Project. The Local Worker program shall include provisions intended to inform Local Workers, local contractors' associations, and other similar local organizations of tradespeople about the contracting and employment opportunities at the Project prior to the commencement of that work. Each Initial Builder shall either implement the standard program which has been preapproved by the City, or it may elect to craft an alternative Local Worker program, tailored to the Initial Builder's portion of the Project, with such alternative program subject to approval by the City before issuance of the first building permit to that Initial Builder with respect to the applicable Planning Area. Each Initial Builder shall also provide a copy of the alternative program to the City Attorney's office of the City by mail and email. The City shall respond in writing to any such Initial Builder request for modification to the standard program within ten (10) business days after receipt of such request. Failure to respond within this period shall be a deemed approval of the submitted request. The City acknowledges and agrees that, in order to constitute a qualified potential participant in the Local Worker program, any contractor wishing to participate will be required, at a minimum, to be able to satisfy the minimum insurance requirements set forth in Schedule 1 attached to this Exhibit E.

Nothing herein shall preclude the Initial Builders from taking all reasonable actions necessary to facilitate the sale of units within the Project on a timely basis as soon as they become available for purchase subject only to the requirement that such actions must not be inconsistent with the specific timing requirements of this Local Preference Program and applicable law. City and the Initial Builders acknowledge that the operation of the interest list and Local Preference Program have been structured to be compliant with and are intended to be compliant with applicable state and federal laws and such programs shall be subject thereto and to any limitations or restrictions upon such programs imposed by applicable law. The Initial Builders shall, upon request of the City from time to time, update the City on its implementation of the Local Preference Program.

City and the Initial Builders acknowledge that this Local Preference Program will accomplish four important objectives: 1) use new housing as a tool to address the current imbalance between existing jobs and local housing; 2) ensure that the increased housing generated by this development of the Property will allow Local Buyers to reduce their commuting distances, reducing the City's greenhouse gas emissions, improving local traffic and air quality, and contributing to a better quality of life for the community; 3) reduce competition from investors outside of the community in the initial offering and sales of these new residences to Local Buyers during the Initial Local Marketing Period; and 4) provide Local Workers with an enhanced opportunity to contract for and build the new residences and other improvements

contemplated for the Property, with resulting benefit to the surrounding community's economy by adding new local jobs and economic opportunities in addition to the increased housing stock.

The only party with the right to monitor and enforce this local preference program is the City and the City's sole remedy for an alleged violation of this provision shall be injunctive relief; provided that, in no event, shall any pending sale to an innocent third party purchaser be enjoined or delayed based upon a claimed violation of the Local Preference Program or any challenge to the Local Preference Program, and any remedy for a violation of the Local Preference Program or any challenge to the Local Preference Program shall impact only a future sale(s) and not any innocent third party purchaser who has previously entered into a purchase agreement for a residential unit. In any event, all damage remedies are hereby specifically waived and will not apply to the administration and enforcement of this Local Preference Program. The City and Developer acknowledge that there are no intended third party beneficiaries of this program and that Local Buyers and Local Workers shall not have any right or standing to enforce the local preference program against any Initial Builder, and that all enforcement of this program shall be limited to actions of the City. Notwithstanding anything herein that appears to be to the contrary, in no event shall a default or breach of the provisions of this Local Preference Program by one Initial Builder affect the rights or obligations of another Initial Builder and all such rights and obligations shall be separate and distinct and there shall be no cross-default between or among builders. In the event that the City determines that any Initial Builder is not in compliance with the Local Preference Program requirements applicable to that Initial Builder, it shall provide written notice of the claimed violation, identifying the alleged violation(s) with reasonable specificity. The Initial Builder receiving such notice shall then have ten (10) business days to cure such violation, unless such violation would reasonably require more than ten (10) business days to complete such cure, in which event, the Initial Builder shall have such additional time to complete its cure as reasonably necessary so long as such Initial Builder is at all times diligently pursuing the completion of that cure. If the Initial Builder remains in violation of the local preference program following expiration of the applicable cure period, then the City may thereafter bring an action to enjoin any further violation and, if successful, recover its reasonable attorneys' fees incurred in connection therewith.

Schedule 1

Subcontractor shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. **Workers' Compensation:**

Coverage A. Statutory Benefits

Coverage B. Employers' Liability limits of not less than:

Bodily Injury by accident \$1,000,000 each
accident Bodily Injury by disease \$1,000,000 policy
limit Bodily Injury by disease \$1,000,000 each
employee

Where permitted by law, coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns.

2. **Commercial Auto Coverage:**

Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than

\$1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos. If Subcontractor does not have any company owned vehicles, hired and non-owned auto coverage for the Subcontractor must be evidenced through a general liability policy or auto liability policy.

3. **Commercial General Liability:**

Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	\$1,000,000
Personal Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

The policy must include:

- a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
- b) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for the greater of ten (10) years following completion of its work or the longest applicable statute of limitations and the statute of repose during which any action may be filed against the primary insured or additional insured.
- c) Standard ISO CG 00 01 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause. The policy shall not contain a Cross Suits Exclusion. .
- d) The work “performed on your behalf by a subcontractor” exception to the “Damage to Your Work” exclusion (Exclusion “I” in Section I of the ISO form CG 00 01). No limitation or restriction of this exception is allowed.
- e) An additional insured endorsement (ISO form CG 20 10 and CG 20 37 or their equivalents) providing ongoing and completed operations coverage naming as additional insured Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns.
- f) If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
- g) The policies shall not exclude any losses unknown to Subcontractor prior to policy inception, regardless of whether the damage constitutes a continuing or progressive loss.
- h) Coverage must be on an occurrence form. Claims Made and Modified Occurrence forms are not acceptable.
- i) Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy
- j) There shall be no residential exclusions, tract housing exclusions, nor any of their equivalents.
- k) The CGL policy may not be subject to a self-insured retention (SIR) or deductible that exceeds \$10,000. Any and all SIRs must be susceptible of being satisfied under the CGL policy through payments made by additional insureds, co-insurers, and/or insureds other than the First Named Insured.

4. Property Insurance:

Subcontractor shall maintain Special Form property insurance (commonly referred to as “all risk” or “special perils” coverage) in an amount equal to the full replacement cost of all Subcontractor’s personal property (for which it has title and/or risk of loss), during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed. In the event that materials or any other type of personal property is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by

unauthorized persons. Subcontractor agrees to hold harmless Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies successors and assigns from any and all claims arising from the possession or use of such personal property and/or equipment.

Subcontractor hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

5. Other Requirements:

- a) Subcontractor must ensure all sub-tier subcontractors comply with all insurance requirements outlined in this exhibit.
- b) All policies must provide thirty (30) days' notice of cancellation to the additional insured(s) in the event of cancellation or non-renewal, and ten (10) days notice of cancellation for non- payment of premium.
- c) All policies must be written by insurance companies whose rating in the most recent AM Best's Rating Guide, is not less than A (-): VII. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefor.
- d) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Subcontractor performed on behalf of Contractor shall be covered by such insurance.
- e) If the Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.
- f) Contractor reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right, whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to procure pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.
- g) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.
- h) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility

shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.

- i) Nothing in this Exhibit shall reduce Subcontractor's obligations under this Contract. Subcontractor's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.
- j) If the Subcontractor maintains broader coverage and/or higher limits than the minimums shown above, Contractor requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Contractor.

6. Changes and Modifications:

Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Contractor.

7. Certificate Holder:

All Certificates of Insurance must be addressed to:

Lennar Insurance
Compliance c/o The Jones
Agency, Inc.

224 W 35th St Ste 500 PMB 137

New York, NY 10001

Jones will send you notification of compliance and/or request for corrections

ATTACHMENT D

FINAL ENVIRONMENTAL IMPACT REPORT No. 2015-01

SEE LINK BELOW

**[HTTPS://WWW.OXNARD.GOV/COMMUNITY-DEVELOPMENT/PLANNING-
ENVIRONMENTAL-SERVICES/ENVIRONMENTAL-POSTINGS](https://www.oxnard.gov/community-development/planning-environmental-services/environmental-postings)**

ATTACHMENT E

GENERAL PLAN CONSISTENCY TABLE

Teal Club Specific Plan 2030 General Plan Consistency Table

The proposed project is consistent with the goals and policies of the City of Oxnard 2030 General Plan. The project was reviewed for consistency with applicable City General Plan policies as outlined in the following table:

According to the consistency procedure outlined in Chapter 9 of the 2030 General Plan, the City has a three-level procedure for determining consistency. The three levels are defined by the relationship between the 2030 General Plan goal and its representative implementing policies and the proposed project. The three levels are:

- I. Direct Applicability to the Proposed Project
- II. Related or Indirect Applicability to the Proposed Project
- III. No or Distant Applicability to the Proposed Project

General Plan Policy	Discussion
Sustainable Community	
SC-3.1. New Residential Development. Encourage incorporation of passive and active energy and resources conservation design and devices in new residential development and substantial remodels and/or expansions.	Level II - Consistent. Mitigation Measures AQ-2(b) and AQ2(c) require that construction and building management contracts for residential development within the TCSP include energy saving requirements mandated by State Green Building Code, as amended during the life of the project. Mitigation AQ-2(c) also required that all structures include passive energy conservation design elements, including building material massing, orientation, architectural elements (deeply recessed windows, eave overhangs, etc.), landscape shading, recycled or low-impact materials, window glazing to increase insulation, and water circulation pumps to reduce water use, and/or similar measures shown to be equally effective. This mitigation measure that applies to all development proposed within the TCSP and within the nine parcels proposed for Annexation.
SC-3.8. Require Use of Passive Energy Conservation Design. As part of the City and Community EAP's, require the use of passive energy conservation by building material massing, orientation, landscape shading, materials, and other techniques as part of the design of local buildings, where feasible.	
SC-3.12. Encourage Natural Ventilation Review and revise applicable planning and building policies and regulations to promote use of natural ventilation in new construction and major additions or remodeling consistent with Oxnard' temperate climate.	Level II - Consistent. Mitigation Measure AQ-2(e) requires all applicants for all projects within the TCSP area and within the nine parcels proposed for Annexation to include natural ventilation in building design plans whenever feasible, as required by the State Green Building Code, as amended during the life of the project.
Community Development	

CD 1.4. Transportation Choices. Promote the application of land use and community designs that provide residents with the opportunity for a variety of transportation choices (pedestrian, bicycle, transit, automobile).	Level I - Consistent. The TCSP consists of traditional neighborhood design components that promote “porch and street orientation” and encourage walking and interaction between residents. High, Medium, and Medium-High Density areas would orient to internal pathways and common areas with connection to the public walking network and to the Urban Village. The Urban Village would be oriented around a public plaza, and would be within walking distance of residential units and readily accessible to a new bus stop on Ventura Road (Section 2.0, Project Description).
CD 1.5. Housing Variety. Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single family units.	Level I - Consistent. The TCSP envisions development of up to 990 residential dwelling units in a variety of densities and product types including both market-rate and affordable housing. In addition to single-family residential units, the TCSP includes single-family courtyard homes, single-family townhomes and multi-family condominiums and apartments (Section 2.0, Project Description).
CD 1.6. Public Facilities. Enhance resident quality of life by providing adequate space for schools, libraries, parks and recreation areas, as well as space for the expansion of public facilities to support the community’s vision.	Level I - Consistent. The TCSP includes a 6.5-acre public (City) Community Park (PA 8) with playground equipment, picnic tables, restrooms, and backstops and fencing for softball/baseball play and soccer use. Within the residential and commercial PA’s, a 6.5-acre community park, a 3.5-acre community park, and a 7.4-acre community park combine for a total of 17.4 park and open space acres. Combined with the Beverly Dr. greenbelt, the TCSP would provide 17.8 gross acres of public parks and open space, about 12% of the project acreage.
CD 1.7. Compact Development. Promote the use of development patterns that are more compactly built and use space in an efficient aesthetic manner as part of the community vision.	Level I - Consistent. High-density residential zones are 30 or more dwelling units per acre and medium-high zones are 18 to 30 dwelling units per acre, as described in the City of Oxnard General Plan 2030. The TCSP would include maximum densities of between 10 and 30 dwelling units per acre. The general distribution of densities for the site is included in the 2030 General Plan Land Use map, and the proposed TCSP generally adheres to that distribution.

CD 1.8. Natural Resource Conservation. Promote a high quality of life within the community, incorporating the retention of natural open space areas, greenbelts, and the provision of adequate recreational facilities.	Level I - Consistent. As discussed in Section 4.4, Biological Resources, the project area does not include any natural open space areas, as it is currently used for agricultural activities and urban development. The project area is adjacent to agricultural areas to the west that are outside of the CURB boundary. Approximately 17.76 acres of open space and parks are proposed within the TCSP area. As discussed in Section 4.12 Public Services and Recreation, this acreage would exceed the required 12 acres of parkland for the project.
CD 1.9. Commute Reduction. Minimize the commuting distances between residential concentrations and employment centers by encouraging the development of mixed land uses in appropriate areas.	Level I - Consistent. High, Medium, and Medium-High Density areas in the TCSP would orient to internal pathways and common areas with connection to the public walking network, the proposed Business Research Park zone (PA 13 and 14), the proposed commercial zones (PA 6 and 7), and the nine parcels south of Teal Club Road which would be rezoned for employment-generating uses.
CD 1.10. Jobs-Housing Balance. Consider the effects of land use proposals and decisions on efforts to maintain an appropriate jobs-housing balance ratio.	Level I - Consistent. The TCSP includes residential uses, as well as retail, office, and a business and research park, which would offer job opportunities to residents. The adopted VCOG 2040 forecast projects a total of 83,328 jobs and 71,602 households for the City of Oxnard by the year 2040. Therefore, the 2040 jobs/housing ratio would be 1.16:1 which is within the range of 1.1 and 1.34 jobs per housing unit, the acceptable jobs/housing ratio range identified by the VCOG (VCOG, May 2008). With the additional 2,651 jobs and net increase of 988 housing units under the proposed Specific Plan, the jobs/housing would change to 1.18:1 (more skewed towards a greater number of jobs than housing units) but would still be within the acceptable jobs/housing ratio. Therefore, the project would not move the City's ratio out of the VCOG range.

CD 1.12. Avoiding Encroaching the Oxnard Airport. Retain land within the airport hazard area as permanent open space as shown on the Land Use Map or otherwise recommended by the County Department of Airports.	Level II - Potentially Consistent. Development of the Specific Plan would place residential and commercial uses within 2,000 feet of the Oxnard Airport runway, potentially exposing people residing and working in the area to safety hazards. However, no habitable development is proposed within the airport's inner or outer safety zone, and as discussed in Section 4.7, Hazards and Hazardous Materials, the probability of an accident occurring in the Plan Area is low. Further, the presence of nearby emergency landing areas would reduce accident hazards. Safety would be further ensured through mitigation measures HAZ-5(a-c). Prior to making a decision on the proposed project, the City of Oxnard must refer the proposed project to the ALUC for review and comment. The ALUC would then review the project for consistency with the Airport Comprehensive Land Use Plan. The City must consider the comments of the ALUC prior to making a decision on adoption of the Specific Plan.
CD 3.1. Neighborhood Preservation. Protect existing residential neighborhoods from the encroachment of incompatible activities and land uses as determined through environmental review and/or determination by the Planning Commission.	Level II - Consistent. The development within the TCSP would be compatible with the existing residential neighborhood located to the north of the TCSP area. The proposed Urban Village would locate residential uses adjacent to the existing residences. Residences to the east are across Ventura Road from the project area, which would provide a buffer from the neighborhood commercial and higher density residential uses proposed in the eastern portion of the TCSP area.
CD 4.1. Mitigate Land Use Conflicts. Mitigate conflicts between commercial and other land uses, especially residential and recreational uses.	Level II - Consistent. Proposed commercial uses in the TCSP would not be located directly adjacent to any existing residential or recreational uses. Existing residences to the east of proposed commercial land use in PA 6 and 7 are across Ventura Road from the project area, which would provide a buffer from the neighborhood commercial uses.
CD 5.1. Industrial Clustering. Encourage the clustering of industrial uses into areas that have common needs and are compatible in order to maximize their efficiency.	Level II - Consistent. The nine parcels (11.4 acres combined) to be Annexed south of Teal Club Road are a mix of vacant land and existing small residential and industrial development. Upon Annexation, these nine parcels would be zoned Light Manufacturing (M-1) by the City of Oxnard and would encourage the clustering of industrial uses. The airport area is designated by the City as an area where industrial uses are allowed. Business and Research Park uses are also proposed for the TCSP area nearest to the airport (PA 13 and 14).

CD 5.2. Compatible Land Use. Ensure adequate separation between sensitive land uses (residential, educational, open space, healthcare) to minimize land use incompatibility associated with noise, odors, and air pollutant emissions.	Level II - Consistent. The proposed industrial component of the Specific Plan would be compatible with existing industrial uses as well as the adjacent agricultural, open space, and residential land uses with incorporation of the mitigation measures specified in Section 4.2, Agriculture. See Section 4.7, Hazards and Hazardous Materials and Section 4.10, Noise for further discussion regarding compatibility. The proposed Business and Research Park uses in PA 13 and 14 would not include heavy manufacturing uses likely to produce incompatible odors.
CD 5.3. Available Services. Encourage industrial activities to locate where municipal services are available including adequate storm drainage and water facilities, as well as easy access to multiple modes of transportation.	Level I - Consistent. The nine parcels (11.4 acres combined) to be Annexed south of Teal Club Road are a mix of vacant land and existing small residential and industrial development. Municipal services currently exist in this area including water and sewer lines. When projects are proposed within the nine parcels and in the TCSP area, they would be required to comply with this 2030 General Plan policy and with existing regulations for stormwater. The project area is accessible to bicycle lanes and bus stops.
CD 5.5. "Green" Major Transportation Routes. Guide industrial development to locate near transportation facilities capable of handling goods movements in an efficient manner without decreasing the level of service on the transportation network or dividing existing neighborhoods.	Level I - Consistent. Industrial development would be located in the vicinity of major transportation routes including Ventura Road, Fifth Street and Victoria Avenue, and would not divide an existing neighborhood, as discussed above under Impact LU-1. The nine parcels south of Teal Club Road proposed for Annexation, which could be rezoned for industrial uses, are located adjacent to the Oxnard Airport, generally surrounded by other industrial land uses and commercial development, and no existing neighborhood is located on either side of the parcels. The parcels are located within 2.5 miles of Highway 101, a major transportation route.

CD 6.1. Agricultural Buffers. Require that agricultural land uses designated for long-term protection and production be buffered from urban land uses through the use of techniques including, but not limited to, greenbelts, open space setbacks, fencing, berming, and windrows.	Level II - Consistent. As described in Section 4.2, Agricultural Resources, and Mitigation Measure AG-2, which requires interim agricultural buffers, Phase 1 would include 91.83 acres of the site and interim agricultural buffers are proposed to allow Phase 2 owners to continue farming indefinitely. Phase I would also include all internal roadway circulation needed to service Phase 1. Proposed agricultural buffers would be 300 feet or 150 feet wide with a double row of appropriate trees (windrows). All proposed Phase 1 roads would be built and operable; residences for lots in the Phase 1 area within 150- foot buffers would not be built until Phase 2 is committed to development. Trespassing, vandalism, and pilferage impacts would be reduced through the development of the Community Park separating agricultural production and proposed urban land uses. Agricultural uses to the west would be buffered by open space planning areas and North Patterson Road. Finally, the community park (PA 10) would provide a buffer between the residential and business park use and agricultural use to the west.
CD 6.2. Agricultural Preservation. Preserve agricultural land and uses within the Oxnard Planning Area unless other uses are allowed	Level II - Consistent. When voters approved the city's Save Open Space and Agricultural Resources ("SOAR") initiative in 1998, the Teal Club site was located inside the urban growth boundary ("CURB").

CD-7.1 Establishment of Urban Villages: Six areas of the City are initially designated as Urban Villages. It is the intent of the Urban Village designation that specific or strategic plans for each area will be prepared in advance of the planning entitlement process. Additional Urban Villages and guidelines may be subsequently adopted by the City Council*. Urban Villages are envisioned as characterized by: • Infill and/or development of formerly agricultural land • Reinvestment in the existing community • Mixture of land uses • Mix of residential densities and housing types • Providing a minimum of 15 percent affordable housing • Location along or near corridors, downtown, and transit nodes • Transit, pedestrian, and bicycle circulation given high priority Teal Club Specific Plan: • Location. Teal Club Road, Patterson Road, Doris Avenue, and Ventura Road. • Land Use. Transit oriented residential with supporting mixed use, schools, parks, and neighborhood commercial services. • Overview. The intent of this urban village is to encourage neotraditional town planning compatible with surrounding uses and the Oxnard Airport with a focus on sustainability by using green building and planning principles, provision of adequate public and semi-public uses, transit-oriented development, and an identity creating entry component facing Ventura Road. A central focus of this development will be in the provision of balanced community with jobs, school, recreation, shopping, and affordable and market-rate housing.	Level I - Consistent. The proposed TCSP would be consistent with the 2030 General Plan's Urban Village policy, as it is one of the areas specifically defined as an Urban Village. The TCSP would provide a mix of land uses including but not limited to commercial, retail, business research, residential, public/semi public uses, and open space. The TCSP envisions development of up to 990 residential dwelling units in a variety of densities and product types including both market-rate and affordable housing (15% affordable). In addition to single-family residential units, the TCSP includes single-family courtyard homes, single-family townhomes and multi-family condominiums and apartments (Section 2.0, Project Description). The TCSP would be located within 2.5 miles of Highway 101, a major transportation route and would provide access to other public transportation options, including Gold Coast Transit buses. The Urban Village would be oriented around a public plaza, and would be within walking distance of residential units and readily accessible to bus pull-out locations on southbound and northbound lanes of Ventura Road which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options. Leasing preferences and incentives may be required so that the Urban Village provides a mix of uses that reduce vehicle trips by residents (Section 2.0, Project Description).
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CD-7.5 Pedestrian and Transit Scale. Design urban village areas to be pedestrian-oriented and transit accessible, incorporating block patterns, walking routes and edges, social orientation of buildings, and streetscapes to provide ease of walking and safety.	Level I - Consistent. The urban village would be oriented around a public plaza, and would be within walking distance of residential units and readily accessible to bus pull-out locations on southbound and northbound lanes of Ventura Road, which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options. One of the project objectives is to create an integrated vehicular, pedestrian and bicycle circulation system that connects residential, industrial, commercial and institutional uses within the project area. The proposed project would involve pedestrian, bicycle, and transit improvements as discussed in Section 2.0, Project Description, and shown in Figure 2-4.
CD-7.6 Connectivity. Provide connectivity to other activity nodes in the form of roadways, transit connections, and bicycle and pedestrian linkages that encourages non-vehicular travel modes. Urban villages should be considered major transit transfer points and have amenities oriented towards transit users.	
CD-7.7 Urban Village Streetscapes and Identification. Include streetscape and signage programs in roadway improvements that provide each area a unique identification and enhance the functionality and beauty of entry corridors. Ensure that planned roadway improvements do not conflict with other policies that encourage pedestrian activities and circulation.	Level II - Consistent. Development under the TCSP, when proposed, would be required to adhere to streetscape and identification programs as defined by the 2030 General Plan.
CD-7.8 Road Design. Reflect the residential and commercial activities of the urban village area by using appropriate roadway widths for road and streetscape design.	Level II - Consistent. Development under the Specific Plan, when proposed, would be required to adhere to road and streetscape design as defined by the 2030 General Plan.

CD-7.9 Infrastructure Compatibility. Ensure new development within each urban village complies with the City's adopted infrastructure master plans and provides fair share contributions towards existing and future improvements necessary to serve the development.	Level II - Consistent. As described in Section 4.14, Utilities and Service Systems, developers of the proposed project would pay fees for the necessary wastewater infrastructure, project developers would design on-site water systems to serve the development, and the proposed project would not significantly impact water or solid waste infrastructure.
CD-7.11 Urban Village Open Space Areas/Parks. Park sizes and locations shall follow City standards and be within walking distance of a majority of the population.	Level II - Consistent. The TCSP would include 17.8 acres of parks and open space, most of which would be located east of Patterson Road. The 7.4-acre park adjacent to Patterson Road would be within walking distance of all TCSP residents, as well as existing residential neighborhoods north and east of the project area.
CD-7.12 Urban Village Collocation with Schools. Promote the collocation of parks with school facilities for the purpose of enhancing available open space and recreation.	Level II - Consistent. The proposed TCSP does not involve collocation of schools and parks; however, the 7.4-acre City Community Park proposed to be located alongside Patterson Road would be near the proposed OSD school site adjacent to the TCSP area.
CD-7.13 Urban Village Trail and Open Space Connections. Include trails (pedestrian and bicycle) and open space areas, where feasible within urban village areas. These facilities shall create a network that links urban villages and other neighborhoods to each other.	Level II - Consistent. The TCSP would include open space areas, including greenbelts along Beverly Drive and Street C. The area adjacent to Patterson Road, nearest to the agricultural uses, would be developed as a 7.4 acre park area, which would be accessible to other neighborhoods.
CD 8.1. Limiting Development. Continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.	Level II - Consistent. See Section 4.14, Utilities and Service Systems. The proposed project is at the edge of the existing service area. It would involve development in an area that, with the mitigation proposed, can be served by existing or planned service systems. Since service does not exist currently, the project is potentially consistent.
CD 8.2. Services. Continue to ensure that public services and facilities are in place at the time of need or prior to the time new development occurs in order to avoid overloading existing urban service systems.	

CD 8.5. Impact Mitigation. Ensure that new development avoids or mitigates impacts on air quality, traffic congestion, noise, and environmental resources to the maximum extent feasible.	Level I - Consistent. See Section 4.3, Air Quality for mitigation measures including energy efficiency design elements and construction requirements that would reduce impacts to air quality to a less than significant level. See Section 4.10, Noise, which includes mitigation measures and concludes that impacts related to noise would be less than significant. See Section 4.13, Transportation and Traffic for mitigation measures related to intersections that would ensure that impacts related to traffic would be less than significant. Other mitigation measures and impacts to environmental resources are discussed throughout this EIR and impacts would be reduced to the extent feasible.
CD 8.7. Community Balance. Create an appropriate balance between urban development and preservation of agricultural uses by promoting development within the CURB while designating land outside the CURB as Resource Protection, Open Space or Agricultural land use, unless otherwise allowed through a CURB amendment and/or exemptions from the SOAR ordinance.	Level II - Consistent. When voters approved the city's Save Open Space and Agricultural Resources ("SOAR") initiative in 1998, the Teal Club site was specifically located inside the urban growth boundary ("CURB") (Specific Plan, July 2013)
CD 8.8. Public Facility Service Areas. Provide appropriate service areas for existing and planned public facilities such as a museum, secondary and elementary schools, fire stations, branch libraries, community centers, parks, and infrastructure utility for support facilities.	Level I - Consistent. Within the residential and commercial Planning Areas are a 6.5-acre community park, a 3.5-acre community park, and a 0.4-acre greenbelt combine for a total of 10.4 park acres. A 7.4-acre City Community Park would also be included in the TCSP to the east of Patterson Road. Public access to the Community Park would be available to all Oxnard residents via Patterson Road. In addition, the property at 1618 Doris Avenue in the TCSP area, which is also within ¼-mile of the proposed Oxnard School District school site.
CD 8.9. Jobs/Housing Balance & Sustainable Communities Strategy (SB 375). Incorporate inter- and intra-city jobs/housing balance in the development of the regional and subregional Sustainable Communities Strategy (SB 375), Urban Village strategy and strategic plans, with the main intent to reduce single-occupancy work-related vehicular trips.	Level I - Consistent. The TCSP would create 2,651 employment opportunities and 988 residential units within a transit-oriented development community. This would potentially reduce single-occupancy work-related vehicular trips by locating employment centers near residences.

CD 8.10. Timing of Large-Scale Development. Consider at an early stage the infrastructure investment needs of large scale developments in order to evaluate these needs as part of long range water supply, conveyance, wastewater, and other relevant planning.	Level II - Potentially Consistent. As described in Section 4.14, Utilities and Service Systems, existing water supply and solid waste conveyance systems would be able to serve the proposed project. Wastewater conveyance systems and an on-site recycled water system would be developed prior to occupancy.
CD 9.4. View Corridor. Preservation. Ensure all public and private investments positively contribute to the overall character of the City by minimizing impacts on important view corridors by creating edge treatments along greenbelt areas and a landscaped buffer corridor of at least 30 feet along designated scenic corridors and other major transportation corridors.	Level II - Consistent. Given the limited extent to which the proposed project would affect scenic vistas (see Section 4.1, Aesthetics), the project would not have a significant adverse impact on scenic vistas.
CD 9.5. Unique Character Preservation. Ensure that new public and private investment maintains the unique coastal and agricultural character of the City.	Level II - Consistent. As discussed in Section 4.2, Agricultural Resources, there was a significant and unmitigable impact associated with the conversion of agricultural land in the 2030 General Plan.
CD 10.1. Human-Scale Development. In the evaluation of development proposals, require urban development on a human scale, by emphasizing the pedestrian experience over the movement and storage of vehicles.	Level II - Consistent. The TCSP would provide for the pedestrian experience. High, Medium, and Medium-High Density residential areas would orient to internal pathways and common areas with connection to the public walking network and to the urban village component.
CD 10.2. Neighborhood Themes. In the evaluation of development proposals, require neighborhood themes and principles of design, such as neotraditional town planning, which include central parks, schools, and community and commercial facilities, strong pedestrian orientation and de-emphasis of automobile related elements in new development projects.	Level II - Consistent. The TCSP would emphasize the neighborhood themes. High, Medium, and Medium-High Density areas would orient to internal pathways and common areas with connection to the public walking network and to the urban village. Small parks or "greenbelts" would be located along major roadways within the TCSP area, including on Beverly Drive and Street C. The TCSP also includes a Community park.

CD 11.3. Protect and Enhance Cultural Resources. Ensure that new public and private investment protects and enhances Oxnard's existing cultural resources, traditional neighborhoods, and historic districts, to the extent feasible.	Level II - Consistent. See Section 6.0, Effects Found Not to be Significant. There are no officially designated historic resources or known cultural resources on or adjacent to the project area.
Infrastructure and Community Services	
ICS 1.2. Development Impacts to Existing Infrastructure. Review development proposals for their impacts on infrastructure (e.g., sewer, water, fire stations, libraries, streets) and require appropriate mitigation measures to ensure that proposed developments do not create substantial adverse impacts on existing infrastructure and that the necessary infrastructure will be in place to support the development.	Level II - Consistent. The proposed project includes payment of wastewater infrastructure fees to ensure that infrastructure would be in place to support development. The project also includes development of on-site water systems. The project area is on the edge of the existing service area for utilities and water and sewer lines are located near the project area. The applicant would also be required to fund development of an additional fire station, fire engine, and staff to provide fire/emergency services to the project area (Mitigation Measure PS-1). See Section 4.12, Public Services and Section 4.14, Utilities and Service Systems for a discussion of existing and proposed infrastructure.
Circulation	
ICS 2.5. Mitigate Impacts on County Roads. Require new development to contribute to the enhancement of Ventura County-maintained roads based on an updated City/ County Memorandum of Understanding.	Level II - Consistent. Intersection improvements and payment of standard traffic impact fees would be required as described in detail in Section 4.13, Transportation and Traffic.
ICS 3.3. New Development Level of Service C. Determine as part of the development review and approval process that intersections associated with new development operate at a level of service of "C" or better. The City Council may allow an exception to level of service "D" in order to avoid impacting private homes and/or businesses, avoid adverse environmental impacts, or preserve or enhance aesthetic integrity.	Level II - Consistent. The proposed project would include improvements to ensure that the project does not result in a level of service lower than "C." See Section 4.13, Transportation and Traffic and mitigation measures T-1(a-h) and T-2(a-h) for specific details regarding the affected roadways and intersections.

ICS 6.1. Transit Facilities for New Developments. Include transit facilities such as bus benches, shelters, pads or turnouts, where appropriate.	Level I - Consistent. Enhanced bus facilities on Ventura Road are included in the proposed plan. This would include multiple bus pull-out locations and bus shelters on southbound and northbound lanes of Ventura Road, which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options.
ICS 7.3. Travel Patterns. Promote compact, mixed use development patterns that compliment and encourage TDM programs, pedestrian and bicycle travel, and transit use.	Level II - Consistent. A business/research park on the south side of the TCSP area would provide jobs within walking distance of area residents and the urban village would be oriented around a public plaza, and be within walking distance of residential units, as well as readily accessible to a new bus stop on Ventura Road. Fees would be paid to a TDM program, as described in Section 4.3, Air Quality Mitigation Measure AQ-2(a). The proposed density would be relatively compact for airport-adjacent areas.
ICS 8.4. New Development Requires Bicycle Improvements. Where designated, require proposed developments to include bicycle paths and / or lanes in their plan and to clearly indicate possible bicycling hazards such as speed bumps and storm drain inlet grates in parking lots.	Level I - Consistent. When submitted to the City, bike path design and alignment would be reviewed for appropriate safety elements. (See Figure 2-4 in Section 2.0, Project Description, for proposed pedestrian, bicycle, and transit improvements).
ICS 10.2. Oxnard Airport Compatible Land Use. Continue to ensure that the land use and zoning adjacent to Oxnard Airport is compatible in order to minimize potential noise and safety problems.	Level II - Potentially Consistent. Only a small portion along the southern boundary in the western half of the TCSP area would be within the 60 dBA CNEL contour. This portion is proposed for a retention basin and business park uses, which would be compatible with potential noise from the Oxnard Airport. The light manufacturing uses that could be located on the nine parcels south of the TCSP area would be compatible with the noise levels associated with the Oxnard Airport (see Section 4.10, Noise). The proposed TCSP area and additional Annexation area are both within the Oxnard Airport's traffic pattern zone (TPZ) and are subject to height restrictions. Development of the Specific Plan would place residential and commercial uses within 2,000 feet of the Oxnard Airport runway, potentially exposing people residing and working in the area to safety hazards. However, the probability of an accident occurring in the Plan Area is low. Further, the presence of nearby emergency landing areas would reduce accident hazards. Safety would be further ensured through mitigation measures HAZ-5(a-c). See Section 4.7, Hazards and Hazardous Materials for further discussion.

ICS 11.6. Water Conservation and/or Recycling Connection as Mitigation. Require the use of water conservation offset measures (efficient low flow fixtures and irrigation systems, drought tolerant landscaping, leak detection programs, water audits, and public awareness and education programs) and/or proportional contributions to recycled water production and/or conveyance infrastructure related to the GREAT Program as mitigation for water supply shortage as determined by a Water Supply Assessment, CEQA documentation, or similar analysis as part of new or master plan development review.	Level II - Consistent. TCSP buildout is proposed to be “water neutral” so that future water demand would not exceed the proposed transfer of water rights. To provide adequate potable water for the TCSP project, the existing agricultural water rights within the TCSP area would be transferred for municipal and industrial uses to the City of Oxnard. All TCSP development water needs for which recycled water use is appropriate would be connected to the City’s Ventura Road recycled water distribution pipeline. Recycled water would be used, at a minimum, for all landscape irrigation and other water conservation measures would be required by mitigation measures UTIL-3(c) and UTIL-3(d). See Section 4.14, Utilities and Service Systems for further discussion of water conveyance.
ICS 11.7. Water Wise Landscapes. Promote water conservation in landscaping for public facilities and streetscapes, residential, commercial and industrial facilities and require new developments to incorporate water conserving fixtures (low water usage) and water efficient plants into new and replacement landscaping.	Level II - Consistent. Recycled water would be used, at a minimum, for all landscape irrigation, provided that the Utilities Department extends the recycled water facilities an extension of services to the project area is approved. Development within the TCSP area and the nine Annexed parcels would be required to adhere to Oxnard City Code (OCC) Chapter 22 Water, Section 22-243 Compliance Requirements, which requires that the landscape area of projects proposing commercial or industrial uses shall be designed without the use of turf and with 100% water wise plants. The landscape area of single-family residential, and multi-family residential projects shall be designed with no more than 40% of the landscaped area in turf or plants that are not water wise plants. Mitigation Measure AQ-2(d) requires implementation of passive energy conservation design techniques such as water conserving fixtures; other water conservation measures would be required by mitigation measure UTIL-3(c) for exterior water conservation.
ICS 11.12. Water for Irrigation. Require the use of non-potable water supplies for irrigation of landscape and agriculture, whenever available.	Level II - Potentially Consistent. Recycled water would be used, at a minimum, for all landscape irrigation, provided that the Utilities Department extends the recycled water facilities to the project area.

ICS 13.2. Adequate Storm Drains and NPDES Discharge Treatment. Provide storm drainage facilities with sufficient capacity to protect the public and property from the appropriate storm event and strive to meet storm water quality discharge targets set by NPDES and related regulations.	Level II - Consistent. The site would generally drain into new storm drains within Teal Club Road and Patterson Road, with additional storm water management provided by the proposed retention and on-site infiltration areas shown on the Land Use Plan (Figure 2-3) as “storm water treatment” areas. The precise configuration of the drainage system would be determined with the review and approval of each phase of the Specific Plan. All facilities within the TCSP area would be funded, permitted, and maintained by a Master Property Association, Community Facilities District, or other private entity as approved by the City. Implementation of the TSCP and buildout of the nine additional parcels would be required to comply with local, state and federal water quality and discharge requirements.
ICS 13.3. Stormwater Detention Basins. Design stormwater detention basins to ensure public safety, to be either visually attractive or unobtrusive, provide temporary or permanent wildlife habitats, and recreational uses where feasible in light of safety concerns.	Level II - Consistent. The proposed project would include underground drain pipes and detention basins. The detention basins and infiltration areas would be located along the southern portion of the TCSP area, adjacent to Teal Club Road and the Business Research Park. The location would be visually unobtrusive.
ICS 13.4. Low Impact Development. Incorporate low impact development (LID) alternatives for stormwater quality control into development requirements. LID alternatives include: (1) conserving natural areas and reducing imperviousness, (2) runoff storage, (3) hydromodification (to mimic pre-development runoff volume and flow rate), and (4) public education.	
ER 1.1. Protect Oxnard’s Natural and Cultural Resources. Protect the City’s natural resource areas, fish and wildlife habitat, scenic areas, open space areas, parks, and cultural and historic resources from unnecessary encroachment or harm and if encroachment or harm is necessary, fully mitigate the impacts to the maximum extent feasible.	Level II - Consistent. No natural resource areas, habitat, historic resources, or other natural or cultural resources are located adjacent to the project area; therefore, no encroachment would occur. Nesting birds and/or monarch butterflies, as well as irrigation ditches that may be biological resources would be mitigated to the maximum extent feasible under mitigation measures as described in Section 4.4, Biological Resources.

ER 1.2. Protect Surrounding Agriculture and Open Space. Protect open space and agricultural uses around Oxnard through continued adherence to the Guidelines for Orderly Development, Ventura County Greenbelt programs, the Save Open-Space and Agricultural Resources Ordinance, and other programs or policies that may subsequently be adopted such as the SB 375 Sustainable Communities Strategy.	Level II - Consistent. Implementation of the TCSP and Annexation of the nine parcels would not encroach upon agricultural areas to the west of the site. Interim agriculture buffers, as described in Mitigation Measure AG-2, would protect agricultural land on the project area during and after development of Phase 1 and before development of Phase 2. See Section 4.2, Agricultural Resources for a more detailed discussion
ER 2.3. Promote Areas for Open Space. Reserve, preserve, and promote areas particularly suited for open space/recreational uses. Appropriate public access to these resources shall be preserved, enhanced, restored, and properly controlled.	Level I - Consistent. Within the residential and commercial PA's, a 6.5-acre community park, a 3.5-acre community park, and a 0.4 acre greenbelt combine for a total of 10.4 park acres. A 7.4-acre City Community Park would also be included in the TCSP to the east of Patterson Road. Public access to the Community Park would be available to all Oxnard residents via Patterson Road.
ER 3.2. Review of Development Proposals. Review development proposals in accordance with applicable Federal, State, and local statutes protecting special-status species and jurisdictional wetlands and be open to requiring greater protection.	Level II - Consistent. As discussed in Section 4.4, Biological Resources, there are no special-status species or known jurisdictional wetlands on the project area. Nesting birds and monarch butterflies would be protected through mitigation measures as described in Section 4.4, Biological Resources.
ER 3.5. Reduce Construction Silt and Sediment. Require that construction-related silt and sediment be minimized or prohibited to minimize temporary impacts on biological resources.	Level II - Consistent. As described in Section 4.8, Hydrology and Water Quality, compliance with NPDES Construction General Permit and the City of Oxnard ordinance requiring implementation of a Stormwater Pollution Control Plan would ensure that impacts on biological resources would be minimized.
ER 5.5. Abandoned Water Wells and Transfer of Water Rights. Require immediate capping of abandoned water wells at the time of abandonment and where appropriate and feasible, require and accept transference of water rights to the City.	Level II - Consistent. One well currently exists on the project area. The existing agricultural water rights on the site would be transferred to the City as part of the proposed Annexation under applicable rules of the Fox Canyon Groundwater Management Agency.

ER 5.7. Minimizing Paved Surfaces. Require minimization and/or permeability of paved surfaces in new developments and replacement paving, where feasible	Level II - Consistent. The TCSP includes greenbelts and parks throughout the TCSP area, as well as detention basins located along the southern boundary of the TCSP area. Impermeable surfaces, including buildings, surface parking lots, and streets do not exceed requirements. See Section 4.8, Hydrology and Water Quality for more details.
ER 6.1. Incorporate Views in New Development. Preserve important public views and viewsheds by ensuring that the scale, bulk and setback of new development does not significantly impede or disrupt them and ensure that important vistas and view corridors are enhanced. Require development to provide physical breaks to allow views into these vistas and view corridors.	Level II - Consistent. As discussed in Section 4.1, Aesthetics impacts to scenic views would be less than significant. Many of the views currently available from in and around the project area would continue to be accessible via internal streets and across the proposed parks and other open areas.
ER 6.6. New Development Private Open Space. Ensure that new development incorporates open space areas that provide community and neighborhood identity, private quality exterior private open space for each housing unit, and minimize conflicting land uses and noise generators.	Level II - Consistent. The TCSP would include 17.8 acres of parks and open space, including a 7.4-acre City Community Park. The Community Park would be located between the TCSP and existing agricultural uses west of Patterson Road, which would minimize land use conflicts between urban uses and agricultural uses, including those related to air quality and noise.
ER 9.4. Human Scale Development. Ensure that all new development emphasizes a human, pedestrian scale and minimizes its effect on the area's sensitive visual resources.	Level II - Consistent. The TCSP would be an "Urban Village," emphasizing mixed land uses (single- and multi-family residential, retail, commercial, a business research park, and public/semi-public uses), pedestrian orientation and scale, transit accessibility, and neighborhood identity. As described in Section 4.1, Aesthetics, development within the TCSP would be subject to the Oxnard Design Review Process & Guidelines, which include guidelines related to compatibility with existing development and reducing effects on sensitive visual resources

ER 10.1. Promote use of Native and Water Wise Plants. Promote the development of a native, drought-tolerant landscape character throughout the City that re-enforces a unified and cohesive landscape character and discourage plants that are invasive or problematic in other ways as determined by the City's landscape architect.	Level II - Consistent. All development within the TCSP area and the nine Annexed parcels would be required to adhere to OCC Chapter 22 Water, Section 22-243 Compliance Requirements, which requires that the landscape area of projects proposing commercial or industrial uses shall be designed without the use of turf and with 100% water wise plants. The landscape area of single-family residential, multi-family residential projects shall be designed with no more than 40% of the landscaped area in turf or plants that are not water wise plants.
ER 11.1. Archaeological Resource Surveys. Continue to require a qualified archaeologist to perform a cultural resources study prior to project approval. Inspection for surface evidence of archaeological deposits, and archaeological monitoring during grading should be required in areas where significant cultural resources have been identified or are expected to occur.	Level II - Consistent. Ground disturbance that has occurred on the project area during past development and agricultural activities, as well as the lack of natural surface water features, reduces the likelihood that intact prehistoric cultural resources are present. However, mitigation measures CR-1(a) through CR-1(c) would minimize impacts to cultural resources by requiring monitoring during grading (all earth disturbing work within the vicinity of the find would be temporarily suspended or redirected until an archaeologist has evaluated) and procedures for discovery of unearthened cultural resources
ER 11.6. Identification of Archaeological Resources. In the event that archaeological/paleontological resources are discovered during site excavation, continue to require that grading and construction work on the project site is suspended until the significance of the features can be determined by a qualified archaeologist/paleontologist.	
ER 12.5. Soil Conservation and Transfer. Encourage the conservation of agricultural soils by requiring, if feasible and warranted by expert opinion, the transfer of topsoil from agricultural land being developed for urban uses.	Level II - Consistent. As described in Section 4.2, Agricultural Resources, the conversion of agricultural land and its soils to non-agricultural uses would be a significant and unmitigable impact. Transfer of soils would result in potentially significant air quality and noise impacts related to excavation and hauling; in addition, no especially suited or needed receiver site has been identified. Buildout of the TCSP would be primarily at-grade and would not require substantial hauling of soil for disposal.

ER 12.11. Urban / Agricultural Buffer Zones. Ensure adequate buffers between residential and agricultural uses, such as open space, recreational facilities, utility easements, windrows, and parking areas. Adequate fencing should be provided around agricultural areas to prevent vandalism.	Level II - Consistent. As described in Section 2.0, Project Description, the TCSP would include buffer zones. A 7.4-acre public park would be located east of Patterson Road between the TCSP and agricultural uses. Interim buffers, as required by Mitigation Measure AG-2, would reduce conflicts between proposed residential uses and existing agricultural uses within the TCSP area.
ER 14.1. Incorporate Ventura County AQMP Mitigations. Incorporate construction and operation mitigation measures recommended or required by the current Ventura County Air Quality Management Plan (AQMP) when preparing CEQA reviews, as appropriate.	Level II - Consistent. As described in Section 4.3, Air Quality, mitigation measures consistent with this policy would be required for development within the TCSP and nine parcels proposed for Annexation.
ER 14.2. Transportation Demand Management (TDM). Employ best traffic management practices such as bus turnouts and traffic signal synchronization in order to reduce traffic-related air emissions impacts; require commercial developers to improve public transit service between residential and employment uses or shopping centers, bike lanes and protected bicycle parking areas, and other project features that would reduce the need for automobile trips related to the development; and require Transportation Management Associations (TMA) for projects that may have adverse air quality impacts related to mobile sources and contributions to off-site TDM funds to reduce residual impacts that cannot be mitigated on a project-specific basis.	Level II - Consistent. The transit oriented development of the Urban Village would reduce air quality impacts by creating a community that would be accessed by pedestrians and would be in close proximity to alternative modes of transportation, such as buses. Enhanced bus facilities on Ventura Road are included in the proposed plan. This would include multiple bus pull-out locations and bus shelters on southbound and northbound lanes of Ventura Road, which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options. See Section 4.3, Air Quality for Mitigation Measure AQ-2(a) which requires payment of fees to a TDM, as well as Section 4.13, Transportation and Traffic, which includes mitigation measures to improve intersection and roadway operations, reducing traffic and, therefore, emissions, at intersections.
ER 14.3. Reducing Carbon Monoxide Exposure at Congested Intersections. Require mitigation measures that consider prohibiting the construction of residences or buildings lacking ventilation systems at congested intersections with the potential for excessive Carbon Monoxide “hot spot” exposure to sensitive receptors.	Level II - Consistent. See Section 4.3, Air Quality for discussion of Carbon Monoxide “hot spot” risks. It was determined that future traffic combined with project traffic would not cause an exceedance of either the state or federal CO standards in 2020 or 2025 and project-related CO impacts would be less than significant.

ER 14.4. Emission Control Devices. Require all construction equipment to be maintained and tuned to meet appropriate EPA, CARB, and VCAPCD emissions requirements and when new emission control devices or operational modifications are found to be effective, such devices or operational modifications are required on construction equipment.	Level II - Consistent. See Section 4.3, Air Quality for requirements related to construction equipment, which ensure consistency with this policy.
ER 14.5. Reducing Construction Impacts during Smog Season. Require that the construction period be lengthened to minimize the number of vehicles and equipment operating at the same time during smog season (May through October).	Level II - Consistent. See Section 4.3, Air Quality, which includes the requirement that the construction period be lengthened in Mitigation Measure AQ-1(b)
ER 14.6. Minimizing Dust and Air Emissions through Permitting Requirements. Continue to require mitigation measures as a condition of obtaining building or use permits to minimize dust and air emissions impacts from construction.	Level II - Consistent. Mitigation measures consistent with this policy are included in the EIR in Section 4.3, Air Quality, mitigation measures AQ-1(a and b), which require dust control measures and construction equipment controls in accordance with VCAPCD requirements.
ER 14.7. Mitigation Monitoring. Ensure that projects with identified air quality impacts in their respective EIRs are subject to effective mitigation monitoring as required by AB 3180.	Level II - Consistent. The Mitigation Monitoring Program includes specific details on how each mitigation measure is monitored, including those related to air emissions in compliance with CEQA Guidelines 7.15097.
ER 14.12. Use VCAPCD Air Quality Assessment Guidelines. Use the VCAPCD Air Quality Assessment Guidelines and recommended analytical tools for determining and mitigating project air quality impacts and related thresholds of significance for use in environmental documents. The City shall continue to cooperate with the VCAPCD in the review of development proposals.	Level II - Consistent. See Section 4.3, Air Quality for discussion of the TCSP's consistency with the VCAPCD Air Quality Assessment Guidelines. This EIR determined that operational emissions related to air quality would be significant and unmitigable based on these guidelines. All project developers would be required to use the guidelines for specific project development within the TCSP and nine parcels proposed for annexation.
Safety & Hazards	

SH 1.1. Minimize Liquefaction Risk. Ensure that structures for human occupancy are only constructed or placed on a potential liquefaction site if the approved geological report shows that an acceptable hazard risk would be created and/or required mitigation measures are met.	Level II - Consistent. Mitigation consistent with this policy is included in Section 4.5, Geology and Soils. Impact GEO-2 discusses liquefaction and Mitigation Measure GEO-2 would ensure that liquefaction risk would be minimized.
SH 1.2. Minimize Subsidence Trends. Avoid increases in the level of groundwater extraction as a method for meeting new water demands if the extraction leads to subsidence, or unless a comprehensive reinjection program is approved and implemented to offset extractions.	Level II - Consistent. Mitigation consistent with this policy is included in Section 4.5, Geology and Soils. Mitigation Measure GEO-2 would ensure that subsidence risk would be minimized. Furthermore, the proposed project would be water neutral and would not require increased groundwater extraction to meet new water demands.
SH 1.8. Mitigating Seismic Hazards. Where necessary, utilize the expert mitigation measures such as those identified in Special publication 117: Guidelines for Analyzing and Mitigating Seismic Hazards in California (prepared by the Southern California Earthquake Center) to minimize risk associated with seismic activity.	Level II - Consistent. As discussed in Section 4.5, Geology and Soils, mandatory compliance with applicable City of Oxnard and California Building Code requirements would mitigate seismic hazards to a less than significant level.
SH 5.4. Older Neighborhood Noise Mitigation. Develop a noise research and mitigation program for any area where traffic generated noise is significant and exceeds or is likely to exceed acceptable thresholds.	Level II - Consistent. As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.
SH 5.6. Compatibility with Oxnard Airport. Work with the Oxnard Airport in revising flight paths to minimize flyovers of residential areas, especially "touch and go" pattern flying at low altitude and at relatively high frequency.	Level II - Consistent. Prior to making a decision on the proposed project, the City of Oxnard must refer the proposed project to the ALUC for review and comment. The ALUC would then review the project for consistency with the Airport Comprehensive Land Use Plan, including the policies and standards discussed above. The City must consider the comments of the ALUC prior to making a decision on adoption of the Specific Plan. Mitigation measures HAZ-5(a-c) would also ensure consistency with airport safety through requirements such as limiting the density of new land uses.

SH 6.1. Construction Noise Control. Provide best practices guidelines to developers for reducing potential noise impacts on surrounding land uses.	Level II - Consistent. As described in Section 4.10, Noise, impacts would be less than significant for surrounding land uses.
SH 6.2. Limiting Construction Activities. Continue to limit construction activities to the hours of 7 am to 7 pm, Monday through Saturday. No construction shall occur after hours, on Sundays, or national holidays without permission from the City	Level II - Consistent. As described in Section 4.10, Noise, construction hours would be limited to 7am to 6pm Monday through Saturday.
SH 6.3. Buffering of Sensitive Receptors. Require noise buffering and/or other construction treatments in development located near major streets, highways, the airport, rail road tracks, or other significant noise sources as recommended by a noise analysis.	Level II - Consistent. As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.
SH 6.4. New Development Noise Compatibility. Require that proposed development projects not generate more noise than that classified as "satisfactory" based on CEQA Thresholds of significance on nearby property.	Level II - Consistent. As described in Section 4.10, Noise, impacts would be less than significant and the proposed project would not generate noise that exceeds significant thresholds on any nearby properties.
SH 6.5. Land Use Compatibility with Noise. Encourage non-noise sensitive land uses to locate in areas that are permanently committed to noise producing land uses, such as transportation corridors and industrial zones.	Level II - Consistent. The additional nine parcels proposed for Annexation south of Teal Club Road are designated for Airport Compatible land uses, as shown on the Oxnard 2030 General Plan land use map and would be developed with light industrial uses, which are compatible with the noise levels generated by the Oxnard Airport. As discussed in Impact LU3, industrial development would not impact nearby residences.

SH 6.7. Peak Noise Evaluation Along Truck Routes. Evaluate peak event noise impacts for existing and proposed development along existing or proposed designated truck routes and require feasible and appropriate mitigations for project subject to discretionary review and approval.	Level II - Consistent. As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. No truck routes are located adjacent to the project area. However, Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.
SH 6.9. Minimize Noise Exposure to Sensitive Receptors. Prohibit the development of new commercial, industrial, or other noise generating land uses adjacent to existing residential uses, and other sensitive noise receptors such as schools, child and daycare facilities, health care facilities, libraries, and churches if noise levels are expected to exceed 70 dBA.	Level II - Consistent. As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis. No residential uses or other sensitive noise receptors such as schools, child and daycare facilities, health care facilities, libraries, or churches would be exposed to noise levels exceeding 70 dBA as a result of the proposed project.
SH 6.12. Development Near Railroads and Oxnard Airport. Require that new habitable structures be setback at least 85 feet from the nearest railroad track measured from the edge of the outermost railroad track, and only compatible new development is located within the Oxnard Airport 65 dBA CNEL contour.	Level II - Consistent. Prior to making a final decision on the TCSP project, the City of Oxnard will refer it to the ALUC for a consistency review with the Airport Land Use Plan. Only a small portion of the TCSP area is within the 65 dBA CNEL contour and it would not contain residences or other incompatible land uses. The nine parcels proposed for Annexation consist of land that is within the 65 dBA CNEL contour; however, this land would be zoned for light industrial uses, which are compatible. Mitigation measures HAZ-5(a-c) would also ensure consistency with airport safety and noise regulations.
SH 6.13. Noise Acceptable for Open Windows and Patios. Continue to require noise analysis of proposed development projects as part of the environmental review process and the require mitigation measures to reduce noise impacts to acceptable levels within outside activity areas and within residential structures without relying on mechanical ventilation, if feasible.	Level II - Consistent. As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.

SH-7.12 Hazardous Materials Studies. Ensure that the proponents of new development projects address hazardous materials concerns through the preparation of phase I or phase II hazardous materials studies for each identified site as part of the design phase for each project. Recommendations required to satisfy federal or State cleanup standards outlined in the studies will be implemented as part of the construction phase for each project.	Level II - Consistent. Mitigation Measure HAZ-3 requires adherence to recommendations made in the Phase 1 for the TCSP and nine parcels proposed for Annexation. This would require removal and recompaction of soil, as well as continued monitoring and appropriate remediation of potentially contaminated soil.
SH 9.1. Airport Land Use Compatibility Plans. Require development around the Oxnard and Camarillo Airports to be consistent with the safety policies and land use compatibility guidelines contained within the Ventura County Airport Land Use plan.	Level II - Consistent. The additional nine parcels proposed for Annexation south of Teal Club Road are designated for Airport Compatible land uses, as shown on the Oxnard 2030 General Plan land use map. Upon Annexation, the additional nine parcels proposed for annexation south of Teal Club Road would be rezoned Light Manufacturing (M-1) by the City of Oxnard and would be compatible. Mitigation measures HAZ5 (a-c) would also ensure consistency with airport safety and noise regulations for the entire project area.
SH 9.2. Compliance with FAA Regulations. Ensure development within the airport approach and departure zones are in compliance with applicable Federal Aviation Administration regulations that address objects affecting navigable airspace.	Level II - Consistent. The additional nine parcels proposed for Annexation south of Teal Club Road are designated for Airport Compatible land uses, as shown on the Oxnard 2030 General Plan land use map. Upon Annexation, the additional nine parcels proposed for annexation south of Teal Club Road would be rezoned Light Manufacturing (M-1) by the City of Oxnard. Development on the parcels would be reviewed to ensure compliance with the FAA regulations at the time such development is proposed. Mitigation measures HAZ-5(a-c) would also ensure consistency with airport safety and noise regulations for the entire project area through requirements including notification of the FAA
Housing	

Housing Element Policy-2.2 Balanced Opportunities. Provide opportunities to the private and public sector for the production of housing that meets the needs of special needs-, extremely low-, very low-, low-, moderate, and above moderate-income housing to achieve a balanced community.	Level II - Consistent. The TCSP envisions development of up to 990 residential dwelling units in a variety of densities and product types including both market-rate and affordable housing (15% affordable). In addition to single-family residential units, the TCSP includes single-family courtyard homes, single-family townhomes and multi-family condominiums and apartments (Section 2.0, Project Description).
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As outlined above, the project is consistent with the 2030 General Plan.

ATTACHMENT F

DRAFT GENERAL PLAN AMENDMENT RESOLUTION No. 15-620-03

RESOLUTION NO. 2024-30

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL APPROVE GENERAL PLAN AMENDMENT PZ 15-620-03 CHANGING THE LAND USE DESIGNATION OF THE SUBJECT PROJECT SITE (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240), IN THE 2030 GENERAL PLAN LAND USE DESIGNATION MAP. FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, Dennis Hardgrave, on behalf of Borchard Property Co-owners, filed entitlement applications with the City of Oxnard for Annexation (PZ 15-610-01), General Plan Amendment (PZ 15-620-03), Pre-Zoning (PZ 15-560-01), Specific Plan (PZ 15-640-01), and Development Agreement (PZ 24-670-02); and

WHEREAS, the proposed General Plan Amendment would change the land use designation of the Teal Club Specific Plan area to be consistent with the land uses identified in the Teal Club Specific Plan as identified in Exhibit 1; and

WHEREAS, the Project applicant mailed notices to all property owners within the Cabrillo, Fremont North, and Fremont South neighborhoods and presented the project at the April 18, 2022 Community Workshop; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Commission considered the proposed Environmental Impact Report (EIR No. 2015-01) before making its recommendation, finds on the basis of the whole record before it that the Teal Club Specific Plan would result in one or more Class I potentially significant and unavoidable impacts in the following two impact sections: (1) Agricultural Resources, and (2) Air Quality, and Findings and a Statement of Overriding Considerations (SOC) were prepared pursuant to the CEQA and are included within the resolution of approval for the Teal Club Specific Plan, and the Final EIR reflects the lead agency's independent judgment and analysis, and recommends that the City Council adopt the Findings; adopt the Mitigation Monitoring and Reporting Program; adopt the Statement of Overriding Considerations; and certify the EIR; and

WHEREAS, the Planning Commission is concurrently recommending the City Council approve an Annexation for the project site (PZ 15-610-01); and

WHEREAS, the Planning Commission is concurrently recommending the City Council approve a Development Agreement for the project site (PZ 24-670-02); and

WHEREAS, the Planning Commission is concurrently recommending the City Council approve a Specific Plan for the project site (PZ 15-640-01); and

WHEREAS, on November 21, 2024, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit

No. 15-620-03 (General Plan Amendment) in accordance with the City's 2030 General Plan and Oxnard City Code; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the approval of a General Plan Amendment changing the 2030 General Plan land use map designation of the Teal Club Specific Plan area to be consistent with the land uses identified in the Teal Club Specific Plan as identified in Exhibit 1; and

WHEREAS, the pursuit of the General Plan Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the proposed General Plan Amendment is consistent with the policies and directives in the 2030 General Plan and Zoning Ordinance to allow development to those areas that can be served by existing or planned utilities, transportation, and service systems. The proposed General Plan Amendment does not represent a significant change in the 2030 General Plan and Zoning Ordinance nor does it result in significant new environmental impacts that have not been previously evaluated; and

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The Planning Commission finds that the General Plan Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan

SECTION 3. The Planning Commission finds that the General Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The Planning Commission finds that the project site associated with the General Plan Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would

likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Planning Commission determines that the proposed change in land use designation of the Teal Club Specific Plan area to be consistent with the land uses identified in the Teal Club Specific Plan as identified in Exhibit 1 is the best use for the subject project site.

SECTION 6. The Planning Commission determines that the General Plan Amendment is in the best interests and welfare of the City and its residents.

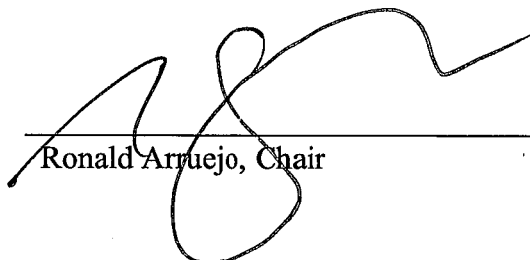
SECTION 7. In recommending adoption of this Resolution for the General Plan Amendment, the Planning Commission finds and determines the project is in compliance with the California Environmental Quality Act because an EIR (EIR No. 2015-01) was considered by the Planning Commission at the public hearing. The Final EIR was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. Based upon the analysis contained in the FEIR, the Teal Club Specific Plan would result in one or more Class I potentially significant and unavoidable impacts in the following two impact sections: (1) Agricultural Resources, and (2) Air Quality. Pursuant to CEQA Section 21081 and the State CEQA Guidelines, the Planning Commission made specific findings to include consideration of benefits of the project such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment.

SECTION 8. Except as expressly amended herein, the 2030 General Plan Land Use Map shall remain in full force and effect and shall apply to the property affected by this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends that the City Council approve a General Plan Amendment (PZ 15-620-03), which amends the City's 2030 General Plan Land Use Map, in accordance with Exhibit 1 attached hereto and made a part of this Resolution.

[Signatures on next page]

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 21st day of November, 2024, by the following vote:



Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 21st day of November, 2024, and carried by the following vote:

AYES: Commissioner(s): Arruejo, Dr. Stewart, Dr. Lopez, Connelly, Nash,
Zielsdorf, Schuelke

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

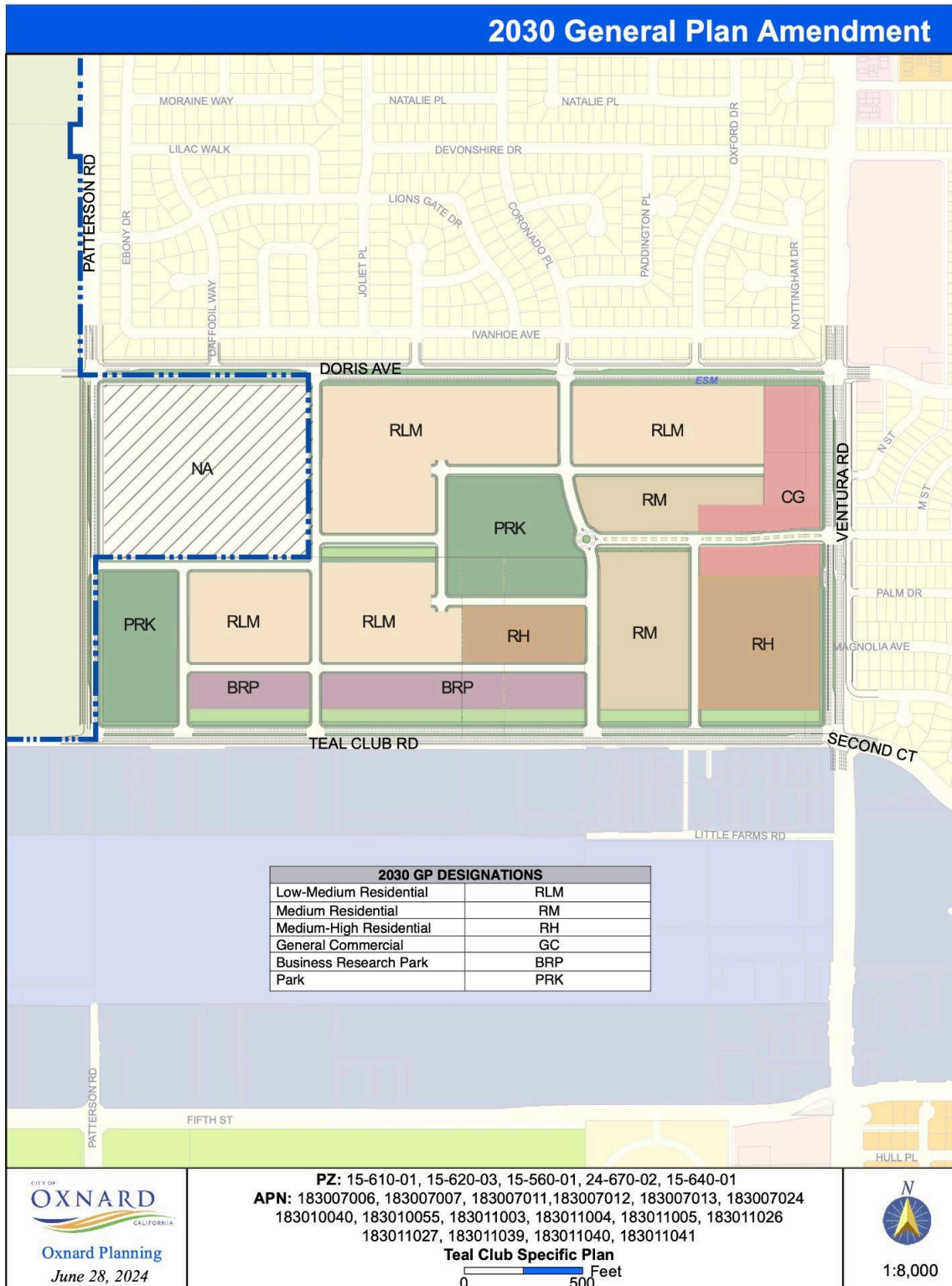


Joe Pearson, II, AICP, Secretary

Exhibits:

Exhibit 1: Proposed 2030 General Plan Land Use Designation Map

EXHIBIT 1



ATTACHMENT G

DRAFT PRE-ZONING RESOLUTION No. 15-560-01

RESOLUTION NO. 2024-31

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL APPROVE PLANNING AND ZONING PERMIT NO. 15-560-01 PRE-ZONING PARCELS GENERALLY LOCATED SOUTH OF TEAL CLUB ROAD, NORTH AND WEST OF LITTLE FARMS ROAD, AND BISECTED BY MALLARD WAY (APNS 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) TO LIGHT MANUFACTURING (M-1). FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, the Borchard Property Co-Owners owns seven contiguous parcels that total 149.72-acres generally located north of Teal Club Road, east of Patterson Road, south of Doric Avenue, and west of Ventura Road (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565); and

WHEREAS, in 2015 Dennis Hardgrave, on behalf of the Borchard Property Co-Owners, filed entitlement applications with the City of Oxnard for Annexation (PZ No. 15-610-01), a General Plan Amendment (PZ No. 15-620-03), Pre-Zoning (PZ No. 15-560-01), a Development Agreement (PZ No. 24-670-02), and a Specific Plan (PZ No. 15-640-01); and

WHEREAS, the Teal Club Specific Plan would allow future development of residential, commercial, mixed use, business research park, and open space under the Teal Club Specific Plan, as identified in the Teal Club Specific Plan within the project area; and

WHEREAS, related Project approvals are required by the Local Agency Formation Commission, County of Ventura, Ventura County Airport Land Use Commission, Calleguas Municipal Water District, and the Metropolitan Water District of Southern California; and

WHEREAS, the Project was reviewed by the City Council as a Pre-Application in 2005, 2009, and 2011 which identified the mix of land uses, compatibility, with surrounding development, affordable housing, and on-site recreational amenity issues that were addressed by changes to the Project; and

WHEREAS, the Project applicants participated in a Community Workshop on April 18, 2022; and

WHEREAS, the Project was reviewed by the Airport Land Use Commission on July 8, 2022, and on that date, the Airport Land Use Commission made a determination that the Project is consistent with the Airport Comprehensive Land Use Plan (ACLUP); and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines, the City of Oxnard as the Lead Agency, has prepared a EIR No. 2015-01 (State Clearinghouse No. 2012051080); and

WHEREAS, the Planning Commission has considered EIR No. 2015-01 before making its recommendation herein and recommends that the City Council find that Final EIR No. 2015-01 was completed in compliance with CEQA, and the final EIR was presented to the City Council as the decision-making body of the Lead Agency, and that the City Council

reviewed and considered the information contained in the final EIR prior to approving the project; and the final EIR reflects the lead agency's independent judgment and analysis; and

WHEREAS, the Planning Commission recommends that the City Council certify Final Environmental Impact Report (FEIR) No. 2015-01 (State Clearinghouse No. 2012051080) and adopt a Statement of Overriding Considerations; and

WHEREAS, the Planning Commission is concurrently recommending the City Council approve the resolutions recommending the City Council approve an Annexation, General Plan Amendment, Development Agreement, Specific Plan; and

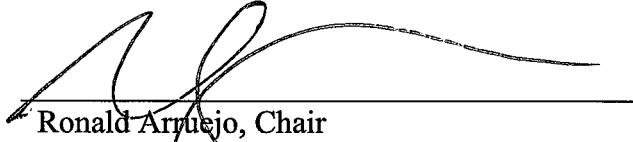
WHEREAS, the Planning Commission has held a duly noticed public hearing on July 18, 2024 and received and reviewed written and oral comments; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the pre-zoning of parcels generally located south of Teal Club Road, north and west of Little Farms Road, and bisected y Mallard Way (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) to Light Manufacturing (M-1).

NOW, THEREFORE, BE TT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends that the City Council pre-zone parcels generally located south of Teal Club Road, north and west of Little Farms Road, and bisected y Mallard Way (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) to Light Manufacturing (M-1) as shown on Exhibit 1 attached hereto.

[Signatures on next page]

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 21st day of November, 2024, by the following vote:



Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 21st day of November, 2024, and carried by the following vote:

AYES:	Commissioner(s): Arruejo, Dr. Stewart, Dr. Lopez, Connelly, Nash, Zielsdorf, Schuelke
NOES:	Commissioner(s):
ABSENT:	Commissioner(s):
ABSTAIN:	Commissioner(s):
RECUSED:	Commissioner(s):

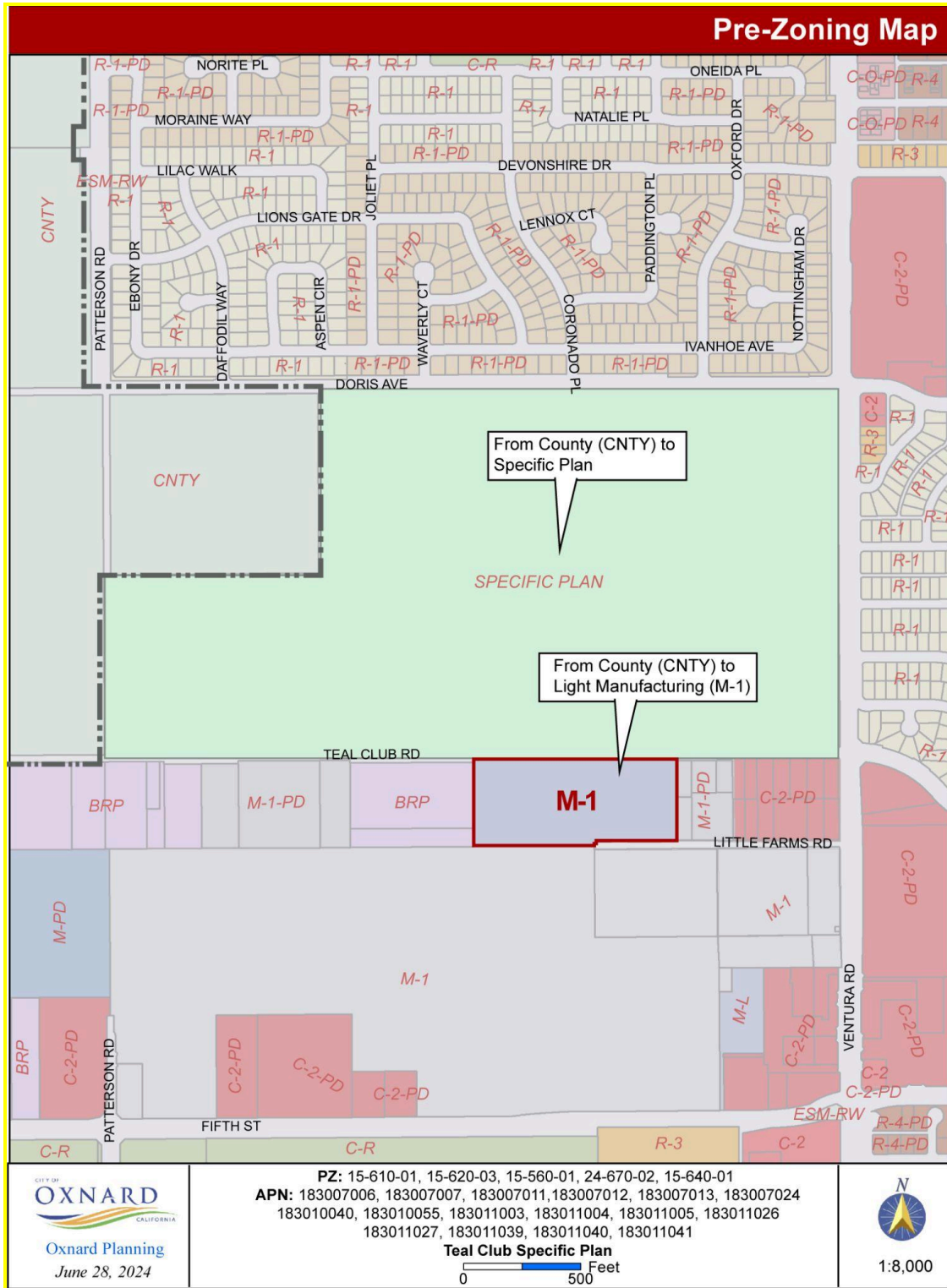


Joe Pearson, II, AICP, Secretary

Exhibits:

Exhibit 1: Proposed 2030 General Plan Zoning Map

EXHIBIT 1



ATTACHMENT H

DRAFT SPECIFIC PLAN RESOLUTION No. 15-640-01

RESOLUTION NO. 2024-33

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING PLANNING AND ZONING PERMIT NO. 15-640-01 (SPECIFIC PLAN), AND RECOMMENDING THAT THE CITY COUNCIL CERTIFY FINAL ENVIRONMENTAL IMPACT REPORT NO. 2015-01 FOR THE TEAL CLUB SPECIFIC PLAN, GENERALLY LOCATED NORTH OF TEAL CLUB ROAD, EAST OF PATTERSON ROAD, SOUTH OF DORIS AVENUE, AND WEST OF VENTURA ROAD, (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240). FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, the Planning Commission of the City of Oxnard has considered the proposed Teal Club Specific Plan (Exhibit 1) to clarify the Urban Village as outlined within the 2030 General Plan; to create planning area boundaries and Land Use Table. The new land use designation will be applied in combination with the 2030 General Plan. This will allow for the option to develop to residential, commercial, mixed use, business research park, and open space under the Teal Club Specific Plan, as identified in the Teal Club Specific Plan within the project area; and

WHEREAS, on November 21, 2024, the Planning Commission of the City of Oxnard ("Planning Commission") conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for adoption of the Teal Club Specific Plan (PZ 15-640-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, on November 21, 2024, the Planning Commission considered the project and recommended the following revisions to the project:

1. The proposed Teal Club Specific Plan shall include a minimum of 20 percent of the total 990 residential units as designated Affordable units subject to the same affordability levels and ratios (60 percent very low-income and 40 percent low-income levels);
2. The proposed Class II bike lanes around the perimeter of the Teal Club Specific Plan area be developed as Class I bike lanes;
3. The Landscape Guidelines for Residential Yards (Section 3.7.7) shall be revised to exclude fountains from the list of prohibited items in front yards for Detached and Attached Cluster Home Areas (R-2); and
4. The Specific Plan shall encourage the development of electric energy developments.

WHEREAS, the Planning Commission finds, after due study, deliberation and a duly noticed public hearing on November 21, 2024, and received and reviewed written and oral comments, presented by staff and the Applicant, and that the project meets the criteria set out in Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the Planning Commission recommends that the City Council find that Final EIR No. 2015-01 was completed in compliance with CEQA, and the final EIR was presented to the City Council as the decision-making body of the Lead Agency, and that the City Council reviewed and considered the information contained in the final EIR prior to approving the project; and the final EIR reflects the lead agency's independent judgment and analysis; and

WHEREAS, the Planning Commission recommends that the City Council certify Final Environmental Impact Report (FEIR) No. 2015-01 (State Clearinghouse No. 2012051080) and adopt a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The Teal Club Specific Plan and the anticipated build out of the 149.72-acre specific plan site. The FEIR No. 2015-01 found two areas of significant impacts (Agricultural Resources, and Air Quality); and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As outlined in Section 6(b) and Attachment F of the Planning Commission Staff report, the proposed Specific Plan is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard.
2. As determined in the Final EIR No. 2015-01, the proposed Specific Plan will result in significant impacts which, even after application of feasible mitigation, cannot be mitigated to a less than significant level and therefore remain significant and unavoidable, and will result in benefits such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment.
3. As outlined in Section 6(c - g) of the Planning Commission Staff report, the proposed Teal Club Specific Plan conforms to adopted City standards and constitutes good City planning.

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission, of the City of Oxnard recommends that the City Council (i) certify FEIR No. 2015-01 for the Teal Club Specific Plan; and (ii) adopt an ordinance approving Planning and Zoning Permit No. 15-640-01 (Specific Plan) with the recommended revisions to adopt the Teal Club Specific Plan to

create planning area boundaries and Land Use Table. The new land use designation will be applied in combination with the 2030 General Plan. This will allow for the option to develop residential, commercial, mixed use, business research park, and open space under the Teal Club Specific Plan, as identified in the Teal Club Specific Plan within the project area.

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The Planning Commission finds that the Teal Club Specific Plan is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The Planning Commission finds that the Teal Club Specific Plan will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The Planning Commission finds that the project site associated with the Teal Club Specific Plan is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Planning Commission determines that the proposed Teal Club Specific Plan is the best use for the subject project site.

SECTION 6. The Planning Commission determines that the Teal Club Specific Plan is in the best interests and welfare of the City and its residents.

SECTION 7. In recommending adoption of this Resolution for the General Plan Amendment, the Planning Commission finds and determines the project is in compliance with the California Environmental Quality Act because an EIR (EIR No. 2015-01) was considered by the Planning Commission at the public hearing. The Final EIR was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. Based upon the analysis contained in the FEIR, the Teal Club Specific Plan would result in one or more Class I potentially significant and unavoidable impacts in the following two impact sections: (1) Agricultural Resources, and (2) Air Quality. Pursuant to CEQA Section 21081 and the State CEQA Guidelines, the Planning Commission made specific findings to include consideration of benefits of the project such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment.

[Signatures on next page]

Teal Club Specific Plan (PZ 15-640-01)
Planning Commission Hearing Date: November 21, 2024
Resolution No. 2024- 33
Page 4 of 5

SECTION 8. The Secretary shall certify the adoption of this Resolution.

PASSED and ADOPTED by the Planning Commission of the City of Oxnard on this 21st day of November 2024 by the following vote:



Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 21st day of November, 2024, and carried by the following vote:

AYES: Commissioners: Arruejo, Dr. Stewart, Dr. Lopez, Nash, Zielsdorf, Schuelke

NOES: Commissioners: Connelly

ABSENT: Commissioners:

ABSTAIN: Commissioners:

RECUSED: Commissioners:



Joe Pearson, II, AICP, Secretary

Exhibits:

Exhibit 1: Proposed Teal Club Specific Plan

Teal Club Specific Plan (PZ 15-640-01)
Planning Commission Hearing Date: November 21, 2024
Resolution No. 2024- 33
Page 5 of 5

EXHIBIT 1

TEAL CLUB SPECIFIC PLAN
(See Planning Commission Staff Report, Attachment B)

ATTACHMENT I

DRAFT DEVELOPMENT AGREEMENT RESOLUTION No. 24-670-02

RESOLUTION NO. 2024-32

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT NO. A-8565 (PLANNING AND ZONING PERMIT NO. 24-670-02) GENERALLY LOCATED NORTH OF TEAL CLUB ROAD, EAST OF PATTERSON ROAD, SOUTH OF DORIS AVENUE, AND WEST OF VENTURA ROAD, (APNs 183-0-070-060, -070, -140, -240). FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, on November 21, 2024 the Planning Commission recommended that the City Council approve the entitlements for the Teal Club Specific Plan to guide future development on the 149.72-acre project site; and

WHEREAS, the Planning Commission of the City of Oxnard ("Planning Commission") has considered an application for Planning and Zoning Permit No. 24-670-02, Development Agreement No. A-8565 (Development Agreement) between the City of Oxnard, a municipal corporation of the State of California (the "City") and Borchard Property Co-Owners a California limited liability company (collectively referred to "Applicant" or "Developer" in the record of proceedings); and

WHEREAS, the Development Agreement would generally provide the framework for financial commitments paid to the City, allow for fee modifications, define future affordable housing requirements, outline timing and required infrastructure improvements, and maintenance requirements for the project. The Development Agreement is included in Exhibit 1 to this Resolution; and

WHEREAS, the Planning Commission recommends that the City Council find that Final EIR No. 2015-01 was completed in compliance with CEQA, and the final EIR was presented to the City Council as the decision-making body of the Lead Agency, and that the City Council reviewed and considered the information contained in the final EIR prior to approving the project; and the final EIR reflects the lead agency's independent judgment and analysis; and

WHEREAS, the Planning Commission recommends that the City Council certify Final Environmental Impact Report (FEIR) No. 2015-01 (State Clearinghouse No. 2012051080) and adopt a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The Teal Club Specific Plan and the anticipated build out of the 149.72-acre specific plan site. The FEIR No. 2015-01 found two areas of significant impacts (Agricultural Resources, and Air Quality); and

WHEREAS, on November 21, 2024, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for a Development Agreement (PZ 24-670-02) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, on November 21, 2024, the Planning Commission considered the project and recommended the following revisions to the project:

1. The proposed Teal Club Specific Plan shall include a minimum of 20 percent of the total 990 residential units as designated Affordable units subject to the same affordability levels and ratios (40 percent very low-income and 60 percent low-income levels); and
2. The project shall be subject to the prevailing wage.

WHEREAS, the Planning Commission finds, after due study, deliberation and a duly noticed public hearing on November 21, 2024, and received and reviewed written and oral comments, presented by staff and the Applicant, that the project meets the criteria set out in California Government Code 65864 through 65869.5; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the proposed Development Agreement is consistent with the 2030 General Plan; and

WHEREAS, the pursuit of the Development Agreement is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As outlined in Section 6(b) and Attachment F of the Planning Commission Staff report, the proposed Development Agreement is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;
2. As outlined in Section 6(h) of the Planning Commission Staff report, the proposed Development Agreement is a logical refinement and internally consistent; and
3. As determined in the FEIR, the proposed Development Agreement will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare;
4. As outlined in the Planning Commission Staff report, the proposed Development Agreement in association with the Teal Club Specific Plan conforms to adopted City standards and constitutes good City planning.

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard

recommends that the City Council (i) adopt an ordinance approving Planning and Zoning Permit No. 24-670-02 (Development Agreement No. A-8565) with the recommended revisions to adopt the Development Agreement pursuant to Exhibit 1, hereto attached.

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The Planning Commission finds that the Teal Club Property Development Agreement is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The Planning Commission finds that the Teal Club Property Development Agreement will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The Planning Commission finds that the project site associated with the Teal Club Property Development Agreement is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

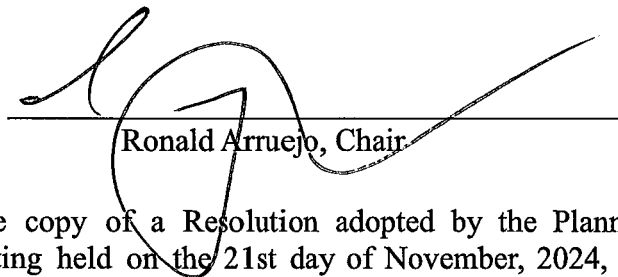
SECTION 5. The Planning Commission determines that the development that would be authorized for the project site by the proposed Teal Club Property Development Agreement is the best use for the subject project site.

SECTION 6. The Planning Commission determines that the Teal Club Property Development Agreement is in the best interests and welfare of the City and its residents.

SECTION 7. In recommending adoption of this Resolution for the General Plan Amendment, the Planning Commission finds and determines the project is in compliance with the California Environmental Quality Act because an EIR (EIR No. 2015-01) was considered by the Planning Commission at the public hearing. The Final EIR was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. Based upon the analysis contained in the FEIR, the Teal Club Specific Plan would result in one or more Class I potentially significant and unavoidable impacts in the following two impact sections: (1) Agricultural Resources, and (2) Air Quality. Pursuant to CEQA Section 21081 and the State CEQA Guidelines, the Planning Commission made specific findings to include consideration of benefits of the project such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment..

SECTION 8. The Secretary shall certify the adoption of this Resolution.

PASSED and ADOPTED by the Planning Commission of the City of Oxnard on this 21st day of November, 2024, by the following vote:



Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 21st day of November, 2024, and carried by the following vote:

AYES: Commissioner(s): Arruejo, Dr. Lopez, Nash, Zielsdorf,

NOES: Commissioner(s): Dr. Stewart, Schuelke, Connelly

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):



Joe Pearson II, AICP, Secretary

Exhibits:

Exhibit 1: Development Agreement

Teal Club Property Development Agreement (PZ 24-670-02)
Planning Commission Hearing Date: November 21, 2024
Resolution No. 2024-32
Page 5 of 5

EXHIBIT 1

DEVELOPMENT AGREEMENT
(See Planning Commission Staff Report, Attachment C)

**ATTACHMENT
J**

DRAFT ANNEXATION RESOLUTION No. 15-610-01

RESOLUTION NO. 2024-29

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL PROCEED WITH ANNEXATION OF THE PARCELS GENERALLY LOCATED ON THE NORTH SIDE OF LITTLE FARMS ROAD, EAST OF PATTERSON ROAD, SOUTH OF DORIS AVENUE, AND WEST OF VENTURA ROAD (PLANNING AND ZONING PERMIT NO. PZ 15-610-01) (APNs 183-0-070-070, -110, -125, -135, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015). FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, the Borchard Property Co-owners owns seven contiguous parcels that total 149.72-acres generally located north of Teal Club Road, east of Patterson Road, south of Doric Avenue, and west of Ventura Road (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565); and

WHEREAS, Dennis Hardgrave, on behalf of the Borchard Property Co-owners, filed entitlement applications with the City of Oxnard for Annexation (PZ No. 15-610-01), a General Plan Amendment (PZ No. 15-620-03), Pre-Zoning (PZ No. 15-560-01), a Development Agreement (PZ No. 24-670-02), and a Specific Plan (PZ No. 15-640-01); and

WHEREAS, if the applications are collectively approved by the City of Oxnard and subsequently by the Ventura County Local Agency Formation Commission (LAFCo), the Teal Club Specific Plan would allow future development of residential, commercial, mixed use, business research park, open space, and associated infrastructure improvements under the Teal Club Specific Plan, subject to obtaining the required entitlements, as identified in the Teal Club Specific Plan within the project area;

WHEREAS, related Project approvals are required by the Local Agency Formation Commission, County of Ventura, Ventura County Airport Land Use Commission, Calleguas Municipal Water District, and the Metropolitan Water District of Southern California; and

WHEREAS, the Project was reviewed by the City Council as a Pre-Application in 2005, 2009, and 2011 which identified the mix of land uses, compatibility, with surrounding development, affordable housing, and on-site recreational amenity issues that were addressed by changes to the Project; and

WHEREAS, the Project applicants participated in a Community Workshop on April 18, 2022; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines, the City of Oxnard as the Lead Agency, has prepared a EIR No. 2015-01 (State Clearinghouse No. 2012051080); and

WHEREAS, the Planning Commission has considered EIR No. 2015-01 before making its recommendation herein and recommends that the City Council find that Final EIR No. 2015-01 was completed in compliance with CEQA, and the final EIR was presented to the City Council as the decision-making body of the Lead Agency, and that the City Council

reviewed and considered the information contained in the final EIR prior to approving the project; and the final EIR reflects the lead agency's independent judgment and analysis; and

WHEREAS, the Planning Commission recommends that the City Council certify Final Environmental Impact Report (FEIR) No. 2015-01 (State Clearinghouse No. 2012051080) and adopt a Statement of Overriding Considerations; and

WHEREAS, the Planning Commission is concurrently recommending the City Council approve the Pre-zoning ordinance; and

WHEREAS, the Teal Club neighborhood is the nearest City neighborhood to which the project may be attached by amending the Neighborhoods Map within the General Plan; and

WHEREAS, City Council District No. 1 is the nearest City Council District; and

WHEREAS, the Planning Commission has held a duly noticed public hearing on November 21, 2024 and received and reviewed written and oral comments; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the approval of an Annexation of the parcels generally located on the north side of Little Farms Road, east of Patterson Road, south of Doris Avenue, and west of Ventura Road, (APNs 183-0-070-070, -110, -125, -135, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015) and approval of a General Plan Amendment changing the land use map designation of certain parcels (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240) to be consistent with the land uses identified in the Teal Club Specific Plan as identified in Exhibit 1; and

WHEREAS, the Planning Commission of the City of Oxnard having held a public hearing, reviewed the request, and having studied the land use of the area, finds that:

1. The location and topography of the proposed Annexation is within the natural area of development of the City of Oxnard and within the LAFCo Sphere of influence that represents the probable future boundaries and service area of the City. The Annexation is consistent with LAFCo's Guidelines for Orderly Development as the development would occur within the incorporated City of Oxnard which provides a full range of municipal services.
2. The proposed Annexation is located within the City Urban Restriction Boundary established by the Save Open Space and Agricultural Resources uncodified ordinance and does not require voter approval for Annexation.
3. The proposed Annexation conforms in extent and purpose to the 2030 General Plan.

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set

aside, void or annul the approval of this resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends that the City Council:

SECTION 1. Certify EIR No. 2015-01, as amended, for the project described therein; adopt a Mitigation Monitoring and Reporting Program for the project described within EIR No. 2015-01; and impose mitigation measures identified within EIR No. 2015-01 on the project parcels described within the EIR based upon the project description evaluated within EIR No. 2015-01; and find that CEQA requirements are met.

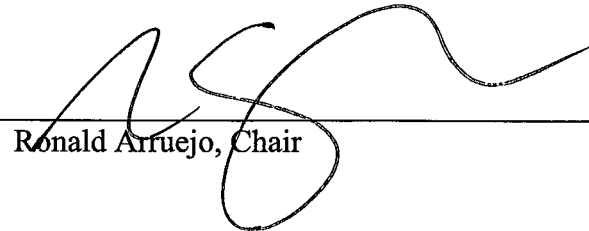
SECTION 2. Adopt 2030 General Plan Amendment PZ No. 15-620-03 changing the land use designation in the Land Use Map as shown in Exhibit 1 attached hereto and incorporated herein by reference and change Figure 3-4, Neighborhoods map, to designate the project area as part of the Teal Club Neighborhood as shown in Exhibit 2 attached hereto and incorporated herein by reference.

SECTION 3. Adopt Annexation PZ No. 15-610-01 changing the city limits as shown in Exhibit "A" attached hereto and incorporated herein by reference; and add the project area to Oxnard municipal boundaries within City Council District No. 1.

SECTION 4. Adopt a resolution directing the Development Services Department to proceed with an Annexation application to LAFCo on behalf of the Project.

[Signatures on next page]

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 21st day of November, 2024, by the following vote:



Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 21st day of November, 2024, and carried by the following vote:

AYES:	Commissioner(s): Arruejo, Dr. Stewart, Dr. Lopez, Connelly, Nash, Zielsdorf, Schuelke
NOES:	Commissioner(s):
ABSENT:	Commissioner(s):
ABSTAIN:	Commissioner(s):
RECUSED:	Commissioner(s):



Joe Pearson, II, AICP, Secretary

Exhibits:

Exhibit 1: Proposed 2030 General Plan Land Use Designation Map

Exhibit 2: Proposed City of Oxnard Communities and Neighborhoods Map

EXHIBIT 1

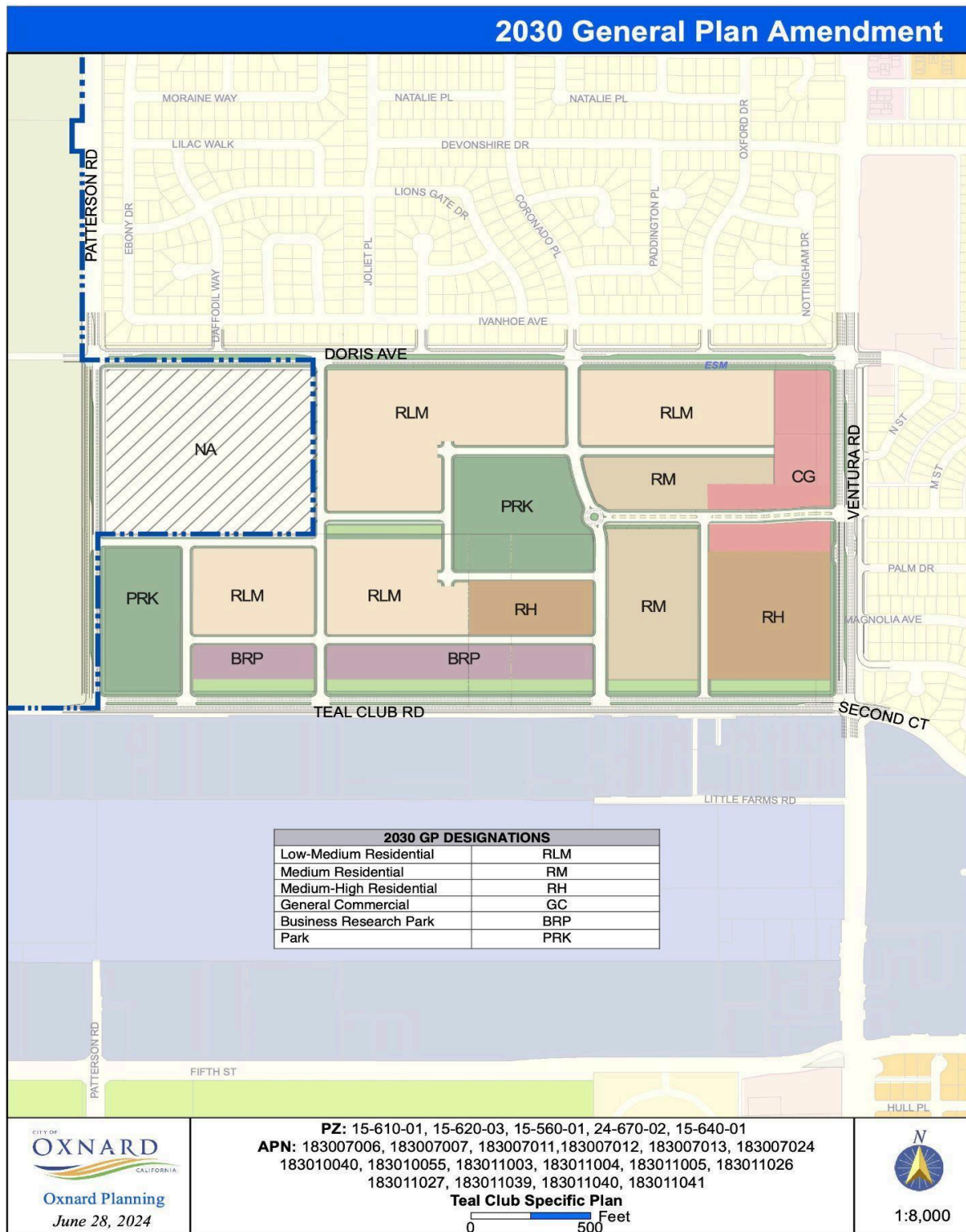


EXHIBIT 2



ATTACHMENT K

DRAFT RESOLUTION CERTIFYING ENVIRONMENTAL IMPACT REPORT No. 2015-01

RESOLUTION NO. 2024 - 28

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD CERTIFYING ENVIRONMENTAL IMPACT REPORT NO. 2015-01 (STATE CLEARINGHOUSE NO. 2012051080) AND APPROVING THE FINDINGS OF FACT AND THE MITIGATION MONITORING AND REPORTING PROGRAM AND ADOPTING THE STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE TEAL CLUB SPECIFIC PLAN PROJECT THE GENERALLY LOCATED NORTH OF TEAL CLUB ROAD, EAST OF PATTERSON ROAD, SOUTH OF DORIS AVENUE, AND WEST OF VENTURA ROAD (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015). FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, Dennis Hardgrave on behalf of the Borchard Property Co-owners (the "Applicant" and/or "Permittee"), submitted a request to approve Planning and Zoning Permit No. 15-640-01 (Specific Plan) to adopt the Teal Club Specific Plan to guide future development within the project area, generally located north of Teal Club Road, east of Patterson Road, south of Doris Avenue, and west of Ventura Road (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015) (the "Project"); and

WHEREAS, a Notice of Preparation (NOP) of a Draft Environmental Impact Report (DEIR) was issued on May 18, 2012, soliciting public input regarding a DEIR for the Project; and

WHEREAS, the public comment period on the NOP ran for forty-five (45) days commencing on May 18, 2012 and ending on July 2, 2012; and

WHEREAS, a DEIR reflecting input received in response to the NOP was prepared and released for public and agency review on August 3, 2015; and

WHEREAS, the public comment period on the DEIR ran for sixty-three (63) days commencing on August 3, 2015 and ending on October 5, 2015; and

WHEREAS, a public comment from the Oxnard School District mentioned the acquisition of a 20-25 acre site at the corner of Doris Avenue and Patterson Road within the Teal Club Specific Plan area to develop school facilities and the Facilities Implementation Program Semi-Annual Report adopted by the Oxnard School District provided for the acquisition of a 20-25 acre site at the corner of Doris Avenue and Patterson Road within the Teal Club Specific Plan area to develop school facilities, and the proposed Specific Plan was put on hold pending a decision on the school site by Oxnard School District.

WHEREAS, in February 2019, the Oxnard School District Board of Trustees approved a 25-acre parcel in the original Teal Club Specific Plan area for development of a district office, a

700-student elementary school, and a 1,200-student middle school and the proposed Teal Club Specific Plan was revised to remove that 25-acre area from the TCSP area; and

WHEREAS, the Recirculated Draft EIR was circulated for a 60-day public review period that began on December 17, 2021 and ended on February 15, 2022; and

WHEREAS, after the close of the comment period on the DEIR, the DEIR was modified as set forth in Section 9.0 of the FEIR, Responses to Comments on the Recirculated Draft EIR; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the City has prepared Final EIR No. 2015-01 containing all comments received on the DEIR, written responses to all substantive comments, and necessary changes to the text of the DEIR; and

WHEREAS, Final EIR No. 2015-01 was mailed to commenting agencies, organizations and individuals and made available for public review on or before July 8, 2024.

WHEREAS, the Planning Commission of the City of Oxnard has thoroughly considered Final Environmental Impact Report No. 2015-01 (State Clearinghouse No. 2012051080) (the "EIR") for the Teal Club Specific Plan, which has been prepared in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, on November 21, 2024, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the Final EIR; and

WHEREAS, the comments of the Commissioners, agencies, interested groups, and members of the public have received adequate responses.

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission:

1. Recommends that the City Council certify that Final Environmental Impact Report No. 2015-01 is adequate and was completed in compliance with CEQA and the State

CEQA Guidelines and reflects the City of Oxnard's independent judgment and analysis.

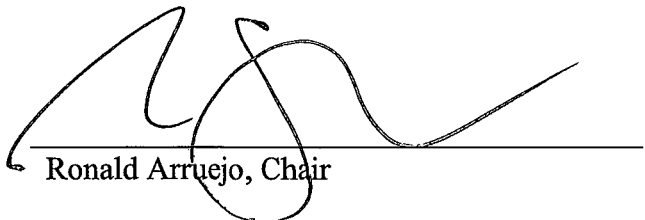
2. Finds that the Planning Commission has been presented with all of the information described in the Recitals and Final EIR 2015-01 and has considered this information prior to adopting this Resolution.
3. Recommends that the City Council approve the Findings of Fact in satisfaction of State CEQA Guidelines Section 15091, which are attached hereto as Exhibit 1 and incorporated herein by reference
4. Recommends that the City Council approve the Mitigation Monitoring and Reporting Program contained in the Final EIR in satisfaction of State CEQA Guidelines Section 15091(d), which is attached hereto as Exhibit 2 and incorporated herein by reference.
5. Recommends that the City Council approve the Statement of Overriding Considerations contained in the Final EIR in satisfaction of State CEQA Guidelines Section 15093, which is attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that after implementation of standard conditions and mitigation measures identified in the Final EIR, the project would result in one or more Class I potentially significant and unavoidable impacts and has considered the Findings of Fact, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations. The Planning & Environmental Services Manager is hereby authorized to file a Notice of Determination with the Ventura County Clerk pursuant to Section 15094 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. The requested actions of the Planning Commission are recommendations to the City Council. As the Planning Commission does not take formal action, but recommends an action to the City Council, an Appeal procedure is not necessary. All aspects of this Project shall not become effective unless and until the City Council approves the Development Agreement.

SECTION 4. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 21st day of November 2024.



Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 21st day of November 2024, and

carried by the following vote:

AYES: Commissioner(s): Arruejo, Dr. Stewart, Dr. Lopez, Connelly, Nash,
Zielsdorf, Schuelke

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):



Joe Pearson II, AICP, Secretary

Exhibits:

Exhibit 1: Findings of Fact and Statement of Overriding Considerations

Exhibit 2: Mitigation Monitoring and Reporting Program

CEQA Findings and Statement of Overriding Considerations

for

Teal Club Specific Plan

**Pursuant to CEQA Sections 15091 and 15093
and Public Resources Code Section 21081**

The Final Environmental Impact Report (Final EIR) prepared by the City of Oxnard (City) for the Teal Club Specific Plan (“the project”) identifies significant environmental impacts that will result from implementation of the project. The City finds that the inclusion of certain mitigation measures as part of project approval will reduce all but the following significant impacts to levels that are less than significant: air quality and agricultural resources. No feasible mitigation measures have been identified to reduce these impacts to a less-than-significant level or mitigation measures have been identified but would not reduce impacts to a level of less than significant; these impacts will remain significant unavoidable impacts of the project. These impacts will be overridden due to specific considerations that are described within this document.

As required by the California Environmental Quality Act (CEQA), the City, in adopting these CEQA Findings and Statement of Overriding Considerations, also adopts a Mitigation Monitoring and Reporting Program (MMRP) for the project. The City finds that the MMRP, which is incorporated by reference, meets the requirements of Public Resources Code Section 21081.6 by providing for the implementation and monitoring of measures intended to mitigate potentially significant effects of the project. In accordance with CEQA and the *CEQA Guidelines*, the City adopts these findings as part of the project approval. Pursuant to Public Resources Code Section 21082.1(c)(3), the City also finds that the Final EIR reflects the City’s independent judgment as the lead agency for the project.

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1 Introduction

1.1 Statutory Requirements for Findings

This statement of findings addresses the potentially significant environmental impacts associated with the proposed Teal Club Specific Plan (TCSP) (“proposed project”) located in the City of Oxnard and is made pursuant to Section 15091 of the California Environmental Quality Act Guidelines (*CEQA Guidelines*), which provides that:

- (a) No public agency will approve or carry out a project for which an Environmental Impact Report (EIR) has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:
 - (1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
 - (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
 - (3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.
- (b) The findings required by subsection (a) will be supported by substantial evidence in the record.

Section 15092 of the *CEQA Guidelines* further stipulates that:

- (b) A public agency will not decide to approve or carry out a project for which an EIR was prepared unless either:
 - (1) The project as approved will not have a significant effect on the environment, or
 - (2) The agency has:
 - (A) Eliminated or substantially lessened all significant effects on the environment where feasible as shown in findings under Section 15091, and
 - (B) Determined that any remaining significant effects on the environment found to be unavoidable under Section 15091 are acceptable due to overriding concerns as described in Section 15093.

As required by CEQA, the City of Oxnard, in adopting these findings, must also adopt a Mitigation Monitoring and Reporting Program (MMRP) for the project. The MMRP, which is incorporated by reference and made a part of these findings, meets the requirements of Section 15097 of the *CEQA Guidelines* by providing for the implementation and monitoring of measures intended to mitigate potentially significant effects of the project.

Whenever these findings specifically refer to a mitigation measure that will avoid or mitigate a potentially significant impact, that specific mitigation measure is hereby made a specific condition of approval of the Teal Club Specific Plan.

1.2 Procedural Findings

The City Council of the City of Oxnard finds as follows.

Based on the nature and scope of the Teal Club Specific Plan, the City Council of Oxnard determined, based on substantial evidence, that the Teal Club Specific Plan may have a significant effect on the environment and prepared an EIR. The EIR was prepared, noticed, published, circulated, reviewed and completed in full compliance with the CEQA Public Resources Code Sections 21000 et seq. CEQA and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et. Seq.), as follows.

On May 18, 2012 the City of Oxnard circulated a Notice of Preparation (NOP) for a 45-day comment period to help identify the types of impacts that could result from the proposed project, as well as potential areas of controversy. The NOP was filed with the County Clerk and mailed to public agencies (including the State Clearinghouse and the California Department of Transportation), and nearby addresses. Comments received by the City on the NOP were taken into account during the preparation of the Draft EIR.

The original Draft EIR was made available on the City's website for public review on August 3, 2015. The Notice of Availability of a Draft EIR was posted with the County Clerk, mailed to local, regional, state, and other public agencies (including the State Clearinghouse and the California Department of Transportation), and nearby property owners and occupants. Hard copies of the Draft EIR were available for public review upon request. The Draft EIR public comment period began on August 3, 2015 and ended on October 5, 2015. The City received 29 comment letters on the Draft EIR. In addition to written comments, verbal comments were received at the Planning Commission hearing of September 3, 2015. One of the commenters on the Draft EIR was Dr. Cesar Morales, Superintendent of Schools for the Oxnard School District (OSD). In the comment letter, Superintendent Morales explained that the Facilities Implementation Program Semi-Annual Report adopted by the OSD in January 2015 provided for the acquisition of a 20-25 acre site at the corner of Doris Avenue and Patterson Road within the TCSP area to develop school facilities. The proposed Specific Plan was put on hold pending a decision on the school site by OSD. While the proposed Specific Plan was on hold, the Draft EIR that was circulated in 2015 was not finalized and was not certified.

In February 2019, the OSD Board of Trustees approved a 25-acre parcel in the original TCSP area for development of a district office, a 700-student elementary school, and a 1,200-student middle school (although the OSD Board of Trustees approved the project, the land use permit approval from the City of Oxnard has not yet occurred). In response, the proposed Teal Club Specific Plan has been revised to remove that 25-acre area from the TCSP area. The revised TCSP would not include 58,000 square feet for a new school, fire station, and park as originally analyzed in the original 2015 EIR.

This Recirculated Draft EIR analyzes the effects associated with the revised TCSP, taking into account changes to the environmental and regulatory setting and taking into account comments that were received in the original Draft EIR circulated in 2015. The Recirculated Draft EIR was circulated for a 60-day public review period that began on December 17, 2021 and ended on February 15, 2022. The City of Oxnard (City) received 39 comment letters on the Recirculated Draft EIR.

Subsequent to the end of the public review period for the Recirculated Draft EIR, and consistent with the requirements of Section 15088(a) of the *CEQA Guidelines*, the City of Oxnard, as the Lead Agency, has considered the public comments received on the Recirculated Draft EIR for the project and has prepared written responses to each of the comments received relative to environmental issues.

Pursuant to Section 15132 of the *CEQA Guidelines*, the Final EIR consists of the following:

- (a) The Recirculated Draft EIR, including all of its appendices.
- (b) A list of persons, organizations, and public agencies commenting on the Recirculated Draft EIR.
- (c) Copies of all letters received by the City during the Recirculated Draft EIR public review period and responses to significant environmental points concerning the Recirculated Draft EIR raised in the review and consultation process.
- (d) Any other information added by the Lead Agency.

1.3 Findings Required Under CEQA

The City Council (the final decision-making body) of the City of Oxnard (the CEQA Lead Agency) will determine whether to certify the EIR for the Project. Because the Recirculated Draft EIR identified a potentially significant environmental impact, the City Council must also make certain “findings” as part of its action to certify that the EIR has been completed in compliance with CEQA and to approve the Teal Club Specific Plan. Pursuant to *CEQA Guidelines* Section 15091 and *CEQA Guidelines* Section 21081, no public agency shall approve or carry out a project for which an environmental impact report has been certified, which identifies one or more significant effects on the environment that would occur if the project is approved or carried out, unless the public agency makes one or more findings for each of those significant effects, accompanied by a brief explanation of the rationale of each finding. The possible findings, which must be supported by substantial evidence in the record, are:

- Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
- Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
- Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR.

1.4 Record of Proceedings

For purposes of CEQA and the findings set forth herein, the record of proceedings for the City’s decision on the proposed project consists of: a) matters of common knowledge to the City, including, but not limited to, federal, State and local laws and regulations; and b) the following documents which are in the custody of the City:

- Notice of Preparation and other public notices issued by the City in conjunction with the proposed project (see Appendix A of the Recirculated Draft EIR for the Notice of Preparation);

- The Draft EIR dated August 2015 and supporting documentation prepared for the proposed project and Appendices A through K and all documents cited, incorporated by reference, or referred to therein;
- The Recirculated Draft EIR and supporting documentation prepared for the proposed project (Recirculated Draft EIR dated December 2021 and Appendix A through K), and all documents cited, incorporated by reference, or referred to therein;
- The written and verbal comments and documents submitted to the City by agencies, organizations, and members of the public (before, during, and after the close of the public comment periods.);
- The Mitigation Monitoring and Reporting Program;
- The Final EIR for the Teal Club Specific Plan dated March 2023 and all documents cited, incorporated by reference, or referred to therein;
- All findings and resolutions adopted by the City in connection with the proposed project, and documents cited or referred to therein;
- The City of Oxnard General Plan;
- Minutes or verbatim transcripts of information and study sessions, workshops, public meetings, and public hearings held by the City in connection with the proposed project; and
- Any other materials required to be in the record of proceedings by public Resources Code section 21167.6, subdivision (e).

The location and custodian of the documents and other materials that constitute the record of proceedings are:

City of Oxnard
Planning Division
214 South C Street
Oxnard, California 93030
Contact: Jay Dobrowski, Planning Supervisor, (805) 385-3948

1.5 Findings

The Final EIR is incorporated into these findings in its entirety. Without limitation, this incorporation is intended to elaborate on the scope and nature of mitigation measures, the basis for determining the significance of impacts, the comparative analysis of alternatives, and the reasons for approving the Teal Club Specific Plan in spite of the potential for associated significant and unavoidable adverse impacts.

For the purposes of these findings, the impact discussions include the relevant policies and actions, as well as the separate mitigation measures imposed to reduce the impacts where the policies did not result in a less than significant impact. In the findings that follow, impact numbers are provided. The impact numbers correspond to sections of the Final EIR that contain an expanded discussion of impacts. Please refer to the referenced impact sections of the Final EIR for more detail.

2 Project Description

This section lists the objectives of the proposed project, provides a brief description of the project, and lists the project alternatives evaluated in the Recirculated Draft EIR.

2.1 Project Objectives

The TCSP Project Proponent's objectives of the project are to:

- 1) Create an integrated land, transportation, and infrastructure plan that allows for a mix of residential, mixed-use and commercial development to minimize the need for short distance single-person vehicle trips both within the project and within the City.
- 2) Provide a balance and economic match, to the extent feasible, between on-site housing and employment opportunities.
- 3) Create an integrated vehicular, pedestrian and bicycle circulation system that connects residential, industrial and commercial uses within the project.
- 4) Create recreational opportunities accessible to the neighborhood and City of Oxnard.
- 5) Establish land uses that permit a range of housing opportunities with varying densities, types, styles, prices and tenancy characteristics including compliance with the 2030 General Plan Housing Element affordability requirements.
- 6) Adopt design guidelines and regulations to provide for consistent and orderly implementation of the plan.
- 7) Provide development and transitional land use patterns that do not conflict with surrounding land uses and neighborhoods.
- 8) Avoid leapfrog development and accommodate projected growth in a location adjacent to existing infrastructure, urban services, existing circulation elements and community facilities.
- 9) Minimize traffic trips by providing a variety of neighborhood services in the commercial area of the project.
- 10) Establish development regulations to ensure residential neighborhoods are compatible with the surrounding area and all proposed land uses are properly integrated or buffered, as appropriate.
- 11) Access the City's Advanced Water Purification program for non-potable water uses.
- 12) Provide an adequate buffer between the TCSP area and agricultural uses to the west on both an interim and permanent basis, as needed.
- 13) Utilize commercial land uses to buffer the TCSP area from the Oxnard Airport to the south.
- 14) Provide bike and trail linkages between the TCSP area and existing facilities.
- 15) Provide a mix of land uses that are financially independent, sustainable, and not a fiscal burden on the General Fund of the City of Oxnard.
- 16) Ensure appropriate phasing and financing for community facilities including street and road improvements, water, urban runoff and flood control facilities, and parks.

- 17) Create neighborhoods with lasting value by setting high quality standards for residential and commercial land development and related public improvements.
- 18) Comply with the State of California's "Build it Green" standards.

The City of Oxnard's objectives of the project are to:

- 1) Develop a project consistent with the 2030 General Plan and other adopted and relevant City policies and capital improvement plans and programs.
- 2) Incorporate innovative, feasible, flexible features that assist the City in implementing relevant 2030 General Plan and related environmental, economic development, and planning goals, policies, and programs.

2.2 Project Summary

The proposed project involves the adoption of a Teal Club Specific Plan (TCSP), a Specific Plan that would involve residential, commercial, and park uses on the 149.72-acre area Teal Club Specific Plan area ("TCSP area"). The TCSP area includes seven agricultural parcels currently in active agricultural production, two of the parcels (seven acres) are located within the City of Oxnard and five parcels (142.72 acres) are in the County of Ventura. Therefore, the proposed project would also involve Pre-Zoning that would allow for the Annexation of a 142.72-acre collection of five agricultural parcels to the City of Oxnard (City), Annexation approval by the Ventura County Local Agency Formation Commission (LAFCo), and Annexation to the Calleguas Municipal Water District (CMWD) and Metropolitan Water District (MWD). The TCSP area is also within the land use planning area for the Oxnard Airport and would require approval by the Ventura County Airport Land Use Commission.

The TCSP would involve development on the 149.72-acre area north of Teal Club Road (known locally as "Teal Club"). Development of the TCSP area would involve construction of up to 990 single and multifamily residential units (of which approximately 148 would be affordable housing units); development of up to 132,000 gross square feet (gsf) of business park; up to 60,000 square feet of Urban Village commercial space; 17.76 acres of community and neighborhood parks and open space; new and widened on- and off-site arterials and collector streets; utility infrastructure including complete recycled water irrigation; resident and visitor parking; bicycle and pedestrian paths and sidewalks; bus transit stops; various pocket parks and resident recreation areas; and landscaping within the individual residential projects. In compliance with the LAFCo policy to avoid creating unincorporated islands, the project includes Annexation of 11.4 acres (9 parcels) south of Teal Club Road that would be Pre-Zoned Light Manufacturing (M-1) with capacity for up to 347,608 gsf of manufacturing uses. The project site is entirely within the Oxnard City Urban Restriction Boundary (CURB) and, therefore, does not require voter approval to adopt the proposed TCSP, Pre-Zoning, and Annexations. Overall, the entire project area is 161.12 acres (149.72-acre TCSP area plus the 11.4-acre additional Annexation area).

2.3 Alternatives

Based on the project objectives and anticipated environmental consequences, and pursuant to CEQA Guidelines Section 15126.6, the following project alternatives were selected for analysis:

- Alternative 1: No Project - No Development
- Alternative 2: Phase 1 Development Only

- Alternative 3: Reduced Intensity

A more detailed description of these alternatives, and required findings, are set forth in Section 5, *Feasibility of Project Alternatives*.

3 Effects Determined to be Mitigated to Less than Significant Levels

The Recirculated Draft EIR identified certain potentially significant effects that could result from the project. However, the City finds, for the reasons stated in the EIR, that mitigation identified in the Recirculated Draft EIR and Initial Study would reduce impacts to less than significant levels. The City finds that all the mitigation measures described below are feasible and agrees to adopt them as conditions of approval for the project. Accordingly, changes or alterations have been required or incorporated into the project which avoid or substantially lessen the significant effects as identified in the EIR and adoption of the mitigation measures set forth below will reduce these significant or potentially significant effects to less than significant levels. These mitigation measures will effectively be part of the project.

3.1 Aesthetics

Impact AES-2

Scenic resources in the project area consist of farmland and tree windrows along the eastern boundary of the project area. These resources help define the project area's visual character and quality. Implementation of the proposed project would replace these visual resources with urban development. Therefore, the project would both eliminate scenic resources and substantially alter the visual character and quality of the site. However, impacts would be Class II, significant but mitigable.

Mitigation Measure AES-2 Windrows in Project Landscaping.

A windrow shall be created throughout the length of the Beverly Drive greenbelt. In addition, in order to reinforce the project's boundaries, windrows shall be created between the project area and the proposed school project, which abuts the project area, and between the Phase 1 and Phase 2 boundaries. The windrows shall be designed to emulate traditional regional windrows originally planted for farming operations, including spacing of trees and tree species of like stature as determined by the Community Development Director. The windrow plan shall be submitted for review and approval by the Oxnard Planning Department prior to issuance of grading permits or building permits in the TCSP area. The windrows shall be maintained for the life of the project, including necessary irrigation and protection for tree establishment and tree maintenance and replacement to maintain the aesthetic look and tree safety for the life of the project.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts to scenic resources would be mitigated to a less than significant level with incorporation of the required mitigation measure.

3.2 Agricultural Resources

Impact AG-2

Development of non-agricultural uses in the TCSP area could potentially cause compatibility conflicts with on-site and nearby agricultural uses. Impacts would be Class II, significant but mitigable.

Mitigation Measure AG-2 Agricultural Buffers

TCSP development adjacent to active agricultural operations shall provide fencing and a minimum buffer of 300 feet to the agricultural operations, consistent with the Ventura County Agricultural Commissioner's Agricultural/Urban Buffer Policy (2006). If this distance is not practical due to project design or features, a minimum 150-foot buffer is acceptable if a vegetative screen is provided as specified in the Agricultural/Urban Buffer Policy. Consistent with Mitigation Measure AES-2, vegetative screens shall be windrows designed to emulate traditional regional windrows originally planted for farming operations, including spacing of trees and tree species of like stature as determined by the Community Development Director.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts to agricultural operations would be mitigated to a less than significant level with incorporation of the required mitigation measure.

3.3 Air Quality

Impact AQ-1

Project construction would generate temporary air pollutant emissions of ozone precursors ROG and NO_x, as well as fugitive dust (PM₁₀ and PM_{2.5}). VCAPCD recommends that lead agencies include mitigation measures to reduce construction emissions; therefore, temporary construction-related air quality impacts would be Class II, significant but mitigable

Mitigation Measure AQ-1(a) Dust Control Measures

The following shall be implemented during grading and construction to control dust.

1. *The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust.*
2. *Pre-grading/excavation activities shall include watering the area to be graded or excavated before commencement of grading or excavating activities. Application of water (preferably reclaimed, if available) should penetrate sufficiently to minimize fugitive dust during grading activities.*
3. *Fugitive dust produced during grading, excavation, and construction activities shall be controlled by the following activities:*
 - a. *All trucks shall be required to cover their loads as required by California Vehicle Code Section 23114.*

- b. All graded and excavated material, exposed soil areas, and active portions of the construction site, including unpaved on-site roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.*
- 4. Graded and/or excavated inactive areas of the construction site shall be monitored at least weekly for dust stabilization. Soil stabilization methods shall be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area within three weeks, it shall be seeded and watered until grass growth is evident, or periodically treated with environmentally safe dust suppressants, to prevent excessive fugitive dust.*
- 5. Signs shall be posted on-site limiting traffic to 15 miles per hour or less.*
- 6. During periods of high winds (i.e., wind speed sufficient to cause fugitive dust to affect adjacent properties), all clearing, grading, earth moving, and excavation operations shall be curtailed to the degree necessary to prevent fugitive dust from being an annoyance or hazard, either off-site or on-site.*
- 7. Adjacent streets and roads shall be swept at least once per day, preferably at the end of the day, if visible soil material is carried over to adjacent streets and roads.*
- 8. Personnel involved in grading operations, including contractors and subcontractors, shall wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations.*
- 9. Shaker plates shall be installed at all truck exits from the site.*
- 10. Dust control requirements shall be shown on all grading plans.*
- 11. Signs displaying the APCD Complaint Line Telephone number for public complaints shall be posted in a prominent location visible off the site: (805) 303-3708 during business hours and (805) 303-3700 after hours.*

Mitigation Measure AQ-1(b) Construction Equipment Controls

The following shall be implemented during construction to minimize emissions of ozone precursors.

- 1. Construction contractors shall minimize equipment idling time throughout construction. Engines shall be turned off if idling would be for more than five minutes.*
- 2. Equipment engines shall be maintained in good condition and in proper tune as per manufacturers' specifications.*
- 3. The number of pieces of equipment operating simultaneously shall be minimized.*
- 4. Construction contractors shall use alternatively fueled construction equipment (such as compressed natural gas, liquefied natural gas, or electric) when feasible.*
- 5. The engine size of construction equipment shall be the minimum practical size.*
- 6. Heavy-duty diesel-powered construction equipment manufactured after 1996 (with federally mandated clean diesel engines) shall be utilized wherever feasible.*

7. *During the smog season (May through October), the construction period should be lengthened so as to minimize the number of vehicles and equipment operating at the same time*
8. *Use of minimum of Tier 4 diesel rating for off-road construction equipment and engine model year 2010 and above for on-road construction vehicles.*

Mitigation Measure AQ-1(c) Low Volatile Paints

Low volatile interior and exterior paints (less than 50 g/L ROC/VOC) shall be used for architectural coatings wherever painted surfaces are proposed.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Construction-related air quality impacts would be mitigated to a less than significant level with incorporation of the required mitigation measure.

Impact AQ-4

The proposed project would not generate population growth beyond AQMP forecasts. It would not inhibit the City's ability to meet the goals of its EAP with implementation of energy efficiency measures described in Impact AQ-2. Impacts relating to AQMP and EAP consistency are therefore considered Class II, significant but mitigable.

Mitigation Measure AQ-2 (b) Increased Efficiency

Applicants for all projects in the TCSP area and in the nine parcels south of Teal Club Road proposed for Annexation shall include in construction and building management contracts the following energy saving requirements, or measures shown to be equally effective:

- Residential and commercial land use shall increase efficiency 15% beyond Title 24 to achieve a Tier 1 "green building" designation within the California Green Building Code, or equivalent as determined by the Community Development Director.
- Use of solar or low-emission water heaters in new buildings.
- Require that commercial landscapers providing services at the common areas of the TCSP area use electric or battery-powered equipment, or other internal combustion equipment that is either certified by the California Air Resources Board or is three years old or less at the time of use, to the extent that such equipment is reasonably available and competitively priced in Ventura County (meaning that the equipment can be easily purchased in stores in Ventura County and the cost of the equipment is not more than 20% greater than the cost of standard equipment).

Applicants for all projects in the TCSP area shall provide documentation of energy savings associated with materials proposed for use at time of building permit application.

Mitigation Measure AQ-2 (c) Passive Energy Conservation Design

Applicants for all projects in the TCSP area and the nine parcels south of Teal Club Road proposed for Annexation shall include passive energy conservation design elements, including

building material massing, orientation, architectural elements (deeply recessed windows, eave overhangs, etc.), landscape shading, recycled or low-impact materials, window glazing to increase insulation, and water circulation pumps to reduce water use, and/or similar measures shown to be equally effective.

Applicants for all projects in the TCSP area and the nine parcels south of Teal Club Road proposed for Annexation shall provide documentation of energy savings associated with materials and methods proposed for use at time of building permit application. These documents shall be reviewed by City staff for achievement of adequate energy conservation

Mitigation Measure AQ-2 (d) Natural Ventilation

Applicants for all projects in the TCSP area and the nine parcels south of Teal Club Road proposed for Annexation shall include natural ventilation in building design plans.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Construction-related air quality impacts would be mitigated to a less than significant level with incorporation of the required mitigation measures.

3.4 Biological Resources

Impact BIO-1

Within the TCSP area, the additional Annexation area, and where Teal Club Road and Patterson Road will be widened, construction during the bird nesting season could directly or indirectly affect nesting birds protected under the Migratory Bird Treaty Act and the CFGC 3503. This is a Class II, significant but mitigable, impact.

Mitigation Measure BIO-1(a) Nesting Bird Survey

If tree removal is to occur during the bird-breeding season (February 15 through September 15), at a minimum one (1) survey shall be conducted prior to tree removal by a qualified biologist (a person with a biology degree and/or established skills in bird recognition). The survey shall occur no more than one (1) week prior to tree removal. The work limits plus a 250-foot buffer, as feasible, shall be surveyed to accommodate potential active raptor nests, as well as other birds nesting nearby. A copy of the biologist contract for these services shall be submitted to the Planning Department for review and approval prior to issuance of grading permits. A report summarizing the findings of the survey and the recommended buffers shall be provided to the Planning Department prior to vegetation removal activities.

Mitigation Measure BIO-1(b) Establishment of Appropriate Buffers

In the event that nesting birds are observed within 250 feet of the disturbance/construction area, species-specific exclusionary buffers shall be determined by the qualified biologist, and construction timing and location shall be adjusted accordingly until the nestlings have fledged and are no longer dependent upon the nest. The active nests and exclusionary buffers shall be monitored by a qualified biologist (at least initially) to determine if the active nests are being

adversely affected by construction activities and to determine if a buffer would need to be increased to reduce such effects.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to nesting birds would be mitigated to a less than significant level with incorporation of the required mitigation measure.

Impact BIO-2

California horned lark and monarch butterflies, both locally sensitive animal species, were not observed on-site during site surveys but may occur within the project area. If present during construction, individuals could potentially be adversely affected. However, impacts to these species would not substantially reduce the populations or affect population sustainability. This is a Class II, significant but mitigable, impact.

Mitigation Measures BIO-1(a-b)

Discussed above under Impact BIO-1.

Mitigation Measure BIO-2(a) Monarch Butterfly Survey

If tree removal occurs during the aggregation season (September through December), a qualified biologist (a person with a biology degree and/or established experience with butterflies) shall determine the presence/absence of monarch butterfly activity on-site. At a minimum, one survey shall be performed no more than one week prior to initial tree removal. A copy of the biologist contract for these services shall be submitted to the Planning Department for review and approval prior to issuance of grading permits. A report summarizing the findings of the survey and the recommendations shall be provided to the Planning Department prior to tree trimming/removal activities.

Mitigation Measure BIO-2(b) Establishment of Appropriate Buffers

If temporary aggregation activity is observed, a 100-foot buffer shall be established until after the aggregation season or until the monarchs have left the site.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts to horned lark and monarch butterflies would be mitigated to a less than significant level with incorporation of the required mitigation measure.

3.5 Geology and Soils

Impact GEO-2

The TCSP area and additional Annexation area is within a State designated Liquefaction Hazard Zone. In addition, near-surface alluvial soils in the project area are not considered suitable to

support structures and expansive soils may be present. However, geotechnical engineering solutions are available to remediate these issues, and development of the residential and other uses envisioned in the TCSP and additional annexation area would be feasible from a geotechnical perspective. Mitigation Measure GEO-2 would reduce impacts to a Class II, significant but mitigable, level.

Mitigation Measure GEO-2 Geotechnical Recommendations

All recommendations contained within the TCSP geological “due diligence” investigation conducted by Geolabs in 2004 (Appendix D of this EIR) shall be followed for future development proposals within the TCSP area and annexation area south of Teal Club Road. These recommendations include the following, unless superseded by a project-specific geotechnical report reviewed and approved

- A uniform blanket of compacted fill shall be created for support of structural footings in the alluvial area.
- Areas that are to be paved shall be scarified to at least 12 inches below existing or rough grade (whichever is deeper), brought to near material’s optimum moisture content, and compacted to appropriate relative compaction.
- Areas with disturbed materials and areas to support structures shall be improved by over excavating the unsuitable materials and replacing them with engineered fill.
- Any import materials that are to be used as structural fill shall be approved by a qualified geotechnical engineer prior to placement.
- Compressible soils that lie within areas to receive engineered fill shall be removed to relatively incompressible material, moisture conditioned, and replaced as properly compacted fill.
- Conduct laboratory testing to verify the expansive properties of the near-pad-grade materials shall be performed at the completion of rough grading.

Supplemental subsurface investigations shall be performed for each specific development project within the project area to more thoroughly evaluate the materials within the site and update/augment the measures listed above as appropriate. These reports shall be submitted for City review and approval prior to issuance of grading or building permits within the project area. All recommendations of the supplemental investigations shall be incorporated into approved grading and construction plans.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to liquefaction would be mitigated to a less than significant level with incorporation of the required mitigation measure.

3.6 Hazards and Hazardous Materials

Impact HAZ-2

Development of the TCSP and additional parcels to be annexed would require the demolition of structures that could contain asbestos or lead based paints. Demolition of these buildings, if these materials are present, could potentially expose workers to hazards that would adversely affect human health and safety. Also, buried asbestos-cement (“transite”) water pipes contain asbestos. However, compliance with both locally adopted Ventura County Air Pollution Control District (VCAPCD) and State regulations regarding the handling and disposal of these materials would reduce these potential impacts to Class II, significant but mitigable.

Mitigation Measure HAZ-2(a) Asbestos and Lead Based Paint Surveys

Prior to issuance of a demolition permit for any structure, a lead-based paint and asbestos survey shall be performed by a qualified and appropriately licensed professional and submitted to the City. All testing procedures shall follow recognized local standards as well as established California and Federal assessment protocols. The lead-based paint and asbestos survey report shall quantify the areas of lead –based paint and asbestos containing materials.

Mitigation Measure HAZ-2(b) Asbestos Abatement

Prior to any demolition or renovation, onsite structures that contain asbestos must have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the VCAPCD. All abatement activities shall be in compliance with California and Federal OSHA, and with the VCAPCD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite structures shall be hauled and disposed of by a transportation company licensed to handle asbestos-containing materials and disposed of at a licensed receiving facility and under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos containing material removed, where the material was disposed. This report shall include transportation and disposal manifests or dump tickets. The abatement report shall be prepared for the property owner or other responsible party, with a copy submitted to the VCAPCD and the City of Oxnard.

Mitigation Measure HAZ-2(c) Lead Based Paint Removal

Prior to the issuance of a permit for the renovation or demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the structure for lead-based paint. If lead-based paint is discovered, it shall be removed according to proper abatement procedures recommended by the consultant and in accordance with VCAPCD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed of by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based paint removed, where the material was moved to, and include transportation and

disposal manifests or dump tickets. The abatement report shall be prepared for the property owner or other responsible party, with a copy submitted to the VCAPCD and the City of Oxnard.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to demolition of structures that could contain asbestos or lead-based paint would be mitigated to a less than significant level with incorporation of the required mitigation measure.

Impact HAZ-3

The proposed TCSP area is currently used for agriculture. Residual levels of chlorinated pesticides were found in the soil. Chemicals could be released during grading activities for development under the proposed TCSP, exposing construction workers and nearby receptors to contaminated soils. However, with adherence to existing regulations pertaining to the remediation of such soils, impacts would be Class II, significant but mitigable.

Mitigation Measure HAZ-3 Remediation

The following recommendations (including those contained in the Phase I ESA) shall be implemented during construction of projects within the TCSP area:

- The upper agricultural disturbed soil (approximately upper 1 to 1.5 feet below surface level, to be determined by Building and Engineering Services), shall be removed and the site shall be recompact.
- Monitoring of residual levels of pesticides and metals (including arsenic and lead) shall be confirmed both during and following completion of the grading activities to be sure residual levels are below action levels. San Francisco Bay Regional Water Quality Control Board's Environmental Screening Levels (ESLs) and hazardous waste screening thresholds for contaminants in soil (CCR Title 22, Section 66261.24) shall be used to set appropriate residual levels of contamination found.
- If residual organochlorine pesticide or metals contamination (including arsenic and lead) is found at levels exceeding ESLs and/or hazardous waste screening thresholds for contaminants in soil (CCR Title 22, Section 66261.24), a Soil Management Plan, Removal Action Plan or equivalent document must be prepared by a qualified hazardous materials consultant. The plan must establish remedial measures and/ or soil management practices to ensure construction worker safety and the health of future workers, residents, and visitors. The Plan shall be submitted to the hazardous materials response team in the Oxnard Fire Department for review and approval.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to contaminated soils would be mitigated to a less than significant level with incorporation of the required mitigation measure.

Impact HAZ-5

The proposed TCSP area and additional annexation area are both within the Oxnard Airport's traffic pattern zone (TPZ) and are subject to height restrictions. Structures in these areas may be considered obstructions to air travel. Impacts related to airport safety clearance are Class II, significant but mitigable.

Mitigation Measure HAZ-5(a) FAA Notification

For all development in the TCSP area and the additional annexation area, the applicant shall notify the FAA via online application at FAA's <https://oeaaa.faa.gov/oeaaa/external/portal.jsp> website. The FAA will determine if the structure is an "obstruction" or "hazard" to aviation, and if so, will make recommendations to reduce the obstruction or hazard. Prior to issuance of building permits, the applicant shall forward the FAA determination and recommendations to the City of Oxnard and the City shall require that the applicant implement the recommendations provided by the FAA. Recommendations may include the use of red obstruction lighting on new construction.

Mitigation Measure HAZ-5(b) Structural Coverage in the TCSP Area

Structures within the TCSP area shall conform to the following guidelines:

- Residential uses: Maximum structural coverage of the residential planning areas must be no more than 25%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts.
- Commercial uses: Maximum structural coverage of the commercial planning areas must not exceed 50%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts.

Mitigation Measure HAZ-5(c) Structural Coverage in the Additional Annexation Area

Structures within the additional annexation area shall conform to the following guidelines:

- Commercial and industrial uses: Maximum structural coverage must not exceed 50%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts. Where development is proposed immediately adjacent to the airport property, site plans shall be designed to locate structures as far as practical from the runway.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to airport safety clearance would be mitigated to a less than significant level with incorporation of the required mitigation measure.

3.7 Hydrology and Water Quality

Impact HWQ-4

During excavation and grading in the project area, groundwater could be encountered onsite. This may require temporary or permanent dewatering. However, impacts would be Class II, significant but mitigable.

Mitigation Measure HWQ-4 Dewatering Program

Prior to the issuance of any grading permits in the project area, a qualified engineer, hydrologist or hydrogeologist shall estimate from the final engineering plans the volume of dewatering necessary for development within the project area. If dewatering is required, a dewatering program shall be designed to properly convey and treat dewatering discharge in accordance with the NPDES permits, as well as state and local regulations. The program shall be subject to the approval of the City of Oxnard Public Works Department. The program shall include site design methods for treatment and conveyance of temporary, and permanent if required, dewatering discharge, including infiltration ponds, vegetated swales, and/or reuse for landscape irrigation. Prior to the implementation of a dewatering program, groundwater sampling shall be performed to ensure that the system is adequately designed and permitted to address onsite groundwater conditions. Groundwater samples shall be analyzed for chemicals related to agricultural operations (i.e.: pesticides and arsenic), petroleum hydrocarbons, and volatile organic compounds (VOCs).

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to groundwater would be mitigated to a less than significant level with incorporation of the required mitigation measure.

3.8 Land Use and Planning

Impact LU-2

The proposed project is potentially inconsistent with applicable land use plans, policies and regulations. This is a Class II, significant but mitigable impact.

Mitigation Measures

Mitigation measures included in Sections 4.1, *Aesthetics*, 4.2, *Agricultural Resources*, 4.3, *Air Quality*, 4.5, *Geology and Soils*, 4.7, *Hazards and Hazardous Materials*, 4.10, *Noise*, and 4.13, *Transportation and Traffic* would reduce environmental impacts to help achieve consistency with adopted goals and policies.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the

EIR. Impacts related to inconsistency with applicable land use plans would be mitigated to a less than significant level with incorporation of the required mitigation measure.

Impact LU-3

The proposed project would be generally compatible with existing adjacent urban and airport uses, with incorporation of mitigation measures included in the transportation, air quality, hazards, and noise sections of this EIR. This is considered a Class II, significant but mitigable, impact.

Mitigation Measure LU-3(a) FAA Notification

For all development in the TCSP area and the additional Annexation area, the applicant shall notify the FAA via online application at FAA's <https://oeaaa.faa.gov/oeaaa/external/portal.jsp> website. The FAA will determine if the structure is an "obstruction" or "hazard" to aviation, and if so, will make recommendations to reduce the obstruction or hazard. Prior to issuance of building permits, the applicant shall forward the FAA determination and recommendations to the City of Oxnard and the City shall require that the applicant implement the recommendations provided by the FAA. Recommendations may include the use of red obstruction lighting on new construction.

Mitigation Measure LU-3(b) Structural Coverage in the TCSP Area

Structures within the TCSP area shall conform to the following guidelines:

- Residential uses: Maximum structural coverage of the residential planning areas must be no more than 25%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts
- Commercial uses: Maximum structural coverage of the commercial planning areas must not exceed 50%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts.

Mitigation Measure LU-3(c) Structural Coverage in the Additional Annexation Area

Structures within the additional Annexation area shall conform to the following guidelines:

- Commercial and industrial uses: Maximum structural coverage must not exceed 50%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts. Where development is proposed immediately adjacent to the airport property, site plans shall be designed to locate structures as far as practical from the runway.

Mitigation Measure LU-3(d) Avigation Easement

Prior to issuance of final tract maps for development pursuant to the proposed Specific Plan or rezone of additional Annexation areas, the project applicant shall grant an avigation easement to the County of Ventura to record that the property owner(s) acknowledge that their properties are in an area subject to frequent aircraft overflights and that such overflights may result in noise, exhaust emissions and vibrations.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to compatibility with urban and airport uses would be mitigated to a less than significant level with incorporation of the required mitigation measures.

3.9 Public Services and Recreation

Impact PS-1

The proposed project would incrementally increase demands on the Oxnard Fire Department. This increase would affect the personnel, equipment, and the organization of the Fire Department. This would be a Class II, significant but mitigable impact.

Mitigation Measure PS-1 New Fire Station, Equipment, and Staffing

The developer shall provide sufficient proportional funding for development of an additional fire station, fire engine, and staff to provide fire/emergency services to the project area. The City of Oxnard shall create a Community Facilities (Mello Roos) District within the project area to offset proportional associated staffing costs. Mitigation shall be in place and operational prior to occupancy to be determined by the Oxnard Fire Department.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to fire department demand would be mitigated to a less than significant level with incorporation of the required mitigation measure.

Impact PS-2

The proposed project would incrementally increase demands on the Oxnard Police Department, which could adversely affect the Police Department. This would be a Class II, significant but mitigable impact.

Mitigation Measure PS-2(a) Oxnard Police Department Consultation

Prior to approval of individual Development Design Review permits, the developer shall work closely with the Oxnard Police Department prior to the final design of the project to ensure the development of adequate security measures for the construction and occupancy stages of development. Such measures shall include but are not limited to the following:

- Compliance with Oxnard Police Department recommendations relative to building design, site design, visibility, access, graffiti control, landscaping, security lighting, doors, locks and other relevant factors in the preparation of the final plans.
- The Oxnard Police Department shall be included in the plan check process to enable the Department to recommend specific improvements that will enhance crime prevention for the project and allow for the police to better plan for calls that may be generated by the development.

- Implement fencing and security measures during the construction phase. The City of Oxnard Police Department shall approve security measures

Mitigation Measure PS-2(b) New Police Staffing

The developer shall provide sufficient proportional funding for development of additional police staffing to provide police protection services to the project area. The City of Oxnard shall create a Community Facilities (Mello Roos) District within the project area to offset proportional associated staffing costs. Mitigation shall be in place and operational prior to occupancy to be determined by the Oxnard Police Department.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to police department demand would be mitigated to a less than significant level with incorporation of the required mitigation measure.

3.10 Utilities

Impact UTL-2

Buildout under the proposed TCSP would generate an estimated water demand of about 389 acre feet per year. The City's projected water supply is expected to be adequate to serve the TCSP demands through the Year 2035, based on planned increases in supply provided by recycled water and transfer of groundwater sources from agricultural activities to the City. However, certain sources of supply included in the City's projections are not yet available. Impacts would be Class II, significant but mitigable.

Mitigation Measure UTL-2(a) Availability of Recycled Water

In order to ensure that the proposed TCSP does not draw from Phase I AWPf recycled water, the City shall confirm that planned additional AWPf capacity is at least 50% funded and engineering plans are 25% completed before any building permits for the first phase of the TCSP are issued and/or adequate alternative new water are available.

Mitigation Measure UTL-2(b) On-site Recycled Water System

The recycled water system serving the TCSP area shall include the following:

- Pipeline extension from the mainline in Ventura Road to the property. The developer shall be responsible for either constructing the line or payment of fees to the City for its construction.
- A recycled water system that serves all practical irrigated areas and which is: (1) separated from the domestic water system; (2) constructed per the City's Recycled Water Construction Standards; (3) irrigated at night; and (4) properly signed. Note that the signs shall be installed once the system is fully operational.
- Mainline shall be a public system with meters, as appropriate, to recycled water customers. The developer shall be responsible for the design and construction of the recycled water

main pipeline system within the development. Construction shall be per City standard requirements with payment of applicable fees.

- Separate meters for the portion of the irrigated area intended for the future recycled water system and the portion of the system that will not be connected to the future recycled water system, if any.
- Until the recycled water system is operational, the common area irrigation system shall be connected to the domestic system. Once recycled water is available, and connection to the recycled water system is made, the developer shall remove the connection to the domestic water system.
- Prior to the availability of recycled water, the developer shall be responsible for payment of the Recycled Water Connection Fee or the water connection fee, whichever is greater for facilities constructed.
- At such time as recycled water is available, the developer shall be responsible for all costs involved with the re-connection of the applicable portions of the irrigation system to the public recycled water system, including appropriate signage. Credits for connection fees shall be given by the City based on the size of the meter(s). Under no circumstance will there be a refund of water connection fees already paid.
- The developer shall be responsible for appropriate CCRs covering the use of recycled water within the property and for proper disclosures.

Mitigation Measure UTL-2(c) Exterior Water Conservation

The developer shall incorporate into the TCSP the following exterior water conservation features in order to reduce water demand to the greatest extent feasible, with a goal of at least 30% water use reduction compared to traditional turf landscaping. These shall include, but are not limited to:

- Landscape of common areas with low water-using plants (i.e., drought tolerant plant species);
- Weather-based irrigation controllers for all landscaped areas;
- Minimize the use of turf by limiting it to lawn dependent uses; and,
- Wherever turf is used, install warm season grasses

Mitigation Measure UTL-2(d) On-site Domestic Water System

The on-site domestic water system shall include:

- Connections to the City's system in at least two locations as approved by the City, generally located along the eastern side of the property (Ventura Road) and along either the north or south side of the development away from Ventura Road. There shall be an on-site looped main transmission system through the development.
- Public pipeline systems which feed into separate water meters for each ownership. In addition, there shall be separate water meters for each multi-family unit, but not apartments.

- An internal water system designed to provide for the higher of either maximum day plus fire or peak hour demand.

Mitigation Measure UTL-2(e) Water Neutrality

To ensure that the proposed TCSP meets the objectives of the City's Water Neutrality Policy, the City shall confirm, at the time individual phases of the project are reviewed, that the FCGMA allocation transfer rate in place is sufficient to meet the water demand of the phase under consideration. Additional water demand above the amount of transferred supply, shall be provided by the applicant to offset the net additional water demand associated with the project. This shall be accomplished through a Water Neutrality Plan to be reviewed and approved by the City prior to issuance of any building permit. The Water Neutrality Plan shall contain any combination of the following measures, or other measures suggested by the Applicant, that are quantifiable, permanent offsets of existing potable water use elsewhere in the City, or bring new water supply to the City, that match or exceed potable water shortfall:

- a. Use recycled water for indoor residential uses, including but not limited to, toilet flushing;
- b. Use recycled water for indoor business park and commercial elements of the project including, but not limited to, toilet and urinal flushing, process uses and air conditioning.
- c. Contribute to expansion of the City's water conservation program, such as but not limited to offsets available through programs such as toilet exchange and showerhead replacements;
- d. Provide to the City financial contributions towards City programs which generate in-City water conservation or recycled water capacity or conveyance not otherwise required by another State or local water conservation program;
- e. Participate in other similar programs with cumulatively result in an adequate water supply contribution; and
- f. Provide to the City water supplies equal to the shortage amount.

The City shall ensure implementation of the approved plan in all aspects of permitting and construction of individual phases addressed in the plan.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Phase 2 impacts related to water supply would be mitigated to a less than significant level with incorporation of the required mitigation measure.

4 Significant Effects that Cannot be Mitigated to a Less than Significant Level

A significant unavoidable impact is an impact that cannot be mitigated to a less than significant level if the project is implemented, because no feasible mitigation has been identified. Except for the impacts described below, all significant impacts associated with the proposed project would be reduced to a less than significant level with incorporation of mitigation measures identified in the Final EIR. The project would result in the following significant unavoidable impacts:

4.1 Agricultural Resources

Impact AG-1

Implementation of the proposed TCSP would result in the conversion of approximately 149.5 acres of “important farmland” with prime soils to non-agricultural uses. This would result in the permanent loss of agricultural lands. Therefore, impacts would be Class I, significant and unavoidable.

Mitigation Measure AG-1 Agricultural Conservation

The applicant shall implement one of the two options below. The applicant for projects involving the Phase 1 properties shall implement Option 1, the Agricultural Conversion In-Lieu fee. For the applicants for Phase 2 properties, Option 1 is also the preferred option, though the City may review and allow Option 2.

Option #1: Agricultural Conversion In-Lieu Fee. Prior to issuance of the first grading permit, the applicant shall have paid an agricultural conservation in-lieu fee to the City of Oxnard. The final fee amount shall be determined by the City of Oxnard at its discretion. The funds shall be used for land acquisition (land or structure), refurbishment and/or construction of farmworker housing units within Oxnard. The use of such funds shall be determined at the discretion of the City Manager, Community Development Director, and Housing Director.

Option #2: Purchase of Agricultural Conservation Easements. Prior to recordation of the first final map in the TCSP area, the applicant shall have recorded permanent agricultural conservation easements on at least 50 acres in either the Oxnard Plain area of Ventura County, the Santa Clara River floodplain, or a location otherwise deemed acceptable by the City of Oxnard Community Development Department. Prior to issuance of a building permit for construction of the 500th residential unit, the applicant shall have recorded permanent agricultural conservation easements on at least 100 acres in the Oxnard Plain area of Ventura County, the Santa Clara River floodplain, or a location otherwise deemed acceptable by the City of Oxnard Community Development Department. Prior to issuance of a building permit for construction of the 990th residential unit, the applicant shall have recorded permanent agricultural conservation easements on at least 149.5 acres in the Oxnard Plain area of Ventura County, the Santa Clara River floodplain, or a location otherwise deemed acceptable by the City of Oxnard Community Development Department. All agricultural lands to be preserved via conservation easement shall be of comparable quality to the farmland of statewide importance that would be converted under implementation of the TCSP, containing row crops or tree crops

and high soil fertility. Agricultural conservation easements shall perpetually restrict non-farm development and other uses that are inconsistent with commercial agriculture. To the extent feasible, the applicant shall coordinate with and provide funding for qualified land conservation entities (i.e., land trusts) to secure and hold the easements in perpetuity.

Finding

Implementation of the required mitigation measures would reduce impacts to agricultural resources either through the payment of an in-lieu fee which the City would use for land acquisition, refurbishment, and/or construction of farmworker housing units within Oxnard or through the applicant's purchase of permanent agricultural conservation easements. The City finds that although this impact would be significant and unavoidable, the impact is acceptable when weighed against the overriding social, economic, and other considerations set forth in the Statement of Overriding Considerations (Section 6 of these Findings).

4.2 Air Quality

Impact AQ-2

Operational emissions of ROG and NO_x would exceed VCAPCD's daily thresholds. While the impacts of vehicle emissions and related impacts are mitigable with payment of Transportation Demand Management (TDM) fees, not all operational emissions are mitigable. Therefore, the project would have a Class I, significant and unavoidable, impact to regional air quality.

Mitigation Measure AQ-2(a) TDM Fees

The TCSP project developer shall provide payment of fees to the City's Transportation Demand Management Plan Fund Fee for Mitigation for Air Quality. Fees will be based on the formula provided by the Ventura County APCD. The fees will be based on the exceedance of the threshold for ROG and NO_x that is attributable to mobile emissions for Phase 1 and Phase 2. The fees shall be based on the unit cost for ROG and NO_x, in effect at the time the fee is to be paid using the VCAPCD guidelines formula of:

- (excess emissions lbs/day) x (unit cost ROG) x (days in operation) x (3 years) = Total cost
- (excess emissions lbs/day) x (unit cost NO_x) x (days in operation) x (3 years) = Total cost

Payment of Phase 1 fees is required prior to issuance of the first certificate of occupancy for Phase 1. Payment of Phase 2 fees is required prior to issuance of the first certificate of occupancy for Phase 2. Payment of fees associated with the additional Annexation area is required for future developers prior to issuance of certificate of occupancy.

Mitigation Measure AQ-2(b) Increased Efficiency.

Applicants for all projects within the TCSP area and in the nine parcels on the south side of Teal Club Road proposed for annexation shall include in construction and building management contracts the following energy saving requirements, or measures shown to be equally effective:

- Residential and commercial land use shall increase efficiency 15% beyond Title 24 to achieve a Tier 1 "green building" designation within the California Green Building Code.
- Use of solar or low-emission water heaters in new buildings.

- Require that commercial landscapers providing services at the common areas of the TCSP area use electric or battery-powered equipment, or other internal combustion equipment that is either certified by the California Air Resources Board or is three years old or less at the time of use, to the extent that such equipment is reasonably available and competitively priced in Ventura County (meaning that the equipment can be easily purchased in stores in Ventura County and the cost of the equipment is not more than 20% greater than the cost of standard equipment). Applicants for all projects within the TCSP area shall provide documentation of energy savings associated with materials proposed for use at time of building permit application.

Mitigation Measure AQ-2(c) Renewable Energy

All structures within the TCSP area and within the nine parcels south of Teal Club Road with a flat or nearly flat roof area of over 10,000 square feet shall be designed to support the installation of solar panels and/or similar equipment that generates electricity from sunlight and/or wind. (This is a current requirement of Title 24 for all newly constructed single family residences and low-rise multifamily residential buildings, but shall also apply to all development proposed within the TCSP area and within the nine parcels on the south side of Teal Club Road proposed for annexation.) The owner/tenant of the building may elect to install such equipment to service the building and/or enter into a commercially reasonable public or private utility agreement for purposes of generating energy or transmission, if requested by the City and economically feasible.

Mitigation Measure AQ-2(d) Passive Energy Conservation Design.

Applicants for all projects within the TCSP area and in the nine parcels south of Teal Club Road proposed for annexation shall include passive energy conservation design elements, including building material massing, orientation, landscape shading, recycled or low-impact materials, window glazing to increase insulation, and water circulation pumps to reduce water use, and/or similar measures shown to be equally effective.

Applicants for all projects within the TCSP area and nine parcels south of Teal Club Road proposed for annexation shall provide documentation of energy savings associated with materials and methods proposed for use at time of building permit application. These documents shall be reviewed by City staff for achievement of adequate energy conservation.

Mitigation Measure AQ-2(e) Natural Ventilation. Applicants for all projects within the TCSP area and in the nine parcels south of Teal Club Road proposed for annexation shall include natural ventilation in building design plans whenever feasible.

Finding

Implementation of the required mitigation measures would reduce NO_x emissions associated with the operation of the TCSP and projects on the nine parcels south of Teal Club Road proposed for annexation. Payment of TDM fees would mitigate the impacts from mobile emissions to the extent feasible provided that the final square footage and dwelling units does not exceed those described in Section 2.0, *Project Description*, of the Recirculated Draft EIR. At this programmatic stage of planning for the TCSP, there are no specific building design plans and therefore it cannot be ensured that individual projects would include the design components necessary to reduce the impacts from area emissions to a less than significant level. Due to the exceedance of VCAPCD thresholds for ROG and NO_x that are not attributable to mobile emissions and therefore not mitigable by payment of

fees, impacts would remain significant after mitigation. (However, mitigation measures AQ-2(b) through AQ-2(e) do ensure that the projects would be consistent with City of Oxnard General Plan policies intended to reduce operational emissions.) The City finds that although this impact would be significant and unavoidable, the impact is acceptable when weighed against the overriding social, economic, and other considerations set forth in the Statement of Overriding Considerations (Section 6 of these Findings).

4.3 Cumulative Impacts

An EIR is required to discuss the cumulative impacts of a project when the project's incremental effect is cumulatively considerable. *CEQA Guidelines* Section 15130(a). "Cumulatively considerable" means that the incremental effects of the project are significant when viewed in connection with the effects of past projects, other current projects, and probable future projects. *CEQA Guidelines* Section 15065(a)(3); Pub. Resources Code Section 21083(b)(2).

The City finds that the proposed project will result in cumulatively considerable impacts to agriculture and air quality.

As discussed in Section 4.3, *Air Quality*, of the Recirculated Draft EIR, Ventura County is currently in nonattainment under the federal 2008 standard for 8-hour ozone (AQMP, 2016) and under the state standards for ozone, PM_{2.5}, and PM₁₀, related projects could exceed an air quality standard or contribute to an existing or projected air quality exceedance. With regard to determining the significance of the proposed project's contribution, the VCAPCD recommends that a project's potential contribution to cumulative impacts should be assessed utilizing the same significance criteria as those for project specific impacts. Therefore, this EIR assumes that individual development projects that generate operational emissions that exceed the VCAPCD recommended daily thresholds for project-specific impacts would also cause a cumulatively considerable increase in emissions for those pollutants for which the Basin is in nonattainment. As discussed in Impact AQ-2, operational emissions associated with full buildout of the proposed project would exceed VCAPCD thresholds for ROG and NO_x. Therefore, the emissions generated by the proposed project would be cumulatively considerable regarding a substantial contribution to an existing or projected air quality violation.

As discussed in Section 4.2, *Agricultural Resources*, of the Recirculated Draft EIR, the proposed project combined with other planned and pending projects would contribute to the conversion of agricultural land to non-agricultural uses. The City's 2030 General Plan Program EIR, which was certified in October 2011, found significant and unavoidable impacts related to the conversion of agricultural land to non-agricultural uses, as no feasible mitigation measures were available to reduce this impact to a less than significant level. Project development would convert approximately 149.5 acres of important farmland to non-agricultural uses and would therefore substantially contribute to this significant impact, even with implementation of Mitigation Measure AG-1 to avert the future regional conversion of important farmland with agricultural conservation easements.

A number of regulatory mechanisms are in place to minimize the conversion of agricultural land to nonagricultural use outside of the CURB, including the County SOAR ordinances, City CURB, and greenbelt agreements between Camarillo and Oxnard and between the City of Oxnard and City of Ventura. Nevertheless, planned development of Prime Farmland, Farmland of Statewide Importance, and Unique Farmland within the CURB line would result in cumulatively significant agricultural resource impacts, as the conversion of such land to non-agricultural uses cannot be fully mitigated. According to the City's 2030 General Plan Program EIR (recirculated November 2009

version), cumulative development would result in the conversion of up to 2,215 acres of important farmland, of which 1,048 acres would be farmland of statewide importance. The specific 149.5 acre loss of farmland associated with buildout of the proposed project is included in General Plan assessment as shown on Figure 5-1, Important Farmland Updates, of the recirculated 2030 General Plan Program EIR and represents approximately 14% of the total cumulative loss of “important” farmlands within the CURB. Thus, the cumulative impact to agricultural would be significant and the project’s contribution would be cumulatively considerable.

Finding

Implementation of the proposed project would result in cumulatively considerable air quality impacts associated with the Ventura County area’s nonattainment for various criteria air pollutants and the project’s operational ROG and NOX emissions. While mitigation measure AG-2(a-e) as discussed above would be required, the project would still have cumulative impacts. The City finds that although this impact would be significant and unavoidable, the impact is acceptable when weighed against the overriding social, economic, and other considerations set forth in the Statement of Overriding Considerations (Section 6 of these Findings).

Implementation of the proposed project would result in cumulatively considerable agricultural impacts due to the conversion of 149.5 acres of important farmland. While mitigation measure AG-1, as discussed above, would be required, impacts would remain cumulatively considerable. The City finds that although this impact would be significant and unavoidable, the impact is acceptable when weighed against the overriding social, economic, and other considerations set forth in the Statement of Overriding Considerations (Section 6 of these Findings).

5 Feasibility of Project Alternatives

The Recirculated Draft EIR included several project alternatives. The City hereby concludes that the Recirculated Draft EIR sets forth a reasonable range of alternatives to the proposed project so as to foster informed public participation and informed decision making. The City finds that the alternatives identified and described in the Recirculated Draft EIR were considered and further finds two of them to be infeasible for the specific economic, social, or other considerations set forth below pursuant to *CEQA Guidelines* Section 21081.

In addition to the project, the following alternatives were evaluated in the Recirculated Draft EIR, and are more fully described in Section 7, *Alternatives*, of the Recirculated Draft EIR.

5.1 Alternative 1: No Project – No Development Alternative

The *CEQA Guidelines* stipulate that an EIR specifically include a “No Project” alternative. The purpose in including a No Project Alternative is to allow decision-makers to compare the impacts of approving the project with the impacts of not approving the project.

This alternative assumes that the proposed project is not approved and that the project area is not developed. For the TCSP area, the existing County of Ventura Zoning of Agricultural Exclusive-40 and County of Ventura General Plan designation of Agricultural would remain and the area would remain in active agricultural uses. The existing structures on-site would not be demolished. The nine parcels in the additional Annexation area would not be Annexed and would remain designated as Agricultural-Urban Reserve in the Ventura County General Plan.

The No Project – No Development alternative would involve no changes to the physical environment and thus would have no environmental effects. As such, this alternative would have no impact with respect to aesthetics, agricultural resources, biological resources, geology, greenhouse gas emissions/climate change, hazards and hazardous materials, hydrology, noise, population, education, and housing, public services and recreation, traffic, or utilities and energy. This alternative would eliminate the proposed project’s significant and unavoidable impacts with respect to conversion of important farmland, operational air pollution emissions, and change in visual character. No mitigation measures would be required for the No Project – No Development alternative. Overall impacts would be lower than those of the proposed project since no change to environmental conditions would occur.

This alternative would be inherently consistent with the Ventura County General Plan but would not fulfill the vision of the City of Oxnard General Plan for the project area, which pre-designates the project area as “Urban Village” and includes a goal to support development of this land.

Findings

The No Project – No Development Alternative would not meet several of the objectives of the proposed project, including:

- Provide a mix of residential and commercial development to minimize vehicle trips (Objective 1)

- Create recreational opportunities (Objective 4)
- Create housing opportunities (Objective 5)

The City rejects Alternative 1 as infeasible because it would not achieve several of the project objectives.

The findings for the Teal Club Specific Plan set forth in this document and the overriding social, economic and other considerations set forth in the Statement of Overriding Considerations provide support for the proposed project and the elimination of this alternative from further consideration.

5.2 Alternative 2: Phase 1 Development Only

This alternative anticipates that Phase 2 of the TCSP would not be developed. The 57.9 acres that comprise Phase 2 would continue to be used for agriculture. The 91.8 acres of the Phase 1 planning area would be developed, 150-foot agricultural buffers (with a vegetative screen) would be provided and the Phase 2 area would be removed from the TCSP. The resulting project (Phase 1 only) would include 723 dwelling units at various densities, a 6.5-acre Community Park, and Urban Village core along Ventura Road. Total non-residential development in the TCSP area would include 60,000 square feet of commercial/mixed-use space. Development of the business research park would not occur. The additional nine parcels south of Teal Club Road would still be annexed and zoned for light manufacturing, potentially facilitating up to 347,608 square feet of light industrial development.

Overall, this alternative would result in 267 fewer residential units than the proposed project (a 27% reduction) and 132,000 fewer square feet of non-residential development (a 29% reduction). This alternative would result in the demolition of one existing single-family residence in the TCSP area and approximately six residences in the additional Annexation area.

Alternative 2 would require the same mitigation measures to reduce impacts related to aesthetics, biological resources, Hazards and Hazardous materials, Hydrology and Water Quality, Land Use and Planning, Public Services, Transportation and Traffic, Utilities and Service Systems

However, this alternative would result in different operational impacts in some areas. Because the alternative would include fewer residential units, impacts related to greenhouse gas emissions and noise would be reduced. Nonetheless, Alternative 2, like the proposed project, would result in unavoidable significant impacts related to Agricultural Resources and Air Quality.

Findings

This alternative would reduce, but not eliminate, the significant and unavoidable impacts related to Air Quality and Agricultural Resources. This alternative would generally meet the project objectives, although fewer housing units, office uses, and public park acreage would be constructed.

The City rejects Alternative 2 as infeasible because it would not meet the project objectives to the same extent as the proposed project and would not eliminate the significant and unavoidable air quality and agricultural resources impacts.

5.3 Alternative 3: Reduced Intensity

This alternative would be similar to the proposed project with similar land uses and development patterns, but would replace the business research park area with single-family residential units. This

alternative assumes 387 single-family dwelling units would be constructed (instead of the 220 under the proposed project) and 603 multi-family dwelling units would be constructed (instead of the 770 under the proposed project). In other words, 167 additional single-family units would be constructed and 167 fewer multi-family units would be constructed; the total number of dwelling units would remain the same as the proposed project. This alternative would also reduce the commercial/mixed-use building area by 10,000 square feet and would not involve the 132,000 square feet of business research park use. All other components of the proposed project would remain, including the 990 dwelling units.

In total, this alternative would reduce non-residential development in the TCSP area development by 142,000 square feet. The additional nine parcels south of Teal Club Road would still be annexed and zoned for light manufacturing, potentially facilitating up to 347,608 square feet of light industrial development. Overall, this alternative would result in 142,000 fewer square feet of non-residential development (a 26% reduction).

In comparison to the proposed project, Alternative 3 would require the same mitigation measures to reduce impacts related to Aesthetics, Agricultural Resources, Air Quality, Biological Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Public Services, Transportation and Traffic, and Utilities and Service Systems. Alternative 3 would result in less impacts related to Greenhouse Gas Emissions, but would still result in unavoidable impact to Agriculture and Air Quality.

Findings

This alternative would reduce, but not eliminate, the significant and unavoidable impacts related to Air Quality and Agricultural Resources. This alternative would generally meet the project objectives, although fewer housing units, office uses, and public park acreage would be constructed.

The City rejects Alternative 3 as infeasible because it would not meet the project objectives to the same extent as the proposed project and would not eliminate the significant and unavoidable air quality and agricultural resources impacts.

5.4 Environmentally Superior Alternative

The *CEQA Guidelines* state that an EIR shall identify an environmentally superior alternative. If the environmentally superior alternative is the “No Project” alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives (Section 15126.6(e)(2)).

Alternative 1: No Project – No Development would avoid all of the proposed project impacts and would be environmentally superior to the proposed project. However, this alternative would not fulfill the project objectives.

Among the other alternatives being considered, Alternative 2: Phase 1 Only Development could be considered environmentally superior, as it would reduce impacts in many issue areas, due primarily to the 57-acre reduction in the development area. This alternative would reduce, but not eliminate, the significant and unavoidable impacts related to Air Quality and Agricultural Resources. This alternative would generally meet the project objectives, although fewer housing units, office uses and public park acreage would be constructed.

6 Statement of Overriding Considerations

CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a project against its unavoidable risks when determining whether to approve a project. If the specific economic, legal, social, technological or other benefits of the project outweigh the unavoidable adverse environmental effects, those effects may be considered acceptable (*CEQA Guidelines* Section 15093(a)). CEQA requires the agency to support, in writing, the specific reasons for considering a project acceptable when significant impacts are not avoided or substantially lessened. Those reasons must be based on substantial evidence in the Final EIR or elsewhere in the administrative record (*CEQA Guidelines* Section 19093(B)). The proposed project would result in a significant unavoidable impact related to Agricultural Resources and Air Quality. No feasible mitigation measures have been identified that would reduce these impacts to a less than significant level. These significant unavoidable impacts are identified and discussed in Section 5 of these Findings. The City finds that the significant unavoidable impacts to Agricultural Resources and Air Quality are outweighed by the proposed project's benefits and is acceptable in light of the benefits of the project, based on the findings below:

- The City has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the project, as described above.
- All mitigation measures required in the Final EIR have been incorporated into the project and will be implemented through the MMRP, incorporated by reference herein.
- In accordance with *CEQA Guidelines* Section 15093, the City has, in determining whether or not to approve the project, balanced the economic, legal, social, technological, and other benefits, including region-wide or statewide environmental benefits of the project against these unavoidable environmental risks, and has found that the benefits of the project outweigh the unavoidable adverse environmental effects.
- The proposed project would fulfill all of the project objectives, whereas some of the proposed alternatives, each of which has the same significant and unavoidable impacts, do not.

The following statements specify the reasons why, in the City's judgment, the benefits of the project outweigh its unavoidable environmental risks. The City also finds that any one of the following reasons for approval cited below is sufficient to justify approval of the project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the City will stand by its determination that each individual reason is sufficient. The substantial evidence supporting the City Findings and the benefits described below can be found in the Record of Proceedings.

- The proposed project fulfills the vision for the Teal Club Specific Plan area provided in the City's General Plan.
- The proposed project helps create an economic match between on-site housing and employment opportunities.
- Implementation of the proposed project will result in the development of a new, well-designed, economically feasible residential community that consists of a variety of residential products and unit types. The project would allow for development of up to 990 residential units, 148 of which would be affordable housing options.

- Implementation of the project would allow for up to 60,000 square feet to be used for retail, mixed use, and office use and would be centered around a Public Plaza and be within walking distance of public transportation and residential units.
- The proposed project would promote a mix of land uses on the site that would be financially independent and sustainable.
- The addition of 990 residential units to the City of Oxnard will make a substantial contribution toward attainment of community housing goals. The diverse residential types will address a number of communities housing issues, including affordable and market rate multi-family housing, smaller single-family housing for first-time home buyers, move-up housing, and executive housing.
- The project would create an integrated vehicular, pedestrian and bicycle circulation system that connects residential, industrial, and commercial uses within the project. This would help minimize short distance single-person vehicular trips.
- The project would create recreational opportunities for citizens of Oxnard.
- The project would permit a variety of housing opportunities and would comply with the 2030 General Plan Housing Element affordability requirement.
- The project would concentrate development near commercial space in the area while also allowing for the creation of necessary buffers between residential development and the Oxnard Airport and Agricultural land.
- Implementation of the project would include designation of two park areas, one a 10-acre community park and the other a 7.38-acre park. There would also be a greenbelt in the proposed project area for a total of 17.76 park and open space acres.
- The TCSP consists of traditional neighborhood design components that promote “porch and street orientation” and encourage walking and interaction between residents. Both single-family residences (Low-Medium Density) and courtyard/cluster homes (Low-Medium Density) would include porches and architectural elements reflecting the early 20th Century diversity and character of style evident in the nearby F and G Streets historic district and other recently developed neighborhoods. High, Medium, and Medium-High Density areas would orient to internal pathways and common areas with connection to the public walking network and to the urban village.

After balancing the specific economic, legal, social, technological, and other benefits of the project alternatives, the City of Oxnard has determined that the unavoidable adverse environmental impacts identified may be considered acceptable due to the specific considerations listed above which offset the unavoidable, adverse environmental impact that will be caused by implementation of the proposed project.

Recognizing that significant and unavoidable impacts will result from implementation of the project, the City adopts this Statement of Overriding Considerations. Having adopted all feasible mitigation measures and recognizing the significant and unavoidable impact, the City hereby finds that each of the separate benefits of the project, as stated herein, is determined to be unto itself an overriding consideration, independent of other benefits, that warrants approval of the proposed project and outweighs and overrides its unavoidable significant effect, and thereby justifies the approval of the project.

7 Conclusion

7.1 Incorporation by Reference

These findings incorporate the text of the Final Environmental Impact Report for the City of Oxnard Teal Club Specific Plan by reference and in its entirety. Without limitation, this incorporation is intended to elaborate on the scope and nature of mitigation measures, the basis for determining the significance of impacts, the comparative analysis of alternatives, the determination of the environmentally superior alternative, and the reasons for approving the project in spite of the potential for associated significant and unavoidable adverse impacts.

7.2 No Recirculation of the Recirculated Draft EIR is Required

The changes and new information provided in the Final EIR consist of clarifications of the Recirculated Draft EIR analysis and do not include identification of new significant impacts associated with the project or mitigation measures, or new project alternatives or mitigation measures that warrant consideration.

The City of Oxnard finds that the new information added in the Final EIR merely clarifies, amplifies, or makes insignificant modifications to an adequate EIR and is not “significant” within the meaning of *CEQA Guidelines* Section 15088.5. The City of Oxnard further finds that incorporating the new information does not deprive the public of a meaningful opportunity to comment on the project or its effects, and that no information has been added to the Final EIR that would warrant recirculation pursuant to Public Resources Code Section 21092.1. Finally, the City of Oxnard has reviewed and considered comments made after the Final EIR was issued and finds that those comments do not present significant new information within the meaning of *CEQA Guidelines* Section 15088.5 or otherwise warrant recirculation of the Final EIR pursuant to Public Resources Code Section 21092.1. These findings are based on all the information presented in the Final EIR and the record of proceedings.

7.3 Summary

1. Based on the foregoing Findings and the information contained in the record, the City has made one or more of the following Findings with respect to each of the significant effects of the project:
 - a. Changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effects identified in the Final EIR.
 - b. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other public agency.
 - c. Specific economic, legal, social, technological, or other considerations, make infeasible the mitigation measures or alternatives identified in the Final EIR that would otherwise

avoid or substantially lessen the identified significant environmental effects of the project.

2. Based on the foregoing Findings and the information contained in the record, the City determines that:
 - a. All significant effects on the environment due to the approval of the project have been eliminated or substantially lessened where feasible.
 - b. Any remaining significant effects on the environment found to be unavoidable are acceptable due to the factors described in the Statement of Overriding Considerations in Section 6, above.

Mitigation Monitoring and Reporting Program

CEQA requires that a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). This mitigation monitoring and reporting program is intended to track and ensure compliance with adopted mitigation measures during the project implementation phase. For each mitigation measure recommended in the Final Environmental Impact Report (Final EIR), specifications are made herein that identify the action required, the monitoring that must occur, and the agency or department responsible for oversight.

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Aesthetics							
AES-2 Windrows in Project Landscaping							
A windrow shall be created throughout the length of the Beverly Drive greenbelt. In addition, in order to reinforce the project’s boundaries, windrows shall be created between the project area and the proposed school project, which abuts the project area, and between the Phase 1 and Phase 2 boundaries. The windrows shall be designed to emulate traditional regional windrows originally planted for farming operations, including spacing of trees and tree species of like stature as determined by the Community Development Director. The windrow plan shall be submitted for review and approval by the Oxnard Planning Department prior to issuance of grading permits or building permits in the TCSP area. The windrows shall be maintained for the life of the project, including necessary irrigation and protection for tree establishment and tree maintenance and replacement to maintain the aesthetic look and tree safety for the life of the project.	Submit a windrow plan for review and approval prior to issuance of grading permits or building permits in the TCSP area. Create windrows throughout the length of the Beverly Drive greenbelt, between the project and the proposed school project, and between the Phase 1 and Phase 2 boundaries. Maintain windrows for the life of the project.	Review and approve the windrow plan. Conduct inspections to ensure maintenance of windrows for the life of the project.	Once prior to issuance of grading permits or building permits. Periodically throughout life of the project	City of Oxnard Community Development Department			
Agricultural Resources							
AG-1 Agricultural Conservation							
The applicant shall implement one of the two options below. The applicant for projects involving the Phase 1 properties shall implement Option 1, the Agricultural Conversion In-Lieu fee. For the applicants for Phase 2 properties, Option 1 is also the preferred option, though the City may review and allow Option 2. Option #1: Agricultural Conservation In-Lieu Fee. Prior to issuance of the first grading permit, the applicant shall have paid an agricultural conservation in-lieu fee to the City of Oxnard. The final fee amount shall be determined by the City of Oxnard at its discretion. The funds shall be used for	The applicant shall implement one of the two options, either paying an agricultural conservation in-lieu fee (Option #1), which is preferred, or have recorded permanent agricultural conservation easements on at least 50 acres in either the Oxnard Plain area of Ventura County, the Santa Clara River floodplain, or a location otherwise deemed acceptable by the City of Oxnard Community Development Department (Option #2).	Confirm payment of fees (Option #1) or recordation of agricultural conservation easements (Option #2).	Option #1: Prior to issuance of the first grading permit Option #2: Prior to recordation of the first final map in the TCSP area	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
land acquisition (land or structure), refurbishment and/or construction of farmworker housing units within Oxnard. The use of such funds shall be determined at the discretion of the City Manager, Community Development Director, and Housing Director.							
Option #2: Purchase of Agricultural Conservation Easements. Prior to recordation of the first final map in the TCSP area, the applicant shall have recorded permanent agricultural conservation easements on at least 50 acres in either the Oxnard Plain area of Ventura County, the Santa Clara River floodplain, or a location otherwise deemed acceptable by the City of Oxnard Community Development Department. Prior to issuance of a building permit for construction of the 500th residential unit, the applicant shall have recorded permanent agricultural conservation easements on at least 100 acres in the Oxnard Plain area of Ventura County, the Santa Clara River floodplain, or a location otherwise deemed acceptable by the City of Oxnard Community Development Department. Prior to issuance of a building permit for construction of the 990 th residential unit, the applicant shall have recorded permanent agricultural conservation easements on at least 149.5 acres in the Oxnard Plain area of Ventura County, the Santa Clara River floodplain, or a location otherwise deemed acceptable by the City of Oxnard Community Development Department. All agricultural lands to be preserved via conservation easement shall be of comparable quality to the farmland of statewide importance that would be converted under implementation of the TCSP, containing row crops or tree crops and high soil fertility. Agricultural conservation easements shall perpetually restrict non-farm development and other uses that are inconsistent							

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
with commercial agriculture. To the extent feasible, the applicant shall coordinate with and provide funding for qualified land conservation entities (i.e., land trusts) to secure and hold the easements in perpetuity.							
AG-2 Agricultural Buffers							
TSCP development adjacent to active agricultural operations shall provide fencing and a minimum buffer of 300 feet to the agricultural operations, consistent with the Ventura County Agricultural Commissioner’s Agricultural/Urban Buffer Policy (2006). If this distance is not practical due to project design or features, a minimum 150-foot buffer is acceptable if a vegetative screen is provided as specified in the Agricultural/Urban Buffer Policy. Consistent with Mitigation Measure AES-2, vegetative screens shall be windrows designed to emulate traditional regional windrows originally planted for farming operations, including spacing of trees and tree species of like stature as determined by the Community Development Director.	Provide fencing and a minimum buffer of 300 feet (or 150 feet with vegetative screen if 300 feet is not possible due to project design) for development adjacent to active agricultural operations.	The City shall review plans to confirm the necessary agricultural buffers are included in project plans.	Once prior to issuance of grading permit.	City of Oxnard Community Development Department			
Air Quality							
AQ-1 (a) Dust Control Measures							
The following shall be implemented during grading and construction to control dust. 1. The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust. 2. Pre-grading/excavation activities shall include watering the area to be graded or excavated before commencement of grading or excavating activities. Application of water (preferably reclaimed, if available) should penetrate sufficiently to minimize fugitive dust during grading activities.	Implement dust control measures during construction and grading.	Confirm dust control measures are implemented.	Periodically throughout construction activities.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
3. <i>Fugitive dust produced during grading, excavation, and construction activities shall be controlled by the following activities:</i> a. <i>All trucks shall be required to cover their loads as required by California Vehicle Code Section 23114.</i> b. <i>All graded and excavated material, exposed soil areas, and active portions of the construction site, including unpaved on-site roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.</i>							
4. <i>Graded and/or excavated inactive areas of the construction site shall be monitored at least weekly for dust stabilization. Soil stabilization methods shall be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area within three weeks, it shall be seeded and watered until grass growth is evident, or periodically treated with environmentally safe dust suppressants, to prevent excessive fugitive dust.</i>							
5. <i>Signs shall be posted on-site limiting traffic to 15 miles per hour or less.</i>							
6. <i>During periods of high winds (i.e., wind speed sufficient to cause fugitive dust to affect adjacent properties), all clearing, grading, earth moving, and excavation operations shall be curtailed to the degree necessary to prevent</i>							

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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<i>fugitive dust from being an annoyance or hazard, either off-site or on-site.</i> 7. <i>Adjacent streets and roads shall be swept at least once per day, preferably at the end of the day, if visible soil material is carried over to adjacent streets and roads.</i> 8. <i>Personnel involved in grading operations, including contractors and subcontractors, shall wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations.</i> 9. <i>Shaker plates shall be installed at all truck exits from the site.</i> 10. <i>Dust control requirements shall be shown on all grading plans.</i> <i>Signs displaying the APCD Complaint Line Telephone number for public complaints shall be posted in a prominent location visible off the site: (805) 303-3708 during business hours and (805) 303-3700 after hours.</i>							
AQ-1(b) Construction Equipment Controls							
The following shall be implemented during construction to minimize emissions of ozone precursors. 1. <i>Construction contractors shall minimize equipment idling time throughout construction. Engines shall be turned off if idling would be for more than five minutes.</i> 2. <i>Equipment engines shall be maintained in good condition and in proper tune as per manufacturers’ specifications.</i> 3. <i>The number of pieces of equipment operating simultaneously shall be minimized.</i> 4. <i>Construction contractors shall use alternatively fueled construction equipment (such as compressed natural gas, liquefied natural gas, or electric) when feasible.</i>	Implement construction equipment controls to minimize emissions of ozone precursors during construction.	Confirm measures are implemented.	Periodically throughout construction activities.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
5. <i>The engine size of construction equipment shall be the minimum practical size.</i>							
6. <i>Heavy-duty diesel-powered construction equipment manufactured after 1996 (with federally mandated clean diesel engines) shall be utilized wherever feasible.</i>							
7. <i>During the smog season (May through October), the construction period should be lengthened so as to minimize the number of vehicles and equipment operating at the same time.</i>							
8. <i>Use of minimum of Tier 4 diesel rating for off-road construction equipment and engine model year 2010 and above for on-road construction vehicles.</i>							
AQ-1(c) Low Volatile Paints							
Low volatile interior and exterior paints (less than 50 g/L ROC/VOC) shall be used for architectural coatings wherever painted surfaces are proposed.	Use low volatile paints.	Verify that building plans specify use of low volatile paints.	Once prior to issuance of building permits.	City of Oxnard Community Development Department			
AQ-2(a) TDM Fees							
The TCSP project developer shall provide payment of fees to the City's Transportation Demand Management Plan Fund Fee for Mitigation for Air Quality. Fees will be based on the formula provided by the Ventura County APCD. The fees will be based on the exceedance of the threshold for ROG and NOx that is attributable to mobile emissions for Phase 1 and Phase 2. The fees shall be based on the unit cost for ROG and NOx, in effect at the time the fee is to be paid using the VCAPCD guidelines formula of:	Provide payment of fees to the City's Transportation Demand Management Plan Fund Fee for Mitigation for Air Quality. Payment of Phase 1 fees is required prior to issuance of the first certificate of occupancy for Phase 1. Payment of Phase 2 fees is required prior to issuance of the first certificate of occupancy for Phase 2. Payment of fees associated with the additional Annexation area is required for future developers prior to issuance of certificate of occupancy.	Verify payment of fees and keep record of payment of the required fees on file.	Prior to certificate of occupancy for each phase.	City of Oxnard Community Development Department			
▪ (excess emissions lbs/day) x (unit cost ROG) x (days in operation) x (3 years) = Total cost ▪ (excess emissions lbs/day) x (unit cost NOx) x (days in operation) x (3 years) = Total cost							

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Payment of Phase 1 fees is required prior to issuance of the first certificate of occupancy for Phase 1. Payment of Phase 2 fees is required prior to issuance of the first certificate of occupancy for Phase 2. Payment of fees associated with the additional Annexation area is required for future developers prior to issuance of certificate of occupancy.							
AQ-2(b) Increased Efficiency							
Applicants for all projects in the TCSP area and in the nine parcels south of Teal Club Road proposed for Annexation shall include in construction and building management contracts the following energy saving requirements, or measures shown to be equally effective:	Include energy saving measures in construction and building management contracts and provide documentation of energy savings associated with materials proposed for use at time of building permit application.	Verify measures are included in construction and building management contracts. Verify measures implemented during construction.	Once prior to building permit approval. Periodically throughout construction.	City of Oxnard Community Development Department			
▪ Residential and commercial land use shall increase efficiency 15% beyond Title 24 to achieve a Tier 1 “green building” designation within the California Green Building Code, or equivalent as determined by the Community Development Director. ▪ Use of solar or low-emission water heaters in new buildings. ▪ Require that commercial landscapers providing services at the common areas of the TCSP area use electric or battery-powered equipment, or other internal combustion equipment that is either certified by the California Air Resources Board or is three years old or less at the time of use, to the extent that such equipment is reasonably available and competitively priced in Ventura County (meaning that the equipment can be easily purchased in stores in Ventura County and the cost of the equipment is not more than 20% greater than the cost of standard equipment).							

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Applicants for all projects in the TCSP area shall provide documentation of energy savings associated with materials proposed for use at time of building permit application.							
AQ-2(c) Passive Energy Conservation Design							
Applicants for all projects in the TCSP area and the nine parcels south of Teal Club Road proposed for Annexation shall include passive energy conservation design elements, including building material massing, orientation, architectural elements (deeply recessed windows, eave overhangs, etc.), landscape shading, recycled or low-impact materials, window glazing to increase insulation, and water circulation pumps to reduce water use, and/or similar measures shown to be equally effective.	Include passive energy conservation design elements and provide documentation of energy savings associated with building materials and methods at the time of building permit application.	Review documents for achievement of adequate energy conservation.	Once prior to issuance of building permits.	City of Oxnard Community Development Department			
Applicants for all projects in the TCSP area and the nine parcels south of Teal Club Road proposed for Annexation shall provide documentation of energy savings associated with materials and methods proposed for use at time of building permit application. These documents shall be reviewed by City staff for achievement of adequate energy conservation.							
AQ-2(d) Natural Ventilation							
Applicants for all projects in the TCSP area and the nine parcels south of Teal Club Road proposed for Annexation shall include natural ventilation in building design plans.	Include natural ventilation in building design plans.	Review plans to confirm they include natural ventilation.	Once prior to issuance of building permits.	City of Oxnard Community Development Department			
Biological Resources							
BIO-1(a) Nesting Bird Survey							
If tree removal is to occur during the bird-breeding season (February 15 through September 15), at a minimum one (1) survey shall be conducted prior to tree removal by a qualified biologist (a person with a biology degree and/or established skills in bird recognition). The survey shall occur no more	Conduct a survey prior to tree removal. Submit to the City Planning Department a copy of the biologist contract for review and approval.	Review and approve the biologist contract and the report summarizing the survey findings.	Once prior to issuance of grading permits.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
than one (1) week prior to tree removal. The work limits plus a 250-foot buffer, as feasible, shall be surveyed to accommodate potential active raptor nests, as well as other birds nesting nearby. A copy of the biologist contract for these services shall be submitted to the Planning Department for review and approval prior to issuance of grading permits. A report summarizing the findings of the survey and the recommended buffers shall be provided to the Planning Department prior to vegetation removal activities.	Provide a report summarizing the findings to the Planning Department prior to vegetation removal activities.						
BIO-1(b) Establishment of Appropriate Buffers							
In the event that nesting birds are observed within 250 feet of the disturbance/construction area, species-specific exclusionary buffers shall be determined by the qualified biologist, and construction timing and location shall be adjusted accordingly until the nestlings have fledged and are no longer dependent upon the nest. The active nests and exclusionary buffers shall be monitored by a qualified biologist (at least initially) to determine if the active nests are being adversely affected by construction activities and to determine if a buffer would need to be increased to reduce such effects.	Install exclusionary buffers as determined by the biologist if nesting birds are found.	Verify buffers are in place.	Periodically during construction.	City of Oxnard Community Development Department			
BIO-2(a) Monarch Butterfly Survey							
If tree removal occurs during the aggregation season (September through December), a qualified biologist (a person with a biology degree and/or established experience with butterflies) shall determine the presence/absence of monarch butterfly activity on-site. At a minimum, one survey shall be performed no more than one week prior to initial tree removal. A copy of the biologist contract for these services shall be submitted to the Planning Department for review and approval prior to issuance of grading permits. A report	Applicant shall ensure a qualified biologist is on site to determine presences/absence of monarch butterflies on site during aggregation season. Submit the biologist contract to the Planning Department for review and approval. Provide a report summarizing the findings to the Planning Department.	Review and approve the biologist contract and the report summarizing the survey findings.	Prior to issuance of grading permits.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
summarizing the findings of the survey and the recommendations shall be provided to the Planning Department prior to tree trimming/removal activities.							
BIO 2(b) Establishment of Appropriate Buffers							
If temporary aggregation activity is observed, a 100-foot buffer shall be established until after the aggregation season or until the monarchs have left the site.	Install buffers as determined by the biologist.	Verify buffers are in place.	Periodically during construction.	City of Oxnard Community Development Department			
Cultural Resources							
CR-1(a) Native American Monitoring (<i>recommended mitigation measure</i>)							
Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project area. The monitor shall provide a monthly report to the Planning Division summarizing their activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Manager for review and approval prior to grading activities on site. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permits.	Contract with a Native American monitor who will provide a monthly report to the Planning Division.	Review and approve the contract and review and approve monthly reports.	Review contract prior to issuance of grading permit. Review reports monthly.	City of Oxnard Community Development Department			
CR-1(b) Procedures for Discovery of Intact Cultural Resources (<i>recommended mitigation measure</i>)							
In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the vicinity of the find must be temporarily suspended or redirected until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Chumash representative shall monitor any mitigation work associated with Native American cultural material.	In the event that archaeological resources are unearthed during project construction applicant shall halt ground disturbing work and ensure a Chumash representative is on site to monitor mitigation work.	Verify monitor is in place.	Periodically during construction.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
CR-1(c) Procedures for Discovery of Human Remains (recommended mitigation measure)							
If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the California Native American Heritage Commission.	In the case that human remains are unearthed Applicant must not further disturb them and must contact the California Native American Heritage Commission within 24 hours if the remains are of Native American descent.	Verify work has stopped and procedures are followed.	Periodically during construction.	City of Oxnard Community Development Department			
CR-1(d) Unanticipated Discovery of Tribal Cultural Resources (recommended mitigation measure)							
In the event that cultural resources of Native American origin are identified during construction, all earth-disturbing work within the vicinity of the find must be temporarily suspended or redirected until an archaeologist has evaluated the nature and significance of the find and an appropriate Native American representative, based on the nature of the find, is consulted. If the City determines that the resource is a tribal cultural resource and thus significant under CEQA, a mitigation plan shall be prepared and implemented in accordance with state guidelines and in consultation with Native American groups. The plan would include avoidance of the resource or, if avoidance of the resource is infeasible, the plan would outline the appropriate treatment of the resource in coordination with the archeologist and the appropriate Native American tribal representative.	In the event that cultural resources of Native American origin are identified during construction, all earth-disturbing work must be suspended or redirected. An archaeologist must evaluate the find and a Native American representative must be consulted. If necessary, a mitigation plan shall be prepared and implemented to avoid the resource if feasible.	Verify work has stopped and procedures are followed.	Periodically during construction.	City of Oxnard Community Development Department			
Geology and Soils							
GEO-2 Geotechnical Recommendations							
All recommendations contained within the TCSP geological “due diligence” investigation conducted by Geolabs in 2004 (Appendix D of this EIR) shall be followed for future development proposals within the TCSP area and annexation area south of Teal	Incorporate geotechnical recommendations into grading and construction plans.	Review and approve grading and construction plans to ensure geotechnical	Prior to issuance of grading and building permits.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Club Road. These recommendations include the following, unless superseded by a project-specific geotechnical report reviewed and approved ▪ A uniform blanket of compacted fill shall be created for support of structural footings in the alluvial area. ▪ Areas that are to be paved shall be scarified to at least 12 inches below existing or rough grade (whichever is deeper), brought to near material's optimum moisture content, and compacted to appropriate relative compaction. ▪ Areas with disturbed materials and areas to support structures shall be improved by over excavating the unsuitable materials and replacing them with engineered fill. ▪ Any import materials that are to be used as structural fill shall be approved by a qualified geotechnical engineer prior to placement. ▪ Compressible soils that lie within areas to receive engineered fill shall be removed to relatively incompressible material, moisture conditioned, and replaced as properly compacted fill. ▪ Conduct laboratory testing to verify the expansive properties of the near-pad-grade materials shall be performed at the completion of rough grading. Supplemental subsurface investigations shall be performed for each specific development project within the project area to more thoroughly evaluate the materials within the site and update/augment the measures listed above as appropriate. These reports shall be submitted for City review and approval prior to issuance of grading or building permits within the project area. All recommendations of the supplemental		recommendations are included.					

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
investigations shall be incorporated into approved grading and construction plans.							
Hazards and Hazardous Materials							
HAZ-2(a) Asbestos and Lead Based Paint Surveys							
Prior to issuance of a demolition permit for any structure, a lead-based paint and asbestos survey shall be performed by a qualified and appropriately licensed professional and submitted to the City. All testing procedures shall follow recognized local standards as well as established California and Federal assessment protocols. The lead-based paint and asbestos survey report shall quantify the areas of lead –based paint and asbestos containing materials.	Conduct lead-based paint and asbestos survey and submit to City.	Review and approve survey report.	Prior to issuance of demolition permit.	City of Oxnard Community Development Department			
HAZ-2(b) Asbestos Abatement							
Prior to any demolition or renovation, onsite structures that contain asbestos must have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the VCAPCD. All abatement activities shall be in compliance with California and Federal OSHA, and with the VCAPCD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite structures shall be hauled and disposed of by a transportation company licensed to handle asbestos-containing materials and disposed of at a licensed receiving facility and under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos containing material removed, where the material was disposed. This report shall include transportation and disposal manifests or dump tickets. The abatement report	Remove asbestos containing material according to proper abatement procedures recommended by the asbestos consultant and as required by the VCAPCD. Prepare and submit abatement report to the VCAPCD and City.	Verify procedures are followed. Review and approve abatement report.	Prior to issuance of demolition permit and as needed during demolition.	City of Oxnard Community Development Department and VCAPCD			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
shall be prepared for the property owner or other responsible party, with a copy submitted to the VCAPCD and the City of Oxnard.							
HAZ-2(c) Lead Based Paint Removal							
Prior to the issuance of a permit for the renovation or demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the structure for lead-based paint. If lead-based paint is discovered, it shall be removed according to proper abatement procedures recommended by the consultant and in accordance with VCAPCD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed of by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based paint removed, where the material was moved to, and include transportation and disposal manifests or dump tickets. The abatement report shall be prepared for the property owner or other responsible party, with a copy submitted to the VCAPCD and the City of Oxnard.	Remove lead based paint according to proper procedures. Prepare and submit abatement report to the VCAPCD and City.	Verify procedures are followed. Review and approve abatement report.	Prior to issuance of demolition permit and as needed during demolition.	City of Oxnard Community Development Department and VCAPCD			
HAZ-3 Remediation							
The following recommendations (including those contained in the Phase I ESA) shall be implemented during construction of projects in the TCSP area: The upper agricultural disturbed soil (approximately upper 1 to 1.5 feet below surface level, to be determined by Building and	Upper agricultural disturbed soil shall be removed and the site shall be recompact. Monitor residual levels of pesticides and metals.	Verify grading plans include removal and recompaction of soil. Verify monitoring has occurred.	Prior to approval of grading permit.	City of Oxnard Community Development Department and Oxnard			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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Engineering Services), shall be removed and the site shall be recompacted. - Monitoring of residual levels of pesticides and metals (including arsenic and lead) shall be confirmed both during and following completion of the grading activities to be sure residual levels are below action levels. San Francisco Bay Regional Water Quality Control Board's Environmental Screening Levels (ESLs) and hazardous waste screening thresholds for contaminants in soil (CCR Title 22, Section 66261.24) shall be used to set appropriate residual levels of contamination found. - If residual organochlorine pesticide or metals contamination (including arsenic and lead) is found at levels exceeding ESLs and/or hazardous waste screening thresholds for contaminants in soil (CCR Title 22, Section 66261.24), a Soil Management Plan, Removal Action Plan or equivalent document must be prepared by a qualified hazardous materials consultant. The plan must establish remedial measures and/ or soil management practices to ensure construction worker safety and the health of future workers, residents, and visitors. The Plan shall be submitted to the hazardous materials response team in the Oxnard Fire Department for review and approval.	If residual pesticides or metals are found to exceed ESLs and/or hazardous waste screening thresholds for contaminants in soil, prepare a Soil Management Plan, Removal Action Plan and submitted to the hazardous materials response team in the Oxnard Fire Department for review and approval.	Review and approve Soil Management Plan.		Fire Department			
HAZ-5(a) FAA Notification.							
For all development in the TCSP area and the additional annexation area, the applicant shall notify the FAA via online application at FAA's https://oeaaa.faa.gov/oeaaa/external/portal.jsp website. The FAA will determine if the structure is an "obstruction" or "hazard" to aviation, and if so, will make recommendations to reduce the obstruction or hazard. Prior to issuance of building	Notify the FAA. Implement recommendations from FAA as appropriate. Forward the FAA determination and recommendations to the City.	Verify FAA has reviewed plans and that the applicant has implemented recommendations as appropriate.	Prior to issuance of building permit.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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permits, the applicant shall forward the FAA determination and recommendations to the City of Oxnard and the City shall require that the applicant implement the recommendations provided by the FAA. Recommendations may include the use of red obstruction lighting on new construction.							
HAZ-5(b) Structural Coverage in the TCSP Area							
Structures within the TCSP area shall conform to the following guidelines: - Residential uses: Maximum structural coverage of the residential planning areas must be no more than 25%. “Structural coverage” is defined as the percent of building footprint area to total land area, including streets and greenbelts - Commercial uses: Maximum structural coverage of the commercial planning areas must not exceed 50%. “Structural coverage” is defined as the percent of building footprint area to total land area, including streets and greenbelts.	Include in project plans that structural coverage shall be no more than 25% in residential areas and no more than 50% in commercial areas.	Verify project plans meet guidelines.	Prior to issuance of building permits.	City of Oxnard Community Development Department			
HAZ-5(c) Structural Coverage in the Additional Annexation Area							
Structures within the additional annexation area shall conform to the following guidelines: Commercial and industrial uses: Maximum structural coverage must not exceed 50%. “Structural coverage” is defined as the percent of building footprint area to total land area, including streets and greenbelts. Where development is proposed immediately adjacent to the airport property, site plans shall be designed to locate structures as far as practical from the runway.	Include in project plans that structural coverage in the additional annexation area shall not exceed 50%.	Verify project plans meet guidelines.	Prior to issuance of building permits.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Hydrology and Water Quality							
HWQ-4 Dewatering Program							
Prior to the issuance of any grading permits in the project area, a qualified engineer, hydrologist or hydrogeologist shall estimate from the final engineering plans the volume of dewatering necessary for development within the project area. If dewatering is required, a dewatering program shall be designed to properly convey and treat dewatering discharge in accordance with the NPDES permits, as well as state and local regulations. The program shall be subject to the approval of the City of Oxnard Public Works Department. The program shall include site design methods for treatment and conveyance of temporary, and permanent if required, dewatering discharge, including infiltration ponds, vegetated swales, and/or reuse for landscape irrigation. Prior to the implementation of a dewatering program, groundwater sampling shall be performed to ensure that the system is adequately designed and permitted to address onsite groundwater conditions. Groundwater samples shall be analyzed for chemicals related to agricultural operations (i.e.: pesticides and arsenic) , petroleum hydrocarbons, and volatile organic compounds (VOCs).	A qualified engineer, hydrologist or hydrogeologist shall estimate from the final engineering plans the volume of dewatering necessary for development within the project area. If necessary a dewatering program shall be designed to properly convey and treat dewatering discharge in accordance with the NPDES permits, as well as state and local regulations.	Verify dewatering plan in place, if needed.	Prior to issuance of grading permits.	City of Oxnard Public Works Department			
Land Use and Planning							
LU-3(a) FAA Notification							
For all development in the TCSP area and the additional Annexation area, the applicant shall notify the FAA via online application at FAA’s https://oeaaa.faa.gov/oeaaa/external/portal.jsp website. The FAA will determine if the structure is an “obstruction” or “hazard” to aviation, and if so, will make recommendations to reduce the obstruction or hazard. Prior to issuance of building	Notify the FAA. Implement recommendations from FAA as appropriate. Forward the FAA determination and recommendations to the City.	Verify FAA has reviewed plans and that the applicant has implemented recommendations as appropriate.	Prior to issuance of building permit.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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permits, the applicant shall forward the FAA determination and recommendations to the City of Oxnard and the City shall require that the applicant implement the recommendations provided by the FAA. Recommendations may include the use of red obstruction lighting on new construction.							
LU-3(b) Structural Coverage in the TCSP Area							
Structures within the TCSP area shall conform to the following guidelines: - Residential uses: Maximum structural coverage of the residential planning areas must be no more than 25%. “Structural coverage” is defined as the percent of building footprint area to total land area, including streets and greenbelts - Commercial uses: Maximum structural coverage of the commercial planning areas must not exceed 50%. “Structural coverage” is defined as the percent of building footprint area to total land area, including streets and greenbelts.	Include in project plans that structural coverage shall be no more than 25% in residential areas and no more than 50% in commercial areas.	Verify project plans meet guidelines.	Prior to issuance of building permits.	City of Oxnard Community Development Department			
LU-3(c) Structural Coverage in the Additional Annexation Area							
Structures within the additional Annexation area shall conform to the following guidelines: Commercial and industrial uses: Maximum structural coverage must not exceed 50%. “Structural coverage” is defined as the percent of building footprint area to total land area, including streets and greenbelts. Where development is proposed immediately adjacent to the airport property, site plans shall be designed to locate structures as far as practical from the runway	Include in project plans that structural coverage in the additional annexation area shall not exceed 50%.	Verify project plans meet guidelines.	Prior to issuance of building permits.	City of Oxnard Community Development Department			
LU-3(d) Avigation Easement							
Prior to issuance of final tract maps for development pursuant to the proposed Specific Plan or rezone of additional Annexation areas, the	Grant an avigation easement to the County of Ventura acknowledging that	Verify avigation easement has been granted.	Prior to issuance of	City of Oxnard Community			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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project applicant shall grant an avigation easement to the County of Ventura to record that the property owner(s) acknowledge that their properties are in an area subject to frequent aircraft overflights and that such overflights may result in noise, exhaust emissions and vibrations.	their properties are in an area subject to frequent aircraft overflights.		final tract maps.	Development Department			
Public Services and Recreation							
PS-1 New Fire Station, Equipment, and Staffing							
The developer shall provide sufficient proportional funding for development of an additional fire station, fire engine, and staff to provide fire/emergency services to the project area. The City of Oxnard shall create a Community Facilities (Mello Roos) District within the project area to offset proportional associated staffing costs. Mitigation shall be in place and operational prior to occupancy to be determined by the Oxnard Fire Department	Provide sufficient proportional funding for development of an additional fire station, fire engine, and staff to provide fire/emergency services to the project area.	Verify funds have been provided. Create a Community Facilities District within the project area.	Prior to occupancy permit.	City of Oxnard Community Development Department and Oxnard Fire Department			
PS-2(a) Oxnard Police Department Consultation							
Prior to approval of individual Development Design Review permits, the developer shall work closely with the Oxnard Police Department prior to the final design of the project to ensure the development of adequate security measures for the construction and occupancy stages of development. Such measures shall include but are not limited to the following: - Compliance with Oxnard Police Department recommendations relative to building design, site design, visibility, access, graffiti control, landscaping, security lighting, doors, locks and other relevant factors in the preparation of the final plans. - The Oxnard Police Department shall be included in the plan check process to enable the Department to recommend specific improvements that will enhance crime	Coordinate with the Oxnard Police Department to ensure there are adequate safety measures included in the construction and occupancy stages of development. Implement Police Department recommendations.	Confirm coordination has occurred and that recommendations are implemented.	Prior to approval of individual Development Design Review permits	City of Oxnard Community Development Department and City of Oxnard Police Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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prevention for the project and allow for the police to better plan for calls that may be generated by the development. Implement fencing and security measures during the construction phase. The City of Oxnard Police Department shall approve security measures.							
PS-2(b) New Police Staffing							
The developer shall provide sufficient proportional funding for development of additional police staffing to provide police protection services to the project area. The City of Oxnard shall create a Community Facilities (Mello Roos) District within the project area to offset proportional associated staffing costs. Mitigation shall be in place and operational prior to occupancy to be determined by the Oxnard Police Department.	Provide proportional funding for the development of additional police staffing.	Verify funds have been provided. Create a Community Facilities District within the project area.	Prior to occupancy permit.	City of Oxnard Community Development Department and Oxnard Police Department.			
Transportation/Traffic							
T-1(a) Ventura Road between Doris Avenue and Teal Club Road (<i>recommended mitigation measure</i>)							
The project developer shall construct the widening of this roadway segment to primary arterial (six lane) standards. Construction shall be completed prior to occupancy clearance for any portion of Phase 1 development. .	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of Phase 1 development.	City of Oxnard Community Development Department			
T-1(b) Doris Avenue between the Plan Area Boundary and Ventura Road (<i>recommended mitigation measure</i>)							
The project developer shall construct the widening of this roadway segment to full local arterial (four lane) standards. Construction shall be completed prior to occupancy clearance for any portion of Phase 1 development.	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of Phase 1 development.	City of Oxnard Community Development Department			
T-1(c) Teal Club Road between Ventura Avenue and Coronado Road (<i>recommended mitigation measure</i>)							
The project developer shall construction the widening of this roadway segment to full local arterial (four lane) standards. Construction shall be	Implement necessary improvements at each listed intersection.	Verify improvements are part of project	Prior to occupancy clearance for	City of Oxnard Community			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
completed prior to occupancy clearance for any portion of Phase 1 development.		plans and have been completed.	any portion of Phase 1 development.	Development Department			
T-1(d) Patterson Road between the Plan Area Boundary and Teal Club Road (<i>recommended mitigation measure</i>)							
The project developer shall implement improvements at this location of the widening of this roadway segment to local arterial (two lane) standards. Improvements shall occur prior to occupancy clearance for any portion of Phase 2 development.	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of Phase 2 development.	City of Oxnard Community Development Department			
T-1(e) Teal Club Road between Coronado Road and Patterson Road (<i>recommended mitigation measure</i>)							
The project developer shall implement improvements at this location of the widening of this roadway segment to local arterial (four lane) standards. Improvements shall occur prior to occupancy clearance for any portion of Phase 2 development.	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of Phase 2 development.	City of Oxnard Community Development Department			
T-1(f) Doris Avenue between Patterson Road and Victoria Avenue (<i>recommended mitigation measure</i>)							
The project developer shall install safety measures as determined by the City's Traffic Engineer to address the open ditch on the north side of the roadway.	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of Phase 2 development.	City of Oxnard Community Development Department			
T-1(g) Teal Club Road between Patterson Road and Victoria Avenue (<i>recommended mitigation measure</i>)							
The project developer shall install safety measures as determined by the City's Traffic Engineer to address the open ditch on the north side of the roadway.	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of Phase 2 development.	City of Oxnard Community Development Department			
T-2(a) Victoria Avenue and Teal Club Road (<i>recommended mitigation measure</i>)							
The project developer shall be responsible for signalization of the intersection. Signalization shall occur prior to occupancy clearance for any portion of Phase 1 development.	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of	The City of Oxnard Community			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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			Phase 1 development.	Development Department			
T-2(b) Ventura Road and Beverly Drive (Recommended mitigation measure)							
The project developer shall be responsible for signalization of the intersection. Signalization shall occur prior to occupancy clearance for any portion of Phase 1 development.	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of Phase 1 development.	The City of Oxnard Community Development Department			
T-3(a) Victoria Avenue/ Doris Avenue (recommended mitigation measure)							
The project developer shall pay a fair share cost (estimated at 40%) towards implementing improvements to the Victoria Road and Doris Avenue intersection that add a third northbound through lane and a third southbound thru lane. The fair share cost shall be determined by the City's Traffic Engineering Division based on the project's trip generation and distribution. Improvements shall occur prior to occupancy clearance for any portion of Phase 2 development.	Pay a fair cost towards implementing road improvements at the Victoria Road and Doris Avenue intersection.	Verify fees have been paid.	Prior to occupancy clearance for Phase 2 development.	City of Oxnard Community Development Department			
T-3(b) Victoria Avenue and Teal Club Road (recommended mitigation measure)							
The project developer shall pay a fair share cost (estimated at 23%) towards implementing improvements to the Victoria Avenue and Teal Club Road intersection to signalize the intersection and add a third southbound thru lane. To provide for acceptable service levels, installation of a third northbound and southbound through lane, consistent with the future planned widening of Victoria Avenue to Primary Arterial (six-lane) standards, would be required. The fair share cost shall be determined by the City's Traffic Engineering Division based on the project's trip generation and distribution. Improvements shall occur prior to occupancy clearance for any portion of Phase 2 development.	Pay the fair cost towards implementing road improvements at the Victoria Avenue and Teal Club Road intersection.	Verify fees have been paid.	Prior to occupancy clearance for Phase 2 development.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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T-3(c) Patterson Road and Doris Avenue (recommended mitigation measure)							
The project developer shall pay a fair share cost (estimated at 21%) towards signaling the intersection of Patterson Road and Doris Avenue. To provide for acceptable operations, a traffic signal should be installed and a left-turn lane and shared through/right-turn lane should be provided on all approaches. This will require widening of the eastbound approach. The fair share cost shall be determined by the City’s Traffic Engineering Division based on the project’s trip generation and distribution. Improvements shall occur prior to occupancy clearance for any portion of Phase 2 development.	Pay a fair cost towards implementing road improvements at the Patterson Road and Doris Avenue intersection.	Verify fees have been paid.	Prior to occupancy clearance for Phase 2 development.	City of Oxnard Community Development Department			
T-4(a) Victoria Avenue/Gonzales Road (recommended mitigation measure)							
The project developer shall pay a fair share cost (estimated at 10%) towards intersection improvements including conversation of the southbound right-turn lane to a shared through/right-turn lane, and conversion of the westbound #2 through lane to a shared through/right-turn lane. The fair share cost shall be determined by the City’s Traffic Engineering Division based on the project’s trip generation and distribution. Improvements shall occur in conjunction with the widening of Victoria Avenue south of Gonzales Road to provide three southbound travel lanes.	Pay a fair cost towards implementing road improvements at the Victoria Avenue/Gonzales Road intersection.	Verify fees have been paid.	Prior to occupancy clearance for Phase 2 development.	City of Oxnard Community Development Department			
T-4(b) Patterson Road/Teal Club Road (recommended mitigation measure)							
The project developer shall pay a fair share cost (estimated at 17%) towards signaling the intersection of Patterson Road and Teal Club Road. The fair share cost shall be determined by the City’s Traffic Engineering Division based on the project’s trip generation and distribution.	Pay a fair cost towards implementing road improvements at the Patterson Road/ Teal Club Road intersection.	Verify fees have been paid.	Prior to occupancy clearance for Phase 2 development.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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T-4(c) Ventura Road/Doris Avenue (recommended mitigation measure)							
The project developer shall pay a fair share cost (estimated at 33%) towards reconfiguring the intersection to a dedicated left-turn lane, a through lane, and a shared through/right-turn lane. The fair share cost shall be determined by the City's Traffic Engineering Division based on the project's trip generation and distribution. Improvements shall occur prior to Phase 2 occupancy clearance.	Pay a fair cost towards implementing road improvements at the Ventura Road/Doris Avenue intersection.	Verify fees have been paid.	Prior to occupancy clearance for Phase 2 development.	City of Oxnard Community Development Department			
Utilities and Energy							
UTL-2(a) Availability of Recycled Water							
In order to ensure that the proposed TCSP does not draw from Phase I AWPf recycled water, the City shall confirm that planned additional AWPf capacity is at least 50% funded and engineering plans are 25% completed before any building permits for the first phase of the TCSP are issued and/or adequate alternative new water are available.	None	The City shall confirm that planned additional AWPf capacity is at least 50% funded and engineering plans are 25% completed.	Before any building permits for the first phase of the TCSP are issued and/or adequate alternative new water are available.	The City of Oxnard Community Development Department			
UTL-2(b) On-site Recycled Water System							
The recycled water system serving the TCSP area shall include the following: - Pipeline extension from the mainline in Ventura Road to the property. The developer shall be responsible for either constructing the line or payment of fees to the City for its construction. - A recycled water system that serves all practical irrigated areas and which is: (1) separated from the domestic water system; (2) constructed per the City's Recycled Water Construction Standards; (3) irrigated	Include plans for the recycled water system serving the TCSP area to include the described features.	The city shall confirm these features are in place.	Once prior to issuance of building permits.	The City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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at night; and (4) properly signed. Note that the signs shall be installed once the system is fully operational. - Mainline shall be a public system with meters, as appropriate, to recycled water customers. The developer shall be responsible for the design and construction of the recycled water main pipeline system within the development. Construction shall be per City standard requirements with payment of applicable fees. - Separate meters for the portion of the irrigated area intended for the future recycled water system and the portion of the system that will not be connected to the future recycled water system, if any. - Until the recycled water system is operational, the common area irrigation system shall be connected to the domestic system. Once recycled water is available, and connection to the recycled water system is made, the developer shall remove the connection to the domestic water system. - Prior to the availability of recycled water, the developer shall be responsible for payment of the Recycled Water Connection Fee or the water connection fee, whichever is greater for facilities constructed. - At such time as recycled water is available, the developer shall be responsible for all costs involved with the re-connection of the applicable portions of the irrigation system to the public recycled water system, including appropriate signage. Credits for connection fees shall be given by the City based on the size of the meter(s). Under no circumstance will there be a refund of water connection fees already paid.							

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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The developer shall be responsible for appropriate CCRs covering the use of recycled water within the property and for proper disclosures.							
UTL-2(c) Exterior Water Conservation							
The developer shall incorporate into the TCSP the following exterior water conservation features in order to reduce water demand to the greatest extent feasible, with a goal of at least 30% water use reduction compared to traditional turf landscaping. These shall include, but are not limited to: - Landscape of common areas with low water-using plants (i.e., drought tolerant plant species); - Weather-based irrigation controllers for all landscaped areas; - Minimize the use of turf by limiting it to lawn dependent uses; and, - Wherever turf is used, install warm season grasses.	Incorporate exterior water conservation features to reduce water demand.	Verify features are included in the project plans.	Once prior to issuance of building permits.	The City of Oxnard Community Development Department			
UTL-2(d) On-site Domestic Water System							
The on-site domestic water system shall include: - Connections to the City's system in at least two locations as approved by the City, generally located along the eastern side of the property (Ventura Road) and along either the north or south side of the development away from Ventura Road. There shall be an on-site looped main transmission system through the development. - Public pipeline systems which feed into separate water meters for each ownership. In addition, there shall be separate water	The developer shall ensure the on-site domestic water systems has connections to the City's system in at least two locations as approved by the City, public pipelines systems which feed into separate water meters for each ownership and an internal water system designed to provide for the higher of either maximum day plus fire or peak hour demand.	Verify features are included in the project plans.	Once prior to issuance of building permits.	The City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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meters for each multi-family unit, but not apartments. An internal water system designed to provide for the higher of either maximum day plus fire or peak hour demand.							
UTL-2(e) Water Neutrality							
To ensure that the proposed TCSP meets the objectives of the City's Water Neutrality Policy, the City shall confirm, at the time individual phases of the project are reviewed, that the FCGMA allocation transfer rate in place is sufficient to meet the water demand of the phase under consideration. Additional water demand above the amount of transferred supply, shall be provided by the applicant to offset the net additional water demand associated with the project. This shall be accomplished through a Water Neutrality Plan to be reviewed and approved by the City prior to issuance of any building permit. The Water Neutrality Plan shall contain any combination of the following measures, or other measures suggested by the Applicant, that are quantifiable, permanent offsets of existing potable water use elsewhere in the City, or bring new water supply to the City, that match or exceed potable water shortfall: - Use recycled water for indoor residential uses, including but not limited to, toilet flushing; - Use recycled water for indoor business park and commercial elements of the project including, but not limited to, toilet and urinal flushing, process uses and air conditioning. - Contribute to expansion of the City's water conservation program, such as but not limited to offsets available through programs such as	Complete allocation transfers. If additional water demand above the transferred supply is needed, develop a Water Neutrality Plan.	Review and confirm allocation transfer rates are sufficient to meet demand. Review and approve Water Neutrality Plan if needed. Ensure implementation of the approved plan.	Prior to issuance of building permit for individual phases. Periodically during life of the project.	The City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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toilet exchange and showerhead replacements; d. Provide to the City financial contributions towards City programs which generate in-City water conservation or recycled water capacity or conveyance not otherwise required by another State or local water conservation program; e. Participate in other similar programs with cumulatively result in an adequate water supply contribution; and f. Provide to the City water supplies equal to the shortage amount. The City shall ensure implementation of the approved plan in all aspects of permitting and construction of individual phases addressed in the plan.							

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**ATTACHMENT
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**OXNARD REFERRAL LETTER TO AIRPORT LAND USE COMMISSION
LETTER DATED MAY 19, 2022**

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030



May 19, 2022

Amanda Fagan
Director of Planning and Sustainability
Ventura County Transportation Commission
751 E. Daily Drive, Suite 420
Camarillo, CA 93010

RE: Teal Club Specific Plan - Referral to Ventura County Airport Land Use Commission Project & Zoning Permit Numbers: 15-640-01 (Specific Plan); 15-620-03 (General Plan Amendment); 15-560-01 (Pre-Zoning); and 15-610-01 (Annexation)
Project Location: 161.12-acre site located generally at the northwest corner of Teal Club Road and North Ventura Road (north of Oxnard Airport)
APNs: 183-0-070-06, -07, -11, -12, -13, 14, -24, 183-0-110-03, -04, -05, -25, -26, -27, -40, -55, -56

Dear Ms. Fagan:

With this letter, the City of Oxnard refers the Teal Club Specific Plan (TCSP) project to the Ventura County Transportation Commission – acting in its role as the Airport Land Use Commission (ALUC) – for a consistency determination. City of Oxnard staff have determined that the project being considered by the formal application is consistent with the Airport Comprehensive Land Use Plan (ACLUP). The City previously referred this project to the Oxnard Airport Authority (OAA) for review and recommendation. On May 12, 2022, the OAA reviewed the TCSP and made a recommendation to the Oxnard City Council that the proposed TCSP is an acceptable land use and is consistent with the ACLUP. Per state law, the project consistency with the ACLUP is determined by the ALUC.

The Ventura County Transportation Commission (VCTC) has informed the City of Oxnard that the proposed project may be scheduled for review by the ALUC on July 8, 2022.

During the past several years, the City of Oxnard has been processing the application for the proposed TCSP. In 2015, the City of Oxnard circulated an Environmental Impact Report (EIR) for public review. In 2019, the Oxnard School District acquired a 25 acre portion of the TCSP area for future development with school facilities. In response, the proposed TCSP was revised to remove that 25-acre area from the TCSP area. In 2021, a revised EIR was circulated for public review.

During the 2021 public review period, the City of Oxnard received comment letters from the County of Ventura Department of Airports (DOA) (dated February 15, 2022) and Ventura County Transportation Commission (VCTC) (dated February 14, 2022). In the DOA letter, the Director of Airports states that the mitigation measures in the 2021 Draft EIR are sufficient for the proposed TCSP to be a conditionally acceptable land use per the ACLUP. All development constructed

within the TCSP area will be subject to the mitigation measures identified in the EIR. The mitigation measures include the following:

- HAZ-5(a) FAA Notification.** For all development in the TCSP area and the additional annexation area, the applicant shall notify the FAA via online application at FAA's <https://oeaaa.faa.gov/oeaaa/external/portal.jsp> website. The FAA will determine if the structure is an "obstruction" or "hazard" to aviation, and if so, will make recommendations to reduce the obstruction or hazard. Prior to issuance of building permits, the applicant shall forward the FAA determination and recommendations to the City of Oxnard and the City shall require that the applicant implement the recommendations provided by the FAA. Recommendations may include the use of red obstruction lighting on new construction.
- HAZ-5(b) Structural Coverage in the TCSP Area.** Structures within the TCSP area shall conform to the following guidelines:
- Residential uses: Maximum structural coverage of the residential planning areas must be no more than 25%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts
 - Commercial uses: Maximum structural coverage of the commercial planning areas must not exceed 50%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts.
- HAZ-5(c) Structural Coverage in the Additional Annexation Area.** Structures within the additional annexation area shall conform to the following guidelines:
- Commercial and industrial uses: Maximum structural coverage must not exceed 50%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts. Where development is proposed immediately adjacent to the airport property, site plans shall be designed to locate structures as far as practical from the runway.
- LU-3(a) FAA Notification.** For all development in the TCSP area and the additional Annexation area, the applicant shall notify the FAA via online application at FAA's <https://oeaaa.faa.gov/oeaaa/external/portal.jsp> website. The FAA will determine if the structure is an "obstruction" or "hazard" to aviation, and if so, will make recommendations to reduce the obstruction or hazard. Prior to issuance of building permits, the applicant shall forward the FAA determination and recommendations to the City of Oxnard and the City shall require that the applicant implement the recommendations provided by the FAA. Recommendations may include the use of red obstruction lighting on new construction.

LU-3(b) Structural Coverage in the TCSP Area. Structures within the TCSP area shall conform to the following guidelines:

- Residential uses: Maximum structural coverage of the residential planning areas must be no more than 25%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts
- Commercial uses: Maximum structural coverage of the commercial planning areas must not exceed 50%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts.

LU-3(c) Structural Coverage in the Additional Annexation Area. Structures within the additional Annexation area shall conform to the following guidelines:

- Commercial and industrial uses: Maximum structural coverage must not exceed 50%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts. Where development is proposed immediately adjacent to the airport property, site plans shall be designed to locate structures as far as practical from the runway.

LU-3(d) Avigation Easement. Prior to issuance of final tract maps for development pursuant to the proposed Specific Plan or rezone of additional Annexation areas, the project applicant shall grant an avigation easement to the County of Ventura to record that the property owner(s) acknowledge that their properties are in an area subject to frequent aircraft overflights and that such overflights may result in noise, exhaust emissions and vibrations.

In the VCTC letter, the Executive Director states that the VCTC serves as the Airport Land Use Commission (ALUC) for Ventura County. The ALUC adopted an Airport Comprehensive Land Use Plan (ACLUP), which serves as the airport land use compatibility plan as required by law for the Ventura region. Since the TCSP project is located within the land use planning area for the Oxnard Airport, the project is subject to review by the ALUC. The ALUC is to provide a determination if the General Plan Amendment and / or Zone Change is or is not consistent with the ACLUP.

For further information regarding this letter, do not hesitate to contact me via email at jay.dobrowalski@oxnard.org or via telephone at (805) 385-3948.

Sincerely,



Jay Dobrowalski
Senior Planner

ATTACHMENT M

**AIRPORT LAND USE COMMISSION DETERMINATION LETTER DATED
JULY 11, 2022**



Ventura County Transportation Commission

July 11, 2022

Mr. Jay Dobrowalski
Senior Planner
Planning Division
Community Development Department
City of Oxnard
214 South C Street
Oxnard, California 93030

Subject: Teal Club Specific Plan – Ventura County Airport Land Use Commission Review

Dear Mr. Dobrowalski:

On July 8, 2022, the Ventura County Airport Land Use Commission (ALUC) held a public hearing and reviewed the Teal Club Specific Plan in response to the City of Oxnard referral letter dated May 19, 2022 and based on the Consistency Review Application submitted on behalf of the Borchard Family dated May 17, 2022. The ALUC made a determination that the proposed Teal Club Specific Plan is consistent with the Ventura County Airport Comprehensive Land Use Plan.

Should you have any questions concerning this review, please contact Ms. Amanda Fagan, Director of Planning and Sustainability, at (805) 642-1591 (ext. 103) or by email at: afagan@goventura.org.

Sincerely,

Martin Erickson
Executive Director

Cc: Mr. Dennis Hardgrave, Development Planning Services, Inc.

ATTACHMENT N

PUBLIC COMMENT LETTERS

**Teal Club Specific Plan
Comment Letters**

Letter No.	Commenter	Date
001	Tsai Email and Letter SWRCC	2.15.22
002	Beda Email	4.14.22
003	Giacobbe Email and Attachment	4.11.22
004	Stein Email with 28 Attachments	6.6.24
005	Stein Email	7.17.24
006	Stein Email	7.20.24
007	Stein Email	7.26.24
008	Stein Email	7.27.24
009	Stein Email	7.28.24
010	Gustafson Letter	8.23.24

EIR Comments: Teal Club Specific Plan

Mitchell Tsai <mitch@mitchtsailaw.com>

Tue, Feb 15, 2022 at 6:04 PM

To: "jay.dobrowalski@oxnard.org" <jay.dobrowalski@oxnard.org>

Cc: Jason Cohen <jason@mitchtsailaw.com>, Brandon Young <brandon@mitchtsailaw.com>, Maria Sarmiento <maria@mitchtsailaw.com>, Rebekah Youngblood <rebekah@mitchtsailaw.com>, Hind Baki <hind@mitchtsailaw.com>

Mr. Dobrowalski,

Please see attached comments from my office on behalf of the Southwest Regional Council of Carpenters.

Mitch

--

Mitchell M. Tsai

Principal

Mitchell M. Tsai, Attorney At Law

[139 South Hudson Avenue Suite 200](#)

[Pasadena, CA 91101](#)

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 **20220215_SWRCC_Oxnard_TealClub_DEIRCommentLtr_Final.pdf**
3290K

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E: info@mitchtsailaw.com



139 South Hudson Avenue
Suite 200
Pasadena, California 91101

VIA E-MAIL

February 15, 2022

Jay Dobrowalski
Senior Planner
City of Oxnard
214 South C Street
Oxnard, CA 93030
Em: jay.dobrowalski@oxnard.org

RE: City of Oxnard Teal Club Specific Plan DEIR Comment Letter

Dear Ms. Power,

On behalf of the Southwest Regional Council of Carpenters (“**SWRCC**” or “**Southwest Carpenters**”), my Office is submitting these comments on the City of Oxnard’s (“**City**” or “**Lead Agency**”) Draft Environmental Impact Report (“**DEIR**”) for the City of Oxnard Teal Club Specific Plan (the “**Project**”).

The Southwest Carpenters is a labor union representing more than 50,000 union carpenters in six states and has a strong interest in well-ordered land use planning and addressing the environmental impacts of development projects.

Individual members of the Southwest Carpenters live, work and recreate in the City and surrounding communities and would be directly affected by the Project’s environmental impacts.

The Southwest Carpenters expressly reserves the right to supplement these comments at or prior to hearings on the Project, and at any later hearings and proceedings related to this Project. Cal. Gov. Code § 65009(b); Cal. Pub. Res. Code § 21177(a); *Bakersfield Citizens for Local Control v. Bakersfield* (2004) 124 Cal. App. 4th 1184, 1199-1203; see *Galante Vineyards v. Monterey Water Dist.* (1997) 60 Cal. App. 4th 1109, 1121.

SWRCC incorporates by reference all comments raising issues regarding the EIR submitted prior to certification of the EIR for the Project. *Citizens for Clean Energy v City of Woodland* (2014) 225 Cal. App. 4th 173, 191 (finding that any party who has objected

to the Project’s environmental documentation may assert any issue timely raised by other parties).

Moreover, SWRCC requests that the Lead Agency provide notice for any and all notices referring or related to the Project issued under the California Environmental Quality Act (“**CEQA**”), Cal Public Resources Code (“**PRC**”) § 21000 *et seq*, and the California Planning and Zoning Law (“**Planning and Zoning Law**”), Cal. Gov’t Code §§ 65000–65010. California Public Resources Code Sections 21092.2, and 21167(f) and Government Code Section 65092 require agencies to mail such notices to any person who has filed a written request for them with the clerk of the agency’s governing body.

The City should require the Applicant provide additional community benefits such as requiring local hire and use of a skilled and trained workforce to build the Project. The City should require the use of workers who have graduated from a Joint Labor Management apprenticeship training program approved by the State of California, or have at least as many hours of on-the-job experience in the applicable craft which would be required to graduate from such a state approved apprenticeship training program or who are registered apprentices in an apprenticeship training program approved by the State of California.

Community benefits such as local hire and skilled and trained workforce requirements can also be helpful to reduce environmental impacts and improve the positive economic impact of the Project. Local hire provisions requiring that a certain percentage of workers reside within 10 miles or less of the Project Site can reduce the length of vendor trips, reduce greenhouse gas emissions and providing localized economic benefits. Local hire provisions requiring that a certain percentage of workers reside within 10 miles or less of the Project Site can reduce the length of vendor trips, reduce greenhouse gas emissions and providing localized economic benefits. As environmental consultants Matt Hagemann and Paul E. Rosenfeld note:

[A]ny local hire requirement that results in a decreased worker trip length from the default value has the potential to result in a reduction of construction-related GHG emissions, though the significance of the reduction would vary based on the location and urbanization level of the project site.

March 8, 2021 SWAPE Letter to Mitchell M. Tsai re Local Hire Requirements and Considerations for Greenhouse Gas Modeling.

Skilled and trained workforce requirements promote the development of skilled trades that yield sustainable economic development. As the California Workforce Development Board and the UC Berkeley Center for Labor Research and Education concluded:

. . . labor should be considered an investment rather than a cost – and investments in growing, diversifying, and upskilling California’s workforce can positively affect returns on climate mitigation efforts. In other words, well trained workers are key to delivering emissions reductions and moving California closer to its climate targets.¹

Recently, on May 7, 2021, the South Coast Air Quality Management District found that the “[u]se of a local state-certified apprenticeship program or a skilled and trained workforce with a local hire component” can result in air pollutant reductions.²

Cities are increasingly adopting local skilled and trained workforce policies and requirements into general plans and municipal codes. For example, the City of Hayward 2040 General Plan requires the City to “promote local hiring . . . to help achieve a more positive jobs-housing balance, and reduce regional commuting, gas consumption, and greenhouse gas emissions.”³

In fact, the City of Hayward has gone as far as to adopt a Skilled Labor Force policy into its Downtown Specific Plan and municipal code, requiring developments in its Downtown area to requiring that the City “[c]ontribute to the stabilization of regional construction markets by spurring applicants of housing and nonresidential developments to require contractors to utilize apprentices from state-approved, joint

¹ California Workforce Development Board (2020) Putting California on the High Road: A Jobs and Climate Action Plan for 2030 at p. ii, *available at* <https://laborcenter.berkeley.edu/wp-content/uploads/2020/09/Putting-California-on-the-High-Road.pdf>

² South Coast Air Quality Management District (May 7, 2021) Certify Final Environmental Assessment and Adopt Proposed Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions Program, and Proposed Rule 316 – Fees for Rule 2305, Submit Rule 2305 for Inclusion Into the SIP, and Approve Supporting Budget Actions, *available at* <http://www.aqmd.gov/docs/default-source/Agendas/Governing-Board/2021/2021-May7-027.pdf?sfvrsn=10>

³ City of Hayward (2014) Hayward 2040 General Plan Policy Document at p. 3-99, *available at* https://www.hayward-ca.gov/sites/default/files/documents/General_Plan_FINAL.pdf.

labor-management training programs, . . .”⁴ In addition, the City of Hayward requires all projects 30,000 square feet or larger to “utilize apprentices from state-approved, joint labor-management training programs.”⁵

Locating jobs closer to residential areas can have significant environmental benefits. As the California Planning Roundtable noted in 2008:

People who live and work in the same jurisdiction would be more likely to take transit, walk, or bicycle to work than residents of less balanced communities and their vehicle trips would be shorter. Benefits would include potential reductions in both vehicle miles traveled and vehicle hours traveled.⁶

In addition, local hire mandates as well as skill training are critical facets of a strategy to reduce vehicle miles traveled. As planning experts Robert Cervero and Michael Duncan noted, simply placing jobs near housing stock is insufficient to achieve VMT reductions since the skill requirements of available local jobs must be matched to those held by local residents.⁷ Some municipalities have tied local hire and skilled and trained workforce policies to local development permits to address transportation issues. As Cervero and Duncan note:

In nearly built-out Berkeley, CA, the approach to balancing jobs and housing is to create local jobs rather than to develop new housing.” The city’s First Source program encourages businesses to hire local residents, especially for entry- and intermediate-level jobs, and sponsors vocational training to ensure residents are employment-ready. While the program is voluntary, some 300 businesses have used it to date, placing more than 3,000 city residents in local jobs since it was launched in 1986. When

⁴ City of Hayward (2019) Hayward Downtown Specific Plan at p. 5-24, *available at* <https://www.hayward-ca.gov/sites/default/files/Hayward%20Downtown%20Specific%20Plan.pdf>.

⁵ City of Hayward Municipal Code, Chapter 10, § 28.5.3.020(C).

⁶ California Planning Roundtable (2008) Deconstructing Jobs-Housing Balance at p. 6, *available at* <https://cprroundtable.org/static/media/uploads/publications/cpr-jobs-housing.pdf>.

⁷ Cervero, Robert and Duncan, Michael (2006) Which Reduces Vehicle Travel More: Jobs-Housing Balance or Retail-Housing Mixing? *Journal of the American Planning Association* 72 (4), 475-490, 482, *available at* <http://reconnectingamerica.org/assets/Uploads/UTCT-825.pdf>.

needed, these carrots are matched by sticks, since the city is not shy about negotiating corporate participation in First Source as a condition of approval for development permits.

The City should consider utilizing skilled and trained workforce policies and requirements to benefit the local area economically and mitigate greenhouse gas, air quality and transportation impacts.

The City should also require the Project to be built to standards exceeding the current 2019 California Green Building Code to mitigate the Project’s environmental impacts and to advance progress towards the State of California’s environmental goals.

I. **THE PROJECT WOULD BE APPROVED IN VIOLATION OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

A. Background Concerning the California Environmental Quality Act

CEQA has two basic purposes. First, CEQA is designed to inform decision makers and the public about the potential, significant environmental effects of a project. 14 California Code of Regulations (“**CCR**” or “**CEQA Guidelines**”) § 15002(a)(1).⁸ “Its purpose is to inform the public and its responsible officials of the environmental consequences of their decisions *before* they are made. Thus, the EIR ‘protects not only the environment but also informed self-government.’ [Citation.]” *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal. 3d 553, 564. The EIR has been described as “an environmental ‘alarm bell’ whose purpose it is to alert the public and its responsible officials to environmental changes before they have reached ecological points of no return.” *Berkeley Keep Jets Over the Bay v. Bd. of Port Comm’rs.* (2001) 91 Cal. App. 4th 1344, 1354 (“*Berkeley Jets*”); *County of Inyo v. Yorty* (1973) 32 Cal. App. 3d 795, 810.

Second, CEQA directs public agencies to avoid or reduce environmental damage when possible by requiring alternatives or mitigation measures. CEQA Guidelines § 15002(a)(2) and (3). *See also, Berkeley Jets*, 91 Cal. App. 4th 1344, 1354; *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal. 3d 553; *Laurel Heights Improvement Ass’n v.*

⁸ The CEQA Guidelines, codified in Title 14 of the California Code of Regulations, section 15000 *et seq.*, are regulatory guidelines promulgated by the state Natural Resources Agency for the implementation of CEQA. (Cal. Pub. Res. Code § 21083.) The CEQA Guidelines are given “great weight in interpreting CEQA except when . . . clearly unauthorized or erroneous.” *Center for Biological Diversity v. Department of Fish & Wildlife* (2015) 62 Cal. 4th 204, 217.

Regents of the University of California (1988) 47 Cal. 3d 376, 400. The EIR serves to provide public agencies and the public in general with information about the effect that a proposed project is likely to have on the environment and to “identify ways that environmental damage can be avoided or significantly reduced.” CEQA Guidelines § 15002(a)(2). If the project has a significant effect on the environment, the agency may approve the project only upon finding that it has “eliminated or substantially lessened all significant effects on the environment where feasible” and that any unavoidable significant effects on the environment are “acceptable due to overriding concerns” specified in CEQA section 21081. CEQA Guidelines § 15092(b)(2)(A–B).

While the courts review an EIR using an “abuse of discretion” standard, “the reviewing court is not to ‘uncritically rely on every study or analysis presented by a project proponent in support of its position.’ A ‘clearly inadequate or unsupported study is entitled to no judicial deference.’” *Berkeley Jets*, 91 Cal. App. 4th 1344, 1355 (emphasis added) (quoting *Laurel Heights*, 47 Cal. 3d at 391, 409 fn. 12). Drawing this line and determining whether the EIR complies with CEQA’s information disclosure requirements presents a question of law subject to independent review by the courts. *Sierra Club v. Cnty. of Fresno* (2018) 6 Cal. 5th 502, 515; *Madera Oversight Coalition, Inc. v. County of Madera* (2011) 199 Cal. App. 4th 48, 102, 131. As the court stated in *Berkeley Jets*, 91 Cal. App. 4th at 1355:

A prejudicial abuse of discretion occurs “if the failure to include relevant information precludes informed decision-making and informed public participation, thereby thwarting the statutory goals of the EIR process.

The preparation and circulation of an EIR is more than a set of technical hurdles for agencies and developers to overcome. The EIR’s function is to ensure that government officials who decide to build or approve a project do so with a full understanding of the environmental consequences and, equally important, that the public is assured those consequences have been considered. For the EIR to serve these goals it must present information so that the foreseeable impacts of pursuing the project can be understood and weighed, and the public must be given an adequate opportunity to comment on that presentation before the decision to go forward is made. *Communities for a Better Environment v. Richmond* (2010) 184 Cal. App. 4th 70, 80 (quoting *Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal. 4th 412, 449–450).

B. CEQA Requires Revision and Recirculation of an Environmental Impact Report When Substantial Changes or New Information Comes to Light

Section 21092.1 of the California Public Resources Code requires that “[w]hen significant new information is added to an environmental impact report after notice has been given pursuant to Section 21092 ... but prior to certification, the public agency shall give notice again pursuant to Section 21092, and consult again pursuant to Sections 21104 and 21153 before certifying the environmental impact report” in order to give the public a chance to review and comment upon the information. CEQA Guidelines § 15088.5.

Significant new information includes “changes in the project or environmental setting as well as additional data or other information” that “deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative).” CEQA Guidelines § 15088.5(a). Examples of significant new information requiring recirculation include “new significant environmental impacts from the project or from a new mitigation measure,” “substantial increase in the severity of an environmental impact,” “feasible project alternative or mitigation measure considerably different from others previously analyzed” as well as when “the draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.” *Id.*

An agency has an obligation to recirculate an environmental impact report for public notice and comment due to “significant new information” regardless of whether the agency opts to include it in a project’s environmental impact report. *Cadiz Land Co. v. Rail Cycle* (2000) 83 Cal. App. 4th 74, 95 [finding that in light of a new expert report disclosing potentially significant impacts to groundwater supply “the EIR should have been revised and recirculated for purposes of informing the public and governmental agencies of the volume of groundwater at risk and to allow the public and governmental agencies to respond to such information.”]. If significant new information was brought to the attention of an agency prior to certification, an agency is required to revise and recirculate that information as part of the environmental impact report.

C. Due to the COVID-19 Crisis, the City Must Adopt a Mandatory Finding of Significance that the Project May Cause a Substantial Adverse Effect on Human Beings and Mitigate COVID-19 Impacts

CEQA requires that an agency make a finding of significance when a Project may cause a significant adverse effect on human beings. PRC § 21083(b)(3); CEQA Guidelines § 15065(a)(4).

Public health risks related to construction work requires a mandatory finding of significance under CEQA. Construction work has been defined as a Lower to High-risk activity for COVID-19 spread by the Occupations Safety and Health Administration. Recently, several construction sites have been identified as sources of community spread of COVID-19.⁹

SWRCC recommends that the Lead Agency adopt additional CEQA mitigation measures to mitigate public health risks from the Project's construction activities. SWRCC requests that the Lead Agency require safe on-site construction work practices as well as training and certification for any construction workers on the Project Site.

In particular, based upon SWRCC's experience with safe construction site work practices, SWRCC recommends that the Lead Agency require that while construction activities are being conducted at the Project Site:

Construction Site Design:

- The Project Site will be limited to two controlled entry points.
- Entry points will have temperature screening technicians taking temperature readings when the entry point is open.
- The Temperature Screening Site Plan shows details regarding access to the Project Site and Project Site logistics for conducting temperature screening.

⁹ Santa Clara County Public Health (June 12, 2020) COVID-19 CASES AT CONSTRUCTION SITES HIGHLIGHT NEED FOR CONTINUED VIGILANCE IN SECTORS THAT HAVE REOPENED, *available at* <https://www.sccgov.org/sites/covid19/Pages/press-release-06-12-2020-cases-at-construction-sites.aspx>.

- A 48-hour advance notice will be provided to all trades prior to the first day of temperature screening.
- The perimeter fence directly adjacent to the entry points will be clearly marked indicating the appropriate 6-foot social distancing position for when you approach the screening area. Please reference the Apex temperature screening site map for additional details.
- There will be clear signage posted at the project site directing you through temperature screening.
- Provide hand washing stations throughout the construction site.

Testing Procedures:

- The temperature screening being used are non-contact devices.
- Temperature readings will not be recorded.
- Personnel will be screened upon entering the testing center and should only take 1-2 seconds per individual.
- Hard hats, head coverings, sweat, dirt, sunscreen or any other cosmetics must be removed on the forehead before temperature screening.
- Anyone who refuses to submit to a temperature screening or does not answer the health screening questions will be refused access to the Project Site.
- Screening will be performed at both entrances from 5:30 am to 7:30 am.; main gate [ZONE 1] and personnel gate [ZONE 2]
- After 7:30 am only the main gate entrance [ZONE 1] will continue to be used for temperature testing for anybody gaining entry to the project site such as returning personnel, deliveries, and visitors.

- If the digital thermometer displays a temperature reading above 100.0 degrees Fahrenheit, a second reading will be taken to verify an accurate reading.
- If the second reading confirms an elevated temperature, DHS will instruct the individual that he/she will not be allowed to enter the Project Site. DHS will also instruct the individual to promptly notify his/her supervisor and his/her human resources (HR) representative and provide them with a copy of Annex A.

Planning

- Require the development of an Infectious Disease Preparedness and Response Plan that will include basic infection prevention measures (requiring the use of personal protection equipment), policies and procedures for prompt identification and isolation of sick individuals, social distancing (prohibiting gatherings of no more than 10 people including all-hands meetings and all-hands lunches) communication and training and workplace controls that meet standards that may be promulgated by the Center for Disease Control, Occupational Safety and Health Administration, Cal/OSHA, California Department of Public Health or applicable local public health agencies.¹⁰

The United Brotherhood of Carpenters and Carpenters International Training Fund has developed COVID-19 Training and Certification to ensure that Carpenter union members and apprentices conduct safe work practices. The Agency should require that all construction workers undergo COVID-19 Training and Certification before being allowed to conduct construction activities at the Project Site.

SWRCC has also developed a rigorous Infection Control Risk Assessment (“ICRA”) training program to ensure it delivers a workforce that understands how to identify and

¹⁰ See also The Center for Construction Research and Training, North America’s Building Trades Unions (April 27 2020) NABTU and CPWR COVID-19 Standards for U.S. Construction Sites, available at https://www.cpwrc.com/sites/default/files/NABTU_CPWR_Standards_COVID-19.pdf; Los Angeles County Department of Public Works (2020) Guidelines for Construction Sites During COVID-19 Pandemic, available at https://dpw.lacounty.gov/building-and-safety/docs/pw_guidelines-construction-sites.pdf.

control infection risks by implementing protocols to protect themselves and all others during renovation and construction projects in healthcare environments.¹¹

ICRA protocols are intended to contain pathogens, control airflow, and protect patients during the construction, maintenance and renovation of healthcare facilities. ICRA protocols prevent cross contamination, minimizing the risk of secondary infections in patients at hospital facilities.

The City should require the Project to be built using a workforce trained in ICRA protocols.

D. The DEIR's Transportation Analysis Is Insufficient and Inconsistent with SB 32 and 2030 GHG Targets.

The DEIR indicates that the 2017 Oxnard Scoping Plan reduce vehicle miles traveled (VMT) in accordance with the 2030 GHG emission reduction target under SB 32 (DEIR p. 187). Instead, the DEIR estimates an annual increase of 25,349,026 of VMT, or 9,750 metric tons of CO₂E associated with mobile emissions, which is in contravention of the Scoping Plan and the 2030 GHG targets under SB 32.

Despite this, the DEIR nonetheless concludes that impacts would be less than significant or less than significant without mitigation throughout all transportation impact metrics, but does not address this inconsistency nor offers sufficient mitigation measures to what is clearly a significant impact to and increase in CO₂E.

E. The DEIR's Agricultural Analysis Is Insufficient

1. The DEIR Unlawfully Omits Information by Failing to Disclose Inconsistencies with the Southern California Association of Government's 2020 – 2045 Regional Transportation Plan / Sustainable Communities Strategy.

The DEIR is inconsistent with the SCAG's 2020 – 2045 Regional Transportation Plan / Sustainable Communities Strategy Connect Social ("2020 – 2045 RTP / SCS"). The 2020 – 2045 RTP / SCS sets a goal to "[p]romote conservation of natural and agricultural lands."¹²

¹¹ For details concerning SWRCC's ICRA training program, see <https://icrahealthcare.com/>.

¹² https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocial-plan_0.pdf?1606001176, p. 9.

The DEIR fails to review and discuss this inconsistency with the 2020 – 2045 RTP / SCS even though the Project is converting nearly 161.12 of the current agricultural land to industrial and urban land uses.

CEQA Guidelines section 15125(d) requires that an environmental impact report “discuss any inconsistencies between the proposed project and applicable general plans, specific plans and regional plans. *See also Golden Door Properties, LLC v. County of San Diego* (2020) 50 Cal. App. 5th 467, 543.

2. The DEIR Improperly defers Mitigation Measure AG-1

CEQA mitigation measures proposed and adopted into an environmental impact report are required to describe what actions that will be taken to reduce or avoid an environmental impact. (CEQA Guidelines § 15126.4(a)(1)(B) [providing “[f]ormulation of mitigation measures should not be deferred until some future time.”].) While the same Guidelines section 15126.5(a)(1)(B) acknowledges an exception to the rule against deferrals, but such exception is narrowly proscribed to situations where “measures may specify performance standards which would mitigate the significant effect of the project and which may be accomplished in more than one specified way.” (Id.) Courts have also recognized a similar exception to the general rule against deferral of mitigation measures where the performance criteria for each mitigation measure is identified and described in the EIR. (*Sacramento Old City Ass’n v. City Council* (1991) 229 Cal.App.3d 1011.)

Impermissible deferral can occur when an EIR calls for mitigation measures to be created based on future studies or describes mitigation measures in general terms but the agency fails to commit itself to specific performance standards. (*Preserve Wild Santee v. City of Santee* (2012) 210 Cal.App.4th 260, 281 [city improperly deferred mitigation to butterfly habitat by failing to provide standards or guidelines for its management]; *San Joaquin Raptor Rescue Center v. County of Merced* (2007) 149 Cal.App.4th 645, 671 [EIR failed to provide and commit to specific criteria or standard of performance for mitigating impacts to biological habitats]; see also *Cleveland Nat’l Forest Found. v San Diego Ass’n of Gov’ts* (2017) 17 Cal.App.5th 413, 442 [generalized air quality measures in the EIR failed to set performance standards]; *California Clean Energy Comm. v City of Woodland* (2014) 225 Cal.App.4th 173, 195 [agency could not rely on a future report on urban decay with no standards for determining whether mitigation required]; *POET, LLC v. State Air Resources Bd.* (2013) 218 Cal.App.4th 681, 740 [agency could not rely on future rulemaking to establish specifications to ensure emissions of nitrogen oxide

would not increase because it did not establish objective performance criteria for measuring whether that goal would be achieved]; *Gray v. County of Madera* (2008) 167 Cal.App.4th 1099, 1119 [rejecting mitigation measure requiring replacement water to be provided to neighboring landowners because it identified a general goal for mitigation rather than specific performance standard]; *Endangered Habitats League, Inc. v. County of Orange* (2005) 131 Cal.App.4th 777, 794 [requiring report without established standards is impermissible delay].)

Here, Mitigation Measure AG-1 Agricultural Conservation (“**MM AG-1**”) allows the Project to defer is conversion of 149.5 acres of “important farmland” by either paying an “agricultural conservation in-lieu fee” with the amount to be set at the City of Oxnard’s discretion (“**Option #1**”) or by purchasing agricultural easements amount to at least 149.5 acres (“**Option #2**”).

Option #1 improperly defers the amount of the agricultural in-lieu of fee, failing to specify the amount or even a professional standard in determining how much the agricultural in-lieu of fee would be assessed against the Project. The amount of the in-lieu of fee is important because the amount of the fee exacted would determine how much farmworker housing the City would be able to produce with the in lieu of fees paid by the Project. MM AG-1 should be modified to add a formula or set a specific amount for the agricultural in-lieu of fee to be paid by the Project.

3. The DEIR Fails to Consider and Analyze all Feasible, Practical and Effective Mitigation Measures

Although the DEIR recognizes the loss of agricultural land here as significant and unavoidable, it fails to consider all feasible, practical, and effective feasible mitigation measures under PRC §§ 21061, 21100(b)(3); see also *Napa Citizens for Honest Gov’t v. Napa County Bd. Of Supervisors* (2001) 91 Ca.4th 1018, 1039.

The DEIR is required to review all feasible, practical, and effective mitigation measures as the DEIR concludes that the Project would have significant and unavoidable impacts to agricultural resources. However, the DEIR fails to provide a feasibility analysis for mitigation measures that could conceivably reduce the Project’s impacts to agricultural land to less than significant levels. For example, the Project could commit towards purchasing agricultural easements on important farmland in the Oxnard Plain area of Ventura County at a 2:1 ratio or commit to paying an in-lieu of fee that would

be projected to produce mitigation land at that rate. Without a feasibility analysis of more stringent mitigation measures, the DEIR fails as an informational document.

4. The DEIR Does not Provide Substantial Evidence that Mitigation Measure AG-1 Option #1 would Impact Loss of Agricultural Land

CEQA requires that an agency determine that a proposed mitigation measure would be effective in mitigating the environmental impact that it is identified as mitigation for. When the effectiveness of a mitigation measure is not apparent, the EIR should include facts and analysis supporting its characterization of the expected result. *Sierra Club v County of Fresno* (2018) 6 Cal.5th 502, 522

MM AG-1 Option 1 fails to provide any mitigation for the loss of agricultural land. specifically requiring that the funds paid as an “agricultural conservation in-lieu fee” be used for farmworker housing units within the City of Oxnard.” While farmworker housing is a commendable goal, MM AG-1 Option 1 fails to address the impact that the City is utilizing it for, namely the loss of agricultural land.

F. The DEIR’s Greenhouse Gases Analysis is Deficient

1. *The DEIR Fails to Make Referenced Documents Available for Public Inspection*

Section 15150 of the CEQA Guidelines permits CEQA environmental documents to incorporate documents by reference if such documents are “made available to the public for inspection at a public place or a public building.” CEQA requires that the environmental document “state where the incorporated documents will be available for inspection.” Moreover, Section 15150 provides that “[w]here an agency incorporates information from an EIR that has been previously been reviewed through the state review system, the state identification number of the incorporated document should be included.” The DEIR omits these important disclosure elements of CEQA, and is therefore deficient.

The City elected not to take a qualitative approach and instead evaluated GHGs based upon a quantitative significance threshold of 6.6 metric tons CO₂ per year based upon consistency with South Coast Air Quality Management guidance and Ventura County Air Pollution Control District. However, the DEIR fails to provide where the document is publicly available or provide for inspection of the document since the

hyperlinks fail to bring the reader to the cited resources, per the requirements cited above in section 15150; see also DEIR p. 8-7.

2. *The DEIR Does Not Review the Project's Consistency with the 2020 – 2045 RTP / SCS*

Moreover, the DEIR reviews the Project's consistency with SCAG's 2016 – 2040 RTP / SCS rather than the current 2020 – 2045 RTP / SCS. CEQA Guidelines section 15125(d) requires that an environmental impact report "discuss any inconsistencies between the proposed project and applicable general plans, specific plans and regional plans. *See also Golden Door Properties, LLC v. County of San Diego* (2020) 50 Cal. App. 5th 467, 543.

G. The DEIR's Land Use Compatibility Analysis is Insufficient, Especially as to the Airport Land Use Compatibility

CEQA Guidelines section 15125(d) requires that an environmental impact report "discuss any inconsistencies between the proposed project and applicable general plans, specific plans and regional plans. *See also Golden Door Properties, LLC v. County of San Diego* (2020) 50 Cal. App. 5th 467, 543. However, the DEIR fails to sufficiently discuss and review the Project's inconsistencies with the applicable Airport Land Use Plan.

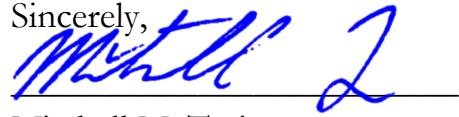
First, LU-2 suggests that the project is potentially inconsistent with applicable use plans, but does little to mitigate this beyond citing to other sections in the DEIR. There is a lack of clarity as to these inconsistencies and why they are present.

Next, LU-3 recognizes the parcels and the project as being "generally consistent" but does not elaborate further. There are also inconsistencies in whether the existing structures or proposed structures will constitute an obstruction to the airport, and whether the impact is significant but mitigable, or less than significant. And as discussed above, the DEIR fails to implement the requisite analysis pursuant to 14 CCR § 15154(a) concerning hazards.

II. CONCLUSION

The Southwest Carpenters request that the City revise and recirculate the Project's environmental impact report to address the aforementioned concerns. If the City has any questions or concerns, feel free to contact my Office.

Sincerely,



Mitchell M. Tsai

Attorneys for the Southwest
Regional Council of Carpenters

Attached:

March 8, 2021 SWAPE Letter to Mitchell M. Tsai re Local Hire Requirements and Considerations for Greenhouse Gas Modeling (Exhibit A);

Air Quality and GHG Expert Paul Rosenfeld CV (Exhibit B); and

Air Quality and GHG Expert Matt Hagemann CV (Exhibit C).

EXHIBIT A



Technical Consultation, Data Analysis and
Litigation Support for the Environment

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March 8, 2021

Mitchell M. Tsai
155 South El Molino, Suite 104
Pasadena, CA 91101

Subject: Local Hire Requirements and Considerations for Greenhouse Gas Modeling

Dear Mr. Tsai,

Soil Water Air Protection Enterprise ("SWAPE") is pleased to provide the following draft technical report explaining the significance of worker trips required for construction of land use development projects with respect to the estimation of greenhouse gas ("GHG") emissions. The report will also discuss the potential for local hire requirements to reduce the length of worker trips, and consequently, reduced or mitigate the potential GHG impacts.

Worker Trips and Greenhouse Gas Calculations

The California Emissions Estimator Model ("CalEEMod") is a "statewide land use emissions computer model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify potential criteria pollutant and greenhouse gas (GHG) emissions associated with both construction and operations from a variety of land use projects."¹ CalEEMod quantifies construction-related emissions associated with land use projects resulting from off-road construction equipment; on-road mobile equipment associated with workers, vendors, and hauling; fugitive dust associated with grading, demolition, truck loading, and on-road vehicles traveling along paved and unpaved roads; and architectural coating activities; and paving.²

The number, length, and vehicle class of worker trips are utilized by CalEEMod to calculate emissions associated with the on-road vehicle trips required to transport workers to and from the Project site during construction.³

¹ "California Emissions Estimator Model." CAPCOA, 2017, available at: <http://www.aqmd.gov/caleemod/home>.

² "California Emissions Estimator Model." CAPCOA, 2017, available at: <http://www.aqmd.gov/caleemod/home>.

³ "CalEEMod User's Guide." CAPCOA, November 2017, available at: http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, p. 34.

Specifically, the number and length of vehicle trips is utilized to estimate the vehicle miles travelled (“VMT”) associated with construction. Then, utilizing vehicle-class specific EMFAC 2014 emission factors, CalEEMod calculates the vehicle exhaust, evaporative, and dust emissions resulting from construction-related VMT, including personal vehicles for worker commuting.⁴

Specifically, in order to calculate VMT, CalEEMod multiplies the average daily trip rate by the average overall trip length (see excerpt below):

$$\text{“VMT}_d = \Sigma(\text{Average Daily Trip Rate}_i * \text{Average Overall Trip Length}_i) _n$$

Where:

n = Number of land uses being modeled.”⁵

Furthermore, to calculate the on-road emissions associated with worker trips, CalEEMod utilizes the following equation (see excerpt below):

$$\text{“Emissions}_{\text{pollutant}} = \text{VMT} * \text{EF}_{\text{running,pollutant}}$$

Where:

$\text{Emissions}_{\text{pollutant}}$ = emissions from vehicle running for each pollutant

VMT = vehicle miles traveled

$\text{EF}_{\text{running,pollutant}}$ = emission factor for running emissions.”⁶

Thus, there is a direct relationship between trip length and VMT, as well as a direct relationship between VMT and vehicle running emissions. In other words, when the trip length is increased, the VMT and vehicle running emissions increase as a result. Thus, vehicle running emissions can be reduced by decreasing the average overall trip length, by way of a local hire requirement or otherwise.

Default Worker Trip Parameters and Potential Local Hire Requirements

As previously discussed, the number, length, and vehicle class of worker trips are utilized by CalEEMod to calculate emissions associated with the on-road vehicle trips required to transport workers to and from the Project site during construction.⁷ In order to understand how local hire requirements and associated worker trip length reductions impact GHG emissions calculations, it is important to consider the CalEEMod default worker trip parameters. CalEEMod provides recommended default values based on site-specific information, such as land use type, meteorological data, total lot acreage, project type and typical equipment associated with project type. If more specific project information is known, the user can change the default values and input project-specific values, but the California Environmental Quality Act (“CEQA”) requires that such changes be justified by substantial evidence.⁸ The default number of construction-related worker trips is calculated by multiplying the

⁴ “Appendix A Calculation Details for CalEEMod.” CAPCOA, October 2017, available at: http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 14-15.

⁵ “Appendix A Calculation Details for CalEEMod.” CAPCOA, October 2017, available at: http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 23.

⁶ “Appendix A Calculation Details for CalEEMod.” CAPCOA, October 2017, available at: http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 15.

⁷ “CalEEMod User’s Guide.” CAPCOA, November 2017, available at: http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, p. 34.

⁸ CalEEMod User Guide, available at: <http://www.caleemod.com/>, p. 1, 9.

number of pieces of equipment for all phases by 1.25, with the exception of worker trips required for the building construction and architectural coating phases.⁹ Furthermore, the worker trip vehicle class is a 50/25/25 percent mix of light duty autos, light duty truck class 1 and light duty truck class 2, respectively.”¹⁰ Finally, the default worker trip length is consistent with the length of the operational home-to-work vehicle trips.¹¹ The operational home-to-work vehicle trip lengths are:

“[B]ased on the location and urbanization selected on the project characteristic screen. These values were supplied by the air districts or use a default average for the state. Each district (or county) also assigns trip lengths for urban and rural settings” (emphasis added).¹²

Thus, the default worker trip length is based on the location and urbanization level selected by the User when modeling emissions. The below table shows the CalEEMod default rural and urban worker trip lengths by air basin (see excerpt below and Attachment A).¹³

Worker Trip Length by Air Basin		
Air Basin	Rural (miles)	Urban (miles)
Great Basin Valleys	16.8	10.8
Lake County	16.8	10.8
Lake Tahoe	16.8	10.8
Mojave Desert	16.8	10.8
Mountain Counties	16.8	10.8
North Central Coast	17.1	12.3
North Coast	16.8	10.8
Northeast Plateau	16.8	10.8
Sacramento Valley	16.8	10.8
Salton Sea	14.6	11
San Diego	16.8	10.8
San Francisco Bay Area	10.8	10.8
San Joaquin Valley	16.8	10.8
South Central Coast	16.8	10.8
South Coast	19.8	14.7
Average	16.47	11.17
Minimum	10.80	10.80
Maximum	19.80	14.70
Range	9.00	3.90

⁹ “CalEEMod User’s Guide.” CAPCOA, November 2017, available at: http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, p. 34.

¹⁰ “Appendix A Calculation Details for CalEEMod.” CAPCOA, October 2017, available at: http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 15.

¹¹ “Appendix A Calculation Details for CalEEMod.” CAPCOA, October 2017, available at: http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 14.

¹² “Appendix A Calculation Details for CalEEMod.” CAPCOA, October 2017, available at: http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 21.

¹³ “Appendix D Default Data Tables.” CAPCOA, October 2017, available at: http://www.aqmd.gov/docs/default-source/caleemod/05_appendix-d2016-3-2.pdf?sfvrsn=4, p. D-84 – D-86.

As demonstrated above, default rural worker trip lengths for air basins in California vary from 10.8- to 19.8- miles, with an average of 16.47 miles. Furthermore, default urban worker trip lengths vary from 10.8- to 14.7- miles, with an average of 11.17 miles. Thus, while default worker trip lengths vary by location, default urban worker trip lengths tend to be shorter in length. Based on these trends evident in the CalEEMod default worker trip lengths, we can reasonably assume that the efficacy of a local hire requirement is especially dependent upon the urbanization of the project site, as well as the project location.

Practical Application of a Local Hire Requirement and Associated Impact

To provide an example of the potential impact of a local hire provision on construction-related GHG emissions, we estimated the significance of a local hire provision for the Village South Specific Plan (“Project”) located in the City of Claremont (“City”). The Project proposed to construct 1,000 residential units, 100,000-SF of retail space, 45,000-SF of office space, as well as a 50-room hotel, on the 24-acre site. The Project location is classified as Urban and lies within the Los Angeles-South Coast County. As a result, the Project has a default worker trip length of 14.7 miles.¹⁴ In an effort to evaluate the potential for a local hire provision to reduce the Project’s construction-related GHG emissions, we prepared an updated model, reducing all worker trip lengths to 10 miles (see Attachment B). Our analysis estimates that if a local hire provision with a 10-mile radius were to be implemented, the GHG emissions associated with Project construction would decrease by approximately 17% (see table below and Attachment C).

Local Hire Provision Net Change	
Without Local Hire Provision	
Total Construction GHG Emissions (MT CO ₂ e)	3,623
Amortized Construction GHG Emissions (MT CO ₂ e/year)	120.77
With Local Hire Provision	
Total Construction GHG Emissions (MT CO ₂ e)	3,024
Amortized Construction GHG Emissions (MT CO ₂ e/year)	100.80
% Decrease in Construction-related GHG Emissions	17%

As demonstrated above, by implementing a local hire provision requiring 10 mile worker trip lengths, the Project could reduce potential GHG emissions associated with construction worker trips. More broadly, any local hire requirement that results in a decreased worker trip length from the default value has the potential to result in a reduction of construction-related GHG emissions, though the significance of the reduction would vary based on the location and urbanization level of the project site.

This serves as an example of the potential impacts of local hire requirements on estimated project-level GHG emissions, though it does not indicate that local hire requirements would result in reduced construction-related GHG emission for all projects. As previously described, the significance of a local hire requirement depends on the worker trip length enforced and the default worker trip length for the project’s urbanization level and location.

¹⁴ “Appendix D Default Data Tables.” CAPCOA, October 2017, available at: http://www.aqmd.gov/docs/default-source/caleemod/05_appendix-d2016-3-2.pdf?sfvrsn=4, p. D-85.

Disclaimer

SWAPE has received limited discovery. Additional information may become available in the future; thus, we retain the right to revise or amend this report when additional information becomes available. Our professional services have been performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable environmental consultants practicing in this or similar localities at the time of service. No other warranty, expressed or implied, is made as to the scope of work, work methodologies and protocols, site conditions, analytical testing results, and findings presented. This report reflects efforts which were limited to information that was reasonably accessible at the time of the work, and may contain informational gaps, inconsistencies, or otherwise be incomplete due to the unavailability or uncertainty of information obtained or provided by third parties.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Hagemann".

Matt Hagemann, P.G., C.Hg.

A handwritten signature in blue ink, appearing to read "Paul Rosenfeld".

Paul E. Rosenfeld, Ph.D.

Location Type	Location Name	Rural H-W (miles)	Urban H-W (miles)
Air Basin	Great Basin	16.8	10.8
Air Basin	Lake County	16.8	10.8
Air Basin	Lake Tahoe	16.8	10.8
Air Basin	Mojave Desert	16.8	10.8
Air Basin	Mountain	16.8	10.8
Air Basin	North Central	17.1	12.3
Air Basin	North Coast	16.8	10.8
Air Basin	Northeast	16.8	10.8
Air Basin	Sacramento	16.8	10.8
Air Basin	Salton Sea	14.6	11
Air Basin	San Diego	16.8	10.8
Air Basin	San Francisco	10.8	10.8
Air Basin	San Joaquin	16.8	10.8
Air Basin	South Central	16.8	10.8
Air Basin	South Coast	19.8	14.7
Air District	Amador County	16.8	10.8
Air District	Antelope Valley	16.8	10.8
Air District	Bay Area AQMD	10.8	10.8
Air District	Butte County	12.54	12.54
Air District	Calaveras	16.8	10.8
Air District	Colusa County	16.8	10.8
Air District	El Dorado	16.8	10.8
Air District	Feather River	16.8	10.8
Air District	Glenn County	16.8	10.8
Air District	Great Basin	16.8	10.8
Air District	Imperial County	10.2	7.3
Air District	Kern County	16.8	10.8
Air District	Lake County	16.8	10.8
Air District	Lassen County	16.8	10.8
Air District	Mariposa	16.8	10.8
Air District	Mendocino	16.8	10.8
Air District	Modoc County	16.8	10.8
Air District	Mojave Desert	16.8	10.8
Air District	Monterey Bay	16.8	10.8
Air District	North Coast	16.8	10.8
Air District	Northern Sierra	16.8	10.8
Air District	Northern	16.8	10.8
Air District	Placer County	16.8	10.8
Air District	Sacramento	15	10

Air District	San Diego	16.8	10.8
Air District	San Joaquin	16.8	10.8
Air District	San Luis Obispo	13	13
Air District	Santa Barbara	8.3	8.3
Air District	Shasta County	16.8	10.8
Air District	Siskiyou County	16.8	10.8
Air District	South Coast	19.8	14.7
Air District	Tehama County	16.8	10.8
Air District	Tuolumne	16.8	10.8
Air District	Ventura County	16.8	10.8
Air District	Yolo/Solano	15	10
County	Alameda	10.8	10.8
County	Alpine	16.8	10.8
County	Amador	16.8	10.8
County	Butte	12.54	12.54
County	Calaveras	16.8	10.8
County	Colusa	16.8	10.8
County	Contra Costa	10.8	10.8
County	Del Norte	16.8	10.8
County	El Dorado-Lake	16.8	10.8
County	El Dorado-	16.8	10.8
County	Fresno	16.8	10.8
County	Glenn	16.8	10.8
County	Humboldt	16.8	10.8
County	Imperial	10.2	7.3
County	Inyo	16.8	10.8
County	Kern-Mojave	16.8	10.8
County	Kern-San	16.8	10.8
County	Kings	16.8	10.8
County	Lake	16.8	10.8
County	Lassen	16.8	10.8
County	Los Angeles-	16.8	10.8
County	Los Angeles-	19.8	14.7
County	Madera	16.8	10.8
County	Marin	10.8	10.8
County	Mariposa	16.8	10.8
County	Mendocino-	16.8	10.8
County	Mendocino-	16.8	10.8
County	Mendocino-	16.8	10.8
County	Mendocino-	16.8	10.8
County	Merced	16.8	10.8
County	Modoc	16.8	10.8
County	Mono	16.8	10.8
County	Monterey	16.8	10.8
County	Napa	10.8	10.8

County	Nevada	16.8	10.8
County	Orange	19.8	14.7
County	Placer-Lake	16.8	10.8
County	Placer-Mountain	16.8	10.8
County	Placer-	16.8	10.8
County	Plumas	16.8	10.8
County	Riverside-	16.8	10.8
County	Riverside-	19.8	14.7
County	Riverside-Salton	14.6	11
County	Riverside-South	19.8	14.7
County	Sacramento	15	10
County	San Benito	16.8	10.8
County	San Bernardino-	16.8	10.8
County	San Bernardino-	19.8	14.7
County	San Diego	16.8	10.8
County	San Francisco	10.8	10.8
County	San Joaquin	16.8	10.8
County	San Luis Obispo	13	13
County	San Mateo	10.8	10.8
County	Santa Barbara-	8.3	8.3
County	Santa Barbara-	8.3	8.3
County	Santa Clara	10.8	10.8
County	Santa Cruz	16.8	10.8
County	Shasta	16.8	10.8
County	Sierra	16.8	10.8
County	Siskiyou	16.8	10.8
County	Solano-	15	10
County	Solano-San	16.8	10.8
County	Sonoma-North	16.8	10.8
County	Sonoma-San	10.8	10.8
County	Stanislaus	16.8	10.8
County	Sutter	16.8	10.8
County	Tehama	16.8	10.8
County	Trinity	16.8	10.8
County	Tulare	16.8	10.8
County	Tuolumne	16.8	10.8
County	Ventura	16.8	10.8
County	Yolo	15	10
County	Yuba	16.8	10.8
Statewide	Statewide	16.8	10.8

Worker Trip Length by Air Basin		
Air Basin	Rural (miles)	Urban (miles)
Great Basin Valleys	16.8	10.8
Lake County	16.8	10.8
Lake Tahoe	16.8	10.8
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Sacramento Valley	16.8	10.8
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San Francisco Bay Area	10.8	10.8
San Joaquin Valley	16.8	10.8
South Central Coast	16.8	10.8
South Coast	19.8	14.7
Average	16.47	11.17
Minimum	10.80	10.80
Maximum	19.80	14.70
Range	9.00	3.90

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Village South Specific Plan (Proposed)

Los Angeles-South Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	33
Climate Zone	9			Operational Year	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW hr)	702.44	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82
tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27

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tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

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2.1 Overall Construction**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1713	1.8242	1.1662	2.4000e-003	0.4169	0.0817	0.4986	0.1795	0.0754	0.2549	0.0000	213.1969	213.1969	0.0601	0.0000	214.6993
2022	0.6904	4.1142	6.1625	0.0189	1.3058	0.1201	1.4259	0.3460	0.1128	0.4588	0.0000	1,721.6826	1,721.6826	0.1294	0.0000	1,724.9187
2023	0.6148	3.3649	5.6747	0.0178	1.1963	0.0996	1.2959	0.3203	0.0935	0.4138	0.0000	1,627.5295	1,627.5295	0.1185	0.0000	1,630.4925
2024	4.1619	0.1335	0.2810	5.9000e-004	0.0325	6.4700e-003	0.0390	8.6300e-003	6.0400e-003	0.0147	0.0000	52.9078	52.9078	8.0200e-003	0.0000	53.1082
Maximum	4.1619	4.1142	6.1625	0.0189	1.3058	0.1201	1.4259	0.3460	0.1128	0.4588	0.0000	1,721.6826	1,721.6826	0.1294	0.0000	1,724.9187

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2.1 Overall Construction**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1713	1.8242	1.1662	2.4000e-003	0.4169	0.0817	0.4986	0.1795	0.0754	0.2549	0.0000	213.1967	213.1967	0.0601	0.0000	214.6991
2022	0.6904	4.1142	6.1625	0.0189	1.3058	0.1201	1.4259	0.3460	0.1128	0.4588	0.0000	1,721.6823	1,721.6823	0.1294	0.0000	1,724.9183
2023	0.6148	3.3648	5.6747	0.0178	1.1963	0.0996	1.2959	0.3203	0.0935	0.4138	0.0000	1,627.5291	1,627.5291	0.1185	0.0000	1,630.4921
2024	4.1619	0.1335	0.2810	5.9000e-004	0.0325	6.4700e-003	0.0390	8.6300e-003	6.0400e-003	0.0147	0.0000	52.9077	52.9077	8.0200e-003	0.0000	53.1082
Maximum	4.1619	4.1142	6.1625	0.0189	1.3058	0.1201	1.4259	0.3460	0.1128	0.4588	0.0000	1,721.6823	1,721.6823	0.1294	0.0000	1,724.9183

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	9-1-2021	11-30-2021	1.4103	1.4103
2	12-1-2021	2-28-2022	1.3613	1.3613
3	3-1-2022	5-31-2022	1.1985	1.1985
4	6-1-2022	8-31-2022	1.1921	1.1921
5	9-1-2022	11-30-2022	1.1918	1.1918
6	12-1-2022	2-28-2023	1.0774	1.0774
7	3-1-2023	5-31-2023	1.0320	1.0320
8	6-1-2023	8-31-2023	1.0260	1.0260

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9	9-1-2023	11-30-2023	1.0265	1.0265
10	12-1-2023	2-29-2024	2.8857	2.8857
11	3-1-2024	5-31-2024	1.6207	1.6207
		Highest	2.8857	2.8857

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	6.8692	9.5223	30.3407	0.0914	7.7979	0.2260	8.0240	2.0895	0.2219	2.3114	236.9712	12,294.1807	12,531.1519	15.7904	0.1260	12,963.4751

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2.2 Overall Operational**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	6.8692	9.5223	30.3407	0.0914	7.7979	0.2260	8.0240	2.0895	0.2219	2.3114	236.9712	12,294.1807	12,531.1519	15.7904	0.1260	12,963.4751

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

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Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

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Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

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Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0012	51.0012	0.0144	0.0000	51.3601
Total	0.0475	0.4716	0.3235	5.8000e-004	0.0496	0.0233	0.0729	7.5100e-003	0.0216	0.0291	0.0000	51.0012	51.0012	0.0144	0.0000	51.3601

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3.2 Demolition - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.7000e-004	7.5000e-004	8.5100e-003	2.0000e-005	2.4700e-003	2.0000e-005	2.4900e-003	6.5000e-004	2.0000e-005	6.7000e-004	0.0000	2.2251	2.2251	7.0000e-005	0.0000	2.2267
Total	2.9000e-003	0.0641	0.0233	2.0000e-004	6.4100e-003	2.1000e-004	6.6200e-003	1.7300e-003	2.0000e-004	1.9300e-003	0.0000	19.6816	19.6816	1.2800e-003	0.0000	19.7136

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0011	51.0011	0.0144	0.0000	51.3600
Total	0.0475	0.4716	0.3235	5.8000e-004	0.0496	0.0233	0.0729	7.5100e-003	0.0216	0.0291	0.0000	51.0011	51.0011	0.0144	0.0000	51.3600

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3.2 Demolition - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.7000e-004	7.5000e-004	8.5100e-003	2.0000e-005	2.4700e-003	2.0000e-005	2.4900e-003	6.5000e-004	2.0000e-005	6.7000e-004	0.0000	2.2251	2.2251	7.0000e-005	0.0000	2.2267
Total	2.9000e-003	0.0641	0.0233	2.0000e-004	6.4100e-003	2.1000e-004	6.6200e-003	1.7300e-003	2.0000e-004	1.9300e-003	0.0000	19.6816	19.6816	1.2800e-003	0.0000	19.7136

3.3 Site Preparation - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7061
Total	0.0389	0.4050	0.2115	3.8000e-004	0.1807	0.0204	0.2011	0.0993	0.0188	0.1181	0.0000	33.4357	33.4357	0.0108	0.0000	33.7061

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3.3 Site Preparation - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.7000e-004	6.0000e-004	6.8100e-003	2.0000e-005	1.9700e-003	2.0000e-005	1.9900e-003	5.2000e-004	1.0000e-005	5.4000e-004	0.0000	1.7801	1.7801	5.0000e-005	0.0000	1.7814
Total	7.7000e-004	6.0000e-004	6.8100e-003	2.0000e-005	1.9700e-003	2.0000e-005	1.9900e-003	5.2000e-004	1.0000e-005	5.4000e-004	0.0000	1.7801	1.7801	5.0000e-005	0.0000	1.7814

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7060
Total	0.0389	0.4050	0.2115	3.8000e-004	0.1807	0.0204	0.2011	0.0993	0.0188	0.1181	0.0000	33.4357	33.4357	0.0108	0.0000	33.7060

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3.3 Site Preparation - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.7000e-004	6.0000e-004	6.8100e-003	2.0000e-005	1.9700e-003	2.0000e-005	1.9900e-003	5.2000e-004	1.0000e-005	5.4000e-004	0.0000	1.7801	1.7801	5.0000e-005	0.0000	1.7814
Total	7.7000e-004	6.0000e-004	6.8100e-003	2.0000e-005	1.9700e-003	2.0000e-005	1.9900e-003	5.2000e-004	1.0000e-005	5.4000e-004	0.0000	1.7801	1.7801	5.0000e-005	0.0000	1.7814

3.4 Grading - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5405	103.5405	0.0335	0.0000	104.3776
Total	0.0796	0.8816	0.5867	1.1800e-003	0.1741	0.0377	0.2118	0.0693	0.0347	0.1040	0.0000	103.5405	103.5405	0.0335	0.0000	104.3776

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3.4 Grading - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6400e-003	1.2700e-003	0.0144	4.0000e-005	4.1600e-003	3.0000e-005	4.2000e-003	1.1100e-003	3.0000e-005	1.1400e-003	0.0000	3.7579	3.7579	1.1000e-004	0.0000	3.7607
Total	1.6400e-003	1.2700e-003	0.0144	4.0000e-005	4.1600e-003	3.0000e-005	4.2000e-003	1.1100e-003	3.0000e-005	1.1400e-003	0.0000	3.7579	3.7579	1.1000e-004	0.0000	3.7607

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5403	103.5403	0.0335	0.0000	104.3775
Total	0.0796	0.8816	0.5867	1.1800e-003	0.1741	0.0377	0.2118	0.0693	0.0347	0.1040	0.0000	103.5403	103.5403	0.0335	0.0000	104.3775

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3.4 Grading - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6400e-003	1.2700e-003	0.0144	4.0000e-005	4.1600e-003	3.0000e-005	4.2000e-003	1.1100e-003	3.0000e-005	1.1400e-003	0.0000	3.7579	3.7579	1.1000e-004	0.0000	3.7607
Total	1.6400e-003	1.2700e-003	0.0144	4.0000e-005	4.1600e-003	3.0000e-005	4.2000e-003	1.1100e-003	3.0000e-005	1.1400e-003	0.0000	3.7579	3.7579	1.1000e-004	0.0000	3.7607

3.4 Grading - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	0.0127	0.1360	0.1017	2.2000e-004	0.0807	5.7200e-003	0.0865	0.0180	5.2600e-003	0.0233	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414

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3.4 Grading - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	2.1000e-004	2.4400e-003	1.0000e-005	7.7000e-004	1.0000e-005	7.7000e-004	2.0000e-004	1.0000e-005	2.1000e-004	0.0000	0.6679	0.6679	2.0000e-005	0.0000	0.6684
Total	2.8000e-004	2.1000e-004	2.4400e-003	1.0000e-005	7.7000e-004	1.0000e-005	7.7000e-004	2.0000e-004	1.0000e-005	2.1000e-004	0.0000	0.6679	0.6679	2.0000e-005	0.0000	0.6684

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	0.0127	0.1360	0.1017	2.2000e-004	0.0807	5.7200e-003	0.0865	0.0180	5.2600e-003	0.0233	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414

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3.4 Grading - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	2.1000e-004	2.4400e-003	1.0000e-005	7.7000e-004	1.0000e-005	7.7000e-004	2.0000e-004	1.0000e-005	2.1000e-004	0.0000	0.6679	0.6679	2.0000e-005	0.0000	0.6684
Total	2.8000e-004	2.1000e-004	2.4400e-003	1.0000e-005	7.7000e-004	1.0000e-005	7.7000e-004	2.0000e-004	1.0000e-005	2.1000e-004	0.0000	0.6679	0.6679	2.0000e-005	0.0000	0.6684

3.5 Building Construction - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1324	293.1324	0.0702	0.0000	294.8881
Total	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1324	293.1324	0.0702	0.0000	294.8881

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3.5 Building Construction - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.4088	0.3066	3.5305	0.0107	1.1103	8.8700e-003	1.1192	0.2949	8.1700e-003	0.3031	0.0000	966.8117	966.8117	0.0266	0.0000	967.4773
Total	0.4616	2.0027	3.9885	0.0152	1.2243	0.0121	1.2363	0.3278	0.0112	0.3390	0.0000	1,408.7952	1,408.7952	0.0530	0.0000	1,410.1208

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1321	293.1321	0.0702	0.0000	294.8877
Total	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1321	293.1321	0.0702	0.0000	294.8877

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3.5 Building Construction - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.4088	0.3066	3.5305	0.0107	1.1103	8.8700e-003	1.1192	0.2949	8.1700e-003	0.3031	0.0000	966.8117	966.8117	0.0266	0.0000	967.4773
Total	0.4616	2.0027	3.9885	0.0152	1.2243	0.0121	1.2363	0.3278	0.0112	0.3390	0.0000	1,408.7952	1,408.7952	0.0530	0.0000	1,410.1208

3.5 Building Construction - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2789	286.2789	0.0681	0.0000	287.9814
Total	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2789	286.2789	0.0681	0.0000	287.9814

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3.5 Building Construction - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.3753	0.2708	3.1696	0.0101	1.0840	8.4100e-003	1.0924	0.2879	7.7400e-003	0.2957	0.0000	909.3439	909.3439	0.0234	0.0000	909.9291
Total	0.4135	1.5218	3.5707	0.0144	1.1953	9.8700e-003	1.2051	0.3200	9.1400e-003	0.3292	0.0000	1,327.3369	1,327.3369	0.0462	0.0000	1,328.4916

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2785	286.2785	0.0681	0.0000	287.9811
Total	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2785	286.2785	0.0681	0.0000	287.9811

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3.5 Building Construction - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.3753	0.2708	3.1696	0.0101	1.0840	8.4100e-003	1.0924	0.2879	7.7400e-003	0.2957	0.0000	909.3439	909.3439	0.0234	0.0000	909.9291
Total	0.4135	1.5218	3.5707	0.0144	1.1953	9.8700e-003	1.2051	0.3200	9.1400e-003	0.3292	0.0000	1,327.3369	1,327.3369	0.0462	0.0000	1,328.4916

3.6 Paving - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227

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3.6 Paving - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.7000e-004	2.7000e-004	3.1200e-003	1.0000e-005	1.0700e-003	1.0000e-005	1.0800e-003	2.8000e-004	1.0000e-005	2.9000e-004	0.0000	0.8963	0.8963	2.0000e-005	0.0000	0.8968
Total	3.7000e-004	2.7000e-004	3.1200e-003	1.0000e-005	1.0700e-003	1.0000e-005	1.0800e-003	2.8000e-004	1.0000e-005	2.9000e-004	0.0000	0.8963	0.8963	2.0000e-005	0.0000	0.8968

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227

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3.6 Paving - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.7000e-004	2.7000e-004	3.1200e-003	1.0000e-005	1.0700e-003	1.0000e-005	1.0800e-003	2.8000e-004	1.0000e-005	2.9000e-004	0.0000	0.8963	0.8963	2.0000e-005	0.0000	0.8968
Total	3.7000e-004	2.7000e-004	3.1200e-003	1.0000e-005	1.0700e-003	1.0000e-005	1.0800e-003	2.8000e-004	1.0000e-005	2.9000e-004	0.0000	0.8963	0.8963	2.0000e-005	0.0000	0.8968

3.6 Paving - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073

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3.6 Paving - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.9000e-004	4.1000e-004	4.9200e-003	2.0000e-005	1.8100e-003	1.0000e-005	1.8200e-003	4.8000e-004	1.0000e-005	4.9000e-004	0.0000	1.4697	1.4697	4.0000e-005	0.0000	1.4706
Total	5.9000e-004	4.1000e-004	4.9200e-003	2.0000e-005	1.8100e-003	1.0000e-005	1.8200e-003	4.8000e-004	1.0000e-005	4.9000e-004	0.0000	1.4697	1.4697	4.0000e-005	0.0000	1.4706

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073

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3.6 Paving - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.9000e-004	4.1000e-004	4.9200e-003	2.0000e-005	1.8100e-003	1.0000e-005	1.8200e-003	4.8000e-004	1.0000e-005	4.9000e-004	0.0000	1.4697	1.4697	4.0000e-005	0.0000	1.4706
Total	5.9000e-004	4.1000e-004	4.9200e-003	2.0000e-005	1.8100e-003	1.0000e-005	1.8200e-003	4.8000e-004	1.0000e-005	4.9000e-004	0.0000	1.4697	1.4697	4.0000e-005	0.0000	1.4706

3.7 Architectural Coating - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	4.1404	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745

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3.7 Architectural Coating - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0101	6.9900e-003	0.0835	2.8000e-004	0.0307	2.3000e-004	0.0309	8.1500e-003	2.2000e-004	8.3700e-003	0.0000	24.9407	24.9407	6.1000e-004	0.0000	24.9558
Total	0.0101	6.9900e-003	0.0835	2.8000e-004	0.0307	2.3000e-004	0.0309	8.1500e-003	2.2000e-004	8.3700e-003	0.0000	24.9407	24.9407	6.1000e-004	0.0000	24.9558

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	4.1404	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745

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3.7 Architectural Coating - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0101	6.9900e-003	0.0835	2.8000e-004	0.0307	2.3000e-004	0.0309	8.1500e-003	2.2000e-004	8.3700e-003	0.0000	24.9407	24.9407	6.1000e-004	0.0000	24.9558
Total	0.0101	6.9900e-003	0.0835	2.8000e-004	0.0307	2.3000e-004	0.0309	8.1500e-003	2.2000e-004	8.3700e-003	0.0000	24.9407	24.9407	6.1000e-004	0.0000	24.9558

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Unmitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

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Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
NaturalGas Mitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478
NaturalGas Unmitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478

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5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4268	1,383.4268	0.0265	0.0254	1,391.6478

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5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4268	1,383.4268	0.0265	0.0254	1,391.6478

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5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		2,512.6465	0.1037	0.0215	2,521.6356

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5.3 Energy by Land Use - Electricity**Mitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		2,512.6465	0.1037	0.0215	2,521.6356

6.0 Area Detail**6.1 Mitigation Measures Area**

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Unmitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	5.1437	0.2950	10.3804	1.6600e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835

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6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	5.1437	0.2950	10.3804	1.6600e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835

7.0 Water Detail**7.1 Mitigation Measures Water**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	585.8052	3.0183	0.0755	683.7567
Unmitigated	585.8052	3.0183	0.0755	683.7567

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		585.8052	3.0183	0.0755	683.7567

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

7.2 Water by Land Use**Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		585.8052	3.0183	0.0755	683.7567

8.0 Waste Detail**8.1 Mitigation Measures Waste**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	207.8079	12.2811	0.0000	514.8354
Unmitigated	207.8079	12.2811	0.0000	514.8354

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		207.8079	12.2811	0.0000	514.8354

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

8.2 Waste by Land Use**Mitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		207.8079	12.2811	0.0000	514.8354

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Village South Specific Plan (Proposed)

Los Angeles-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	33
Climate Zone	9			Operational Year	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW hr)	702.44	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82
tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2769	46.4588	31.6840	0.0643	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,234.797 4	6,234.797 4	1.9495	0.0000	6,283.535 2
2022	5.3304	38.8967	49.5629	0.1517	9.8688	1.6366	10.7727	3.6558	1.5057	5.1615	0.0000	15,251.56 74	15,251.56 74	1.9503	0.0000	15,278.52 88
2023	4.8957	26.3317	46.7567	0.1472	9.8688	0.7794	10.6482	2.6381	0.7322	3.3702	0.0000	14,807.52 69	14,807.52 69	1.0250	0.0000	14,833.15 21
2024	237.1630	9.5575	15.1043	0.0244	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,361.398 9	2,361.398 9	0.7177	0.0000	2,379.342 1
Maximum	237.1630	46.4588	49.5629	0.1517	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	15,251.56 74	15,251.56 74	1.9503	0.0000	15,278.52 88

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

2.1 Overall Construction (Maximum Daily Emission)**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2769	46.4588	31.6840	0.0643	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,234.797 4	6,234.797 4	1.9495	0.0000	6,283.535 2
2022	5.3304	38.8967	49.5629	0.1517	9.8688	1.6366	10.7727	3.6558	1.5057	5.1615	0.0000	15,251.56 74	15,251.56 74	1.9503	0.0000	15,278.52 88
2023	4.8957	26.3317	46.7567	0.1472	9.8688	0.7794	10.6482	2.6381	0.7322	3.3702	0.0000	14,807.52 69	14,807.52 69	1.0250	0.0000	14,833.15 20
2024	237.1630	9.5575	15.1043	0.0244	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,361.398 9	2,361.398 9	0.7177	0.0000	2,379.342 1
Maximum	237.1630	46.4588	49.5629	0.1517	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	15,251.56 74	15,251.56 74	1.9503	0.0000	15,278.52 88

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.59 50	18,148.59 50	0.4874	0.3300	18,259.11 92
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.60 34	50,306.60 34	2.1807		50,361.12 08
Total	41.1168	67.2262	207.5497	0.6278	45.9592	2.4626	48.4217	12.2950	2.4385	14.7336	0.0000	76,811.18 16	76,811.18 16	2.8282	0.4832	77,025.87 86

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.59 50	18,148.59 50	0.4874	0.3300	18,259.11 92
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.60 34	50,306.60 34	2.1807		50,361.12 08
Total	41.1168	67.2262	207.5497	0.6278	45.9592	2.4626	48.4217	12.2950	2.4385	14.7336	0.0000	76,811.18 16	76,811.18 16	2.8282	0.4832	77,025.87 86

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	3.1651	31.4407	21.5650	0.0388	3.3074	1.5513	4.8588	0.5008	1.4411	1.9419		3,747.9449	3,747.9449	1.0549		3,774.3174

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.2 Demolition - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.2413	1,292.2413	0.0877		1,294.4337
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0643	0.0442	0.6042	1.7100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		170.8155	170.8155	5.0300e-003		170.9413
Total	0.1916	4.1394	1.5644	0.0136	0.4346	0.0139	0.4485	0.1176	0.0133	0.1309		1,463.0568	1,463.0568	0.0927		1,465.3750

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.9449	3,747.9449	1.0549		3,774.3174
Total	3.1651	31.4407	21.5650	0.0388	3.3074	1.5513	4.8588	0.5008	1.4411	1.9419	0.0000	3,747.9449	3,747.9449	1.0549		3,774.3174

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.2 Demolition - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.2413	1,292.2413	0.0877		1,294.4337
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0643	0.0442	0.6042	1.7100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		170.8155	170.8155	5.0300e-003		170.9413
Total	0.1916	4.1394	1.5644	0.0136	0.4346	0.0139	0.4485	0.1176	0.0133	0.1309		1,463.0568	1,463.0568	0.0927		1,465.3750

3.3 Site Preparation - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.6569	3,685.6569	1.1920		3,715.4573
Total	3.8882	40.4971	21.1543	0.0380	18.0663	2.0445	20.1107	9.9307	1.8809	11.8116		3,685.6569	3,685.6569	1.1920		3,715.4573

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.3 Site Preparation - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0772	0.0530	0.7250	2.0600e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		204.9786	204.9786	6.0400e-003		205.1296
Total	0.0772	0.0530	0.7250	2.0600e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		204.9786	204.9786	6.0400e-003		205.1296

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	3.8882	40.4971	21.1543	0.0380	18.0663	2.0445	20.1107	9.9307	1.8809	11.8116	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.3 Site Preparation - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0772	0.0530	0.7250	2.0600e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		204.9786	204.9786	6.0400e-003		205.1296
Total	0.0772	0.0530	0.7250	2.0600e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		204.9786	204.9786	6.0400e-003		205.1296

3.4 Grading - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	4.1912	46.3998	30.8785	0.0620	8.6733	1.9853	10.6587	3.5965	1.8265	5.4230		6,007.0434	6,007.0434	1.9428		6,055.6134

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.4 Grading - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0857	0.0589	0.8056	2.2900e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		227.7540	227.7540	6.7100e-003		227.9217
Total	0.0857	0.0589	0.8056	2.2900e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		227.7540	227.7540	6.7100e-003		227.9217

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	4.1912	46.3998	30.8785	0.0620	8.6733	1.9853	10.6587	3.5965	1.8265	5.4230	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.4 Grading - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0857	0.0589	0.8056	2.2900e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		227.7540	227.7540	6.7100e-003		227.9217
Total	0.0857	0.0589	0.8056	2.2900e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		227.7540	227.7540	6.7100e-003		227.9217

3.4 Grading - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	3.6248	38.8435	29.0415	0.0621	8.6733	1.6349	10.3082	3.5965	1.5041	5.1006		6,011.4105	6,011.4105	1.9442		6,060.0158

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.4 Grading - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0803	0.0532	0.7432	2.2100e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		219.7425	219.7425	6.0600e-003		219.8941
Total	0.0803	0.0532	0.7432	2.2100e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		219.7425	219.7425	6.0600e-003		219.8941

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	3.6248	38.8435	29.0415	0.0621	8.6733	1.6349	10.3082	3.5965	1.5041	5.1006	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.4 Grading - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0803	0.0532	0.7432	2.2100e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		219.7425	219.7425	6.0600e-003		219.8941
Total	0.0803	0.0532	0.7432	2.2100e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		219.7425	219.7425	6.0600e-003		219.8941

3.5 Building Construction - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.5 Building Construction - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.548 2	3,896.548 2	0.2236		3,902.138 4
Worker	3.2162	2.1318	29.7654	0.0883	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,800.685 7	8,800.685 7	0.2429		8,806.758 2
Total	3.6242	15.3350	33.1995	0.1247	9.8688	0.0949	9.9637	2.6381	0.0883	2.7263		12,697.23 39	12,697.23 39	0.4665		12,708.89 66

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.333 6	2,554.333 6	0.6120		2,569.632 2
Total	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.333 6	2,554.333 6	0.6120		2,569.632 2

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.5 Building Construction - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.548 2	3,896.548 2	0.2236		3,902.138 4
Worker	3.2162	2.1318	29.7654	0.0883	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,800.685 7	8,800.685 7	0.2429		8,806.758 2
Total	3.6242	15.3350	33.1995	0.1247	9.8688	0.0949	9.9637	2.6381	0.0883	2.7263		12,697.23 39	12,697.23 39	0.4665		12,708.89 66

3.5 Building Construction - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.209 9	2,555.209 9	0.6079		2,570.406 1
Total	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.209 9	2,555.209 9	0.6079		2,570.406 1

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.5 Building Construction - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.876 2	3,773.876 2	0.1982		3,778.830 0
Worker	3.0203	1.9287	27.4113	0.0851	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		8,478.440 8	8,478.440 8	0.2190		8,483.916 0
Total	3.3229	11.9468	30.5127	0.1203	9.8688	0.0797	9.9485	2.6381	0.0738	2.7118		12,252.31 70	12,252.31 70	0.4172		12,262.74 60

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.209 9	2,555.209 9	0.6079		2,570.406 1
Total	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.209 9	2,555.209 9	0.6079		2,570.406 1

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.5 Building Construction - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.876 2	3,773.876 2	0.1982		3,778.830 0
Worker	3.0203	1.9287	27.4113	0.0851	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		8,478.440 8	8,478.440 8	0.2190		8,483.916 0
Total	3.3229	11.9468	30.5127	0.1203	9.8688	0.0797	9.9485	2.6381	0.0738	2.7118		12,252.31 70	12,252.31 70	0.4172		12,262.74 60

3.6 Paving - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.584 1	2,207.584 1	0.7140		2,225.433 6
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.584 1	2,207.584 1	0.7140		2,225.433 6

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.6 Paving - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0566	0.0361	0.5133	1.5900e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		158.7723	158.7723	4.1000e-003		158.8748
Total	0.0566	0.0361	0.5133	1.5900e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		158.7723	158.7723	4.1000e-003		158.8748

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.6 Paving - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0566	0.0361	0.5133	1.5900e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		158.7723	158.7723	4.1000e-003		158.8748
Total	0.0566	0.0361	0.5133	1.5900e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		158.7723	158.7723	4.1000e-003		158.8748

3.6 Paving - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.547 2	2,207.547 2	0.7140		2,225.396 3
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.547 2	2,207.547 2	0.7140		2,225.396 3

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.6 Paving - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0535	0.0329	0.4785	1.5400e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		153.8517	153.8517	3.7600e-003		153.9458
Total	0.0535	0.0329	0.4785	1.5400e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		153.8517	153.8517	3.7600e-003		153.9458

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.547 2	2,207.547 2	0.7140		2,225.396 3
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.547 2	2,207.547 2	0.7140		2,225.396 3

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.6 Paving - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0535	0.0329	0.4785	1.5400e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		153.8517	153.8517	3.7600e-003		153.9458
Total	0.0535	0.0329	0.4785	1.5400e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		153.8517	153.8517	3.7600e-003		153.9458

3.7 Architectural Coating - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	236.5923	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.7 Architectural Coating - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.5707	0.3513	5.1044	0.0165	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,641.085 2	1,641.085 2	0.0401		1,642.088 6
Total	0.5707	0.3513	5.1044	0.0165	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,641.085 2	1,641.085 2	0.0401		1,642.088 6

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	236.5923	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.7 Architectural Coating - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.5707	0.3513	5.1044	0.0165	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,641.085 2	1,641.085 2	0.0401		1,642.088 6
Total	0.5707	0.3513	5.1044	0.0165	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,641.085 2	1,641.085 2	0.0401		1,642.088 6

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.60 34	50,306.60 34	2.1807		50,361.12 08
Unmitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.60 34	50,306.60 34	2.1807		50,361.12 08

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4,075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2,817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		0.7660	6.7463	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		0.7660	6.7463	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

6.0 Area Detail**6.1 Mitigation Measures Area**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

7.0 Water Detail**7.1 Mitigation Measures Water****8.0 Waste Detail****8.1 Mitigation Measures Waste****9.0 Operational Offroad**

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Village South Specific Plan (Proposed)

Los Angeles-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	33
Climate Zone	9			Operational Year	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW hr)	702.44	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82
tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2865	46.4651	31.6150	0.0642	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,221.4937	6,221.4937	1.9491	0.0000	6,270.2214
2022	5.7218	38.9024	47.3319	0.1455	9.8688	1.6366	10.7736	3.6558	1.5057	5.1615	0.0000	14,630.3099	14,630.3099	1.9499	0.0000	14,657.2663
2023	5.2705	26.4914	44.5936	0.1413	9.8688	0.7800	10.6488	2.6381	0.7328	3.3708	0.0000	14,210.3424	14,210.3424	1.0230	0.0000	14,235.9160
2024	237.2328	9.5610	15.0611	0.0243	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,352.4178	2,352.4178	0.7175	0.0000	2,370.3550
Maximum	237.2328	46.4651	47.3319	0.1455	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	14,630.3099	14,630.3099	1.9499	0.0000	14,657.2663

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

2.1 Overall Construction (Maximum Daily Emission)**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2865	46.4651	31.6150	0.0642	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,221.4937	6,221.4937	1.9491	0.0000	6,270.2214
2022	5.7218	38.9024	47.3319	0.1455	9.8688	1.6366	10.7736	3.6558	1.5057	5.1615	0.0000	14,630.3099	14,630.3099	1.9499	0.0000	14,657.2663
2023	5.2705	26.4914	44.5936	0.1413	9.8688	0.7800	10.6488	2.6381	0.7328	3.3708	0.0000	14,210.3424	14,210.3424	1.0230	0.0000	14,235.9160
2024	237.2328	9.5610	15.0611	0.0243	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,352.4178	2,352.4178	0.7175	0.0000	2,370.3550
Maximum	237.2328	46.4651	47.3319	0.1455	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	14,630.3099	14,630.3099	1.9499	0.0000	14,657.2663

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.59 50	18,148.59 50	0.4874	0.3300	18,259.11 92
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.80 05	47,917.80 05	2.1953		47,972.68 39
Total	40.7912	67.7872	202.7424	0.6043	45.9592	2.4640	48.4231	12.2950	2.4399	14.7349	0.0000	74,422.37 87	74,422.37 87	2.8429	0.4832	74,637.44 17

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.59 50	18,148.59 50	0.4874	0.3300	18,259.11 92
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.80 05	47,917.80 05	2.1953		47,972.68 39
Total	40.7912	67.7872	202.7424	0.6043	45.9592	2.4640	48.4231	12.2950	2.4399	14.7349	0.0000	74,422.37 87	74,422.37 87	2.8429	0.4832	74,637.44 17

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	3.1651	31.4407	21.5650	0.0388	3.3074	1.5513	4.8588	0.5008	1.4411	1.9419		3,747.9449	3,747.9449	1.0549		3,774.3174

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.2 Demolition - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.855 5	1,269.855 5	0.0908		1,272.125 2
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0715	0.0489	0.5524	1.6100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		160.8377	160.8377	4.7300e-003		160.9560
Total	0.2019	4.1943	1.5706	0.0133	0.4346	0.0141	0.4487	0.1176	0.0135	0.1311		1,430.693 2	1,430.693 2	0.0955		1,433.081 2

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.944 9	3,747.944 9	1.0549		3,774.317 4
Total	3.1651	31.4407	21.5650	0.0388	3.3074	1.5513	4.8588	0.5008	1.4411	1.9419	0.0000	3,747.944 9	3,747.944 9	1.0549		3,774.317 4

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.2 Demolition - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.855 5	1,269.855 5	0.0908		1,272.125 2
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0715	0.0489	0.5524	1.6100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		160.8377	160.8377	4.7300e-003		160.9560
Total	0.2019	4.1943	1.5706	0.0133	0.4346	0.0141	0.4487	0.1176	0.0135	0.1311		1,430.693 2	1,430.693 2	0.0955		1,433.081 2

3.3 Site Preparation - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.656 9	3,685.656 9	1.1920		3,715.457 3
Total	3.8882	40.4971	21.1543	0.0380	18.0663	2.0445	20.1107	9.9307	1.8809	11.8116		3,685.656 9	3,685.656 9	1.1920		3,715.457 3

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.3 Site Preparation - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0858	0.0587	0.6629	1.9400e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		193.0052	193.0052	5.6800e-003		193.1472
Total	0.0858	0.0587	0.6629	1.9400e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		193.0052	193.0052	5.6800e-003		193.1472

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715,4573
Total	3.8882	40.4971	21.1543	0.0380	18.0663	2.0445	20.1107	9.9307	1.8809	11.8116	0.0000	3,685.6569	3,685.6569	1.1920		3,715,4573

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.3 Site Preparation - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0858	0.0587	0.6629	1.9400e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		193.0052	193.0052	5.6800e-003		193.1472
Total	0.0858	0.0587	0.6629	1.9400e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		193.0052	193.0052	5.6800e-003		193.1472

3.4 Grading - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	4.1912	46.3998	30.8785	0.0620	8.6733	1.9853	10.6587	3.5965	1.8265	5.4230		6,007.0434	6,007.0434	1.9428		6,055.6134

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.4 Grading - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0954	0.0652	0.7365	2.1500e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		214.4502	214.4502	6.3100e-003		214.6080
Total	0.0954	0.0652	0.7365	2.1500e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		214.4502	214.4502	6.3100e-003		214.6080

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	4.1912	46.3998	30.8785	0.0620	8.6733	1.9853	10.6587	3.5965	1.8265	5.4230	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.4 Grading - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0954	0.0652	0.7365	2.1500e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		214.4502	214.4502	6.3100e-003		214.6080
Total	0.0954	0.0652	0.7365	2.1500e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		214.4502	214.4502	6.3100e-003		214.6080

3.4 Grading - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	3.6248	38.8435	29.0415	0.0621	8.6733	1.6349	10.3082	3.5965	1.5041	5.1006		6,011.4105	6,011.4105	1.9442		6,060.0158

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.4 Grading - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0896	0.0589	0.6784	2.0800e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		206.9139	206.9139	5.7000e-003		207.0563
Total	0.0896	0.0589	0.6784	2.0800e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		206.9139	206.9139	5.7000e-003		207.0563

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	3.6248	38.8435	29.0415	0.0621	8.6733	1.6349	10.3082	3.5965	1.5041	5.1006	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.4 Grading - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0896	0.0589	0.6784	2.0800e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		206.9139	206.9139	5.7000e-003		207.0563
Total	0.0896	0.0589	0.6784	2.0800e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		206.9139	206.9139	5.7000e-003		207.0563

3.5 Building Construction - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.5 Building Construction - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.075 0	3,789.075 0	0.2381		3,795.028 3
Worker	3.5872	2.3593	27.1680	0.0832	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,286.901 3	8,286.901 3	0.2282		8,292.605 8
Total	4.0156	15.5266	30.9685	0.1186	9.8688	0.0957	9.9645	2.6381	0.0891	2.7271		12,075.97 63	12,075.97 63	0.4663		12,087.63 41

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.333 6	2,554.333 6	0.6120		2,569.632 2
Total	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.333 6	2,554.333 6	0.6120		2,569.632 2

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.5 Building Construction - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.0750	3,789.0750	0.2381		3,795.0283
Worker	3.5872	2.3593	27.1680	0.0832	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,286.9013	8,286.9013	0.2282		8,292.6058
Total	4.0156	15.5266	30.9685	0.1186	9.8688	0.0957	9.9645	2.6381	0.0891	2.7271		12,075.9763	12,075.9763	0.4663		12,087.6341

3.5 Building Construction - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.5 Building Construction - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	3.3795	2.1338	24.9725	0.0801	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		7,983.7318	7,983.7318	0.2055		7,988.8683
Total	3.6978	12.1065	28.3496	0.1144	9.8688	0.0803	9.9491	2.6381	0.0743	2.7124		11,655.1325	11,655.1325	0.4151		11,665.5099

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.5 Building Construction - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	3.3795	2.1338	24.9725	0.0801	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		7,983.7318	7,983.7318	0.2055		7,988.8683
Total	3.6978	12.1065	28.3496	0.1144	9.8688	0.0803	9.9491	2.6381	0.0743	2.7124		11,655.1325	11,655.1325	0.4151		11,665.5099

3.6 Paving - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.6 Paving - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0633	0.0400	0.4677	1.5000e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		149.5081	149.5081	3.8500e-003		149.6043
Total	0.0633	0.0400	0.4677	1.5000e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		149.5081	149.5081	3.8500e-003		149.6043

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.6 Paving - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0633	0.0400	0.4677	1.5000e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		149.5081	149.5081	3.8500e-003		149.6043
Total	0.0633	0.0400	0.4677	1.5000e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		149.5081	149.5081	3.8500e-003		149.6043

3.6 Paving - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.547 2	2,207.547 2	0.7140		2,225.396 3
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.547 2	2,207.547 2	0.7140		2,225.396 3

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.6 Paving - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0364	0.4354	1.4500e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		144.8706	144.8706	3.5300e-003		144.9587
Total	0.0601	0.0364	0.4354	1.4500e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		144.8706	144.8706	3.5300e-003		144.9587

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.547 2	2,207.547 2	0.7140		2,225.396 3
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.547 2	2,207.547 2	0.7140		2,225.396 3

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.6 Paving - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0364	0.4354	1.4500e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		144.8706	144.8706	3.5300e-003		144.9587
Total	0.0601	0.0364	0.4354	1.4500e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		144.8706	144.8706	3.5300e-003		144.9587

3.7 Architectural Coating - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	236.5923	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.7 Architectural Coating - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.6406	0.3886	4.6439	0.0155	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,545.286 0	1,545.286 0	0.0376		1,546.226 2
Total	0.6406	0.3886	4.6439	0.0155	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,545.286 0	1,545.286 0	0.0376		1,546.226 2

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	236.5923	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.7 Architectural Coating - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.6406	0.3886	4.6439	0.0155	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,545.286 0	1,545.286 0	0.0376		1,546.226 2
Total	0.6406	0.3886	4.6439	0.0155	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,545.286 0	1,545.286 0	0.0376		1,546.226 2

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Unmitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		0.7660	6.7463	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		0.7660	6.7463	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

6.0 Area Detail**6.1 Mitigation Measures Area**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

7.0 Water Detail**7.1 Mitigation Measures Water****8.0 Waste Detail****8.1 Mitigation Measures Waste****9.0 Operational Offroad**

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Village South Specific Plan (Proposed)

Los Angeles-South Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	33
Climate Zone	9			Operational Year	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW hr)	702.44	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Trips and VMT - Local hire provision

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27
tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

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2.1 Overall Construction**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1704	1.8234	1.1577	2.3800e-003	0.4141	0.0817	0.4958	0.1788	0.0754	0.2542	0.0000	210.7654	210.7654	0.0600	0.0000	212.2661
2022	0.5865	4.0240	5.1546	0.0155	0.9509	0.1175	1.0683	0.2518	0.1103	0.3621	0.0000	1,418.6554	1,418.6554	0.1215	0.0000	1,421.6925
2023	0.5190	3.2850	4.7678	0.0147	0.8497	0.0971	0.9468	0.2283	0.0912	0.3195	0.0000	1,342.4412	1,342.4412	0.1115	0.0000	1,345.2291
2024	4.1592	0.1313	0.2557	5.0000e-004	0.0221	6.3900e-003	0.0285	5.8700e-003	5.9700e-003	0.0118	0.0000	44.6355	44.6355	7.8300e-003	0.0000	44.8311
Maximum	4.1592	4.0240	5.1546	0.0155	0.9509	0.1175	1.0683	0.2518	0.1103	0.3621	0.0000	1,418.6554	1,418.6554	0.1215	0.0000	1,421.6925

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2.1 Overall Construction**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1704	1.8234	1.1577	2.3800e-003	0.4141	0.0817	0.4958	0.1788	0.0754	0.2542	0.0000	210.7651	210.7651	0.0600	0.0000	212.2658
2022	0.5865	4.0240	5.1546	0.0155	0.9509	0.1175	1.0683	0.2518	0.1103	0.3621	0.0000	1,418.6550	1,418.6550	0.1215	0.0000	1,421.6921
2023	0.5190	3.2850	4.7678	0.0147	0.8497	0.0971	0.9468	0.2283	0.0912	0.3195	0.0000	1,342.4409	1,342.4409	0.1115	0.0000	1,345.2287
2024	4.1592	0.1313	0.2557	5.0000e-004	0.0221	6.3900e-003	0.0285	5.8700e-003	5.9700e-003	0.0118	0.0000	44.6354	44.6354	7.8300e-003	0.0000	44.8311
Maximum	4.1592	4.0240	5.1546	0.0155	0.9509	0.1175	1.0683	0.2518	0.1103	0.3621	0.0000	1,418.6550	1,418.6550	0.1215	0.0000	1,421.6921

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	9-1-2021	11-30-2021	1.4091	1.4091
2	12-1-2021	2-28-2022	1.3329	1.3329
3	3-1-2022	5-31-2022	1.1499	1.1499
4	6-1-2022	8-31-2022	1.1457	1.1457
5	9-1-2022	11-30-2022	1.1415	1.1415
6	12-1-2022	2-28-2023	1.0278	1.0278
7	3-1-2023	5-31-2023	0.9868	0.9868
8	6-1-2023	8-31-2023	0.9831	0.9831

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9	9-1-2023	11-30-2023	0.9798	0.9798
10	12-1-2023	2-29-2024	2.8757	2.8757
11	3-1-2024	5-31-2024	1.6188	1.6188
		Highest	2.8757	2.8757

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	6.8692	9.5223	30.3407	0.0914	7.7979	0.2260	8.0240	2.0895	0.2219	2.3114	236.9712	12,294.1807	12,531.1519	15.7904	0.1260	12,963.4751

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2.2 Overall Operational**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	6.8692	9.5223	30.3407	0.0914	7.7979	0.2260	8.0240	2.0895	0.2219	2.3114	236.9712	12,294.1807	12,531.1519	15.7904	0.1260	12,963.4751

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

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Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

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Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

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Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0012	51.0012	0.0144	0.0000	51.3601
Total	0.0475	0.4716	0.3235	5.8000e-004	0.0496	0.0233	0.0729	7.5100e-003	0.0216	0.0291	0.0000	51.0012	51.0012	0.0144	0.0000	51.3601

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3.2 Demolition - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.2000e-004	5.3000e-004	6.0900e-003	2.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.5281	1.5281	5.0000e-005	0.0000	1.5293
Total	2.6500e-003	0.0639	0.0209	2.0000e-004	5.6200e-003	2.0000e-004	5.8200e-003	1.5300e-003	1.9000e-004	1.7200e-003	0.0000	18.9847	18.9847	1.2600e-003	0.0000	19.0161

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0011	51.0011	0.0144	0.0000	51.3600
Total	0.0475	0.4716	0.3235	5.8000e-004	0.0496	0.0233	0.0729	7.5100e-003	0.0216	0.0291	0.0000	51.0011	51.0011	0.0144	0.0000	51.3600

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3.2 Demolition - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.2000e-004	5.3000e-004	6.0900e-003	2.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.5281	1.5281	5.0000e-005	0.0000	1.5293
Total	2.6500e-003	0.0639	0.0209	2.0000e-004	5.6200e-003	2.0000e-004	5.8200e-003	1.5300e-003	1.9000e-004	1.7200e-003	0.0000	18.9847	18.9847	1.2600e-003	0.0000	19.0161

3.3 Site Preparation - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7061
Total	0.0389	0.4050	0.2115	3.8000e-004	0.1807	0.0204	0.2011	0.0993	0.0188	0.1181	0.0000	33.4357	33.4357	0.0108	0.0000	33.7061

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3.3 Site Preparation - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.8000e-004	4.3000e-004	4.8700e-003	1.0000e-005	1.3400e-003	1.0000e-005	1.3500e-003	3.6000e-004	1.0000e-005	3.7000e-004	0.0000	1.2225	1.2225	4.0000e-005	0.0000	1.2234
Total	5.8000e-004	4.3000e-004	4.8700e-003	1.0000e-005	1.3400e-003	1.0000e-005	1.3500e-003	3.6000e-004	1.0000e-005	3.7000e-004	0.0000	1.2225	1.2225	4.0000e-005	0.0000	1.2234

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7060
Total	0.0389	0.4050	0.2115	3.8000e-004	0.1807	0.0204	0.2011	0.0993	0.0188	0.1181	0.0000	33.4357	33.4357	0.0108	0.0000	33.7060

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3.3 Site Preparation - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.8000e-004	4.3000e-004	4.8700e-003	1.0000e-005	1.3400e-003	1.0000e-005	1.3500e-003	3.6000e-004	1.0000e-005	3.7000e-004	0.0000	1.2225	1.2225	4.0000e-005	0.0000	1.2234
Total	5.8000e-004	4.3000e-004	4.8700e-003	1.0000e-005	1.3400e-003	1.0000e-005	1.3500e-003	3.6000e-004	1.0000e-005	3.7000e-004	0.0000	1.2225	1.2225	4.0000e-005	0.0000	1.2234

3.4 Grading - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5405	103.5405	0.0335	0.0000	104.3776
Total	0.0796	0.8816	0.5867	1.1800e-003	0.1741	0.0377	0.2118	0.0693	0.0347	0.1040	0.0000	103.5405	103.5405	0.0335	0.0000	104.3776

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3.4 Grading - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.2200e-003	9.0000e-004	0.0103	3.0000e-005	2.8300e-003	2.0000e-005	2.8600e-003	7.5000e-004	2.0000e-005	7.8000e-004	0.0000	2.5808	2.5808	8.0000e-005	0.0000	2.5828
Total	1.2200e-003	9.0000e-004	0.0103	3.0000e-005	2.8300e-003	2.0000e-005	2.8600e-003	7.5000e-004	2.0000e-005	7.8000e-004	0.0000	2.5808	2.5808	8.0000e-005	0.0000	2.5828

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5403	103.5403	0.0335	0.0000	104.3775
Total	0.0796	0.8816	0.5867	1.1800e-003	0.1741	0.0377	0.2118	0.0693	0.0347	0.1040	0.0000	103.5403	103.5403	0.0335	0.0000	104.3775

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3.4 Grading - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.2200e-003	9.0000e-004	0.0103	3.0000e-005	2.8300e-003	2.0000e-005	2.8600e-003	7.5000e-004	2.0000e-005	7.8000e-004	0.0000	2.5808	2.5808	8.0000e-005	0.0000	2.5828
Total	1.2200e-003	9.0000e-004	0.0103	3.0000e-005	2.8300e-003	2.0000e-005	2.8600e-003	7.5000e-004	2.0000e-005	7.8000e-004	0.0000	2.5808	2.5808	8.0000e-005	0.0000	2.5828

3.4 Grading - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	0.0127	0.1360	0.1017	2.2000e-004	0.0807	5.7200e-003	0.0865	0.0180	5.2600e-003	0.0233	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414

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3.4 Grading - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.1000e-004	1.5000e-004	1.7400e-003	1.0000e-005	5.2000e-004	0.0000	5.3000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4587	0.4587	1.0000e-005	0.0000	0.4590
Total	2.1000e-004	1.5000e-004	1.7400e-003	1.0000e-005	5.2000e-004	0.0000	5.3000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4587	0.4587	1.0000e-005	0.0000	0.4590

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	0.0127	0.1360	0.1017	2.2000e-004	0.0807	5.7200e-003	0.0865	0.0180	5.2600e-003	0.0233	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414

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3.4 Grading - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.1000e-004	1.5000e-004	1.7400e-003	1.0000e-005	5.2000e-004	0.0000	5.3000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4587	0.4587	1.0000e-005	0.0000	0.4590
Total	2.1000e-004	1.5000e-004	1.7400e-003	1.0000e-005	5.2000e-004	0.0000	5.3000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4587	0.4587	1.0000e-005	0.0000	0.4590

3.5 Building Construction - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1324	293.1324	0.0702	0.0000	294.8881
Total	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1324	293.1324	0.0702	0.0000	294.8881

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3.5 Building Construction - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.3051	0.2164	2.5233	7.3500e-003	0.7557	6.2300e-003	0.7619	0.2007	5.7400e-003	0.2065	0.0000	663.9936	663.9936	0.0187	0.0000	664.4604
Total	0.3578	1.9125	2.9812	0.0119	0.8696	9.4100e-003	0.8790	0.2336	8.7800e-003	0.2424	0.0000	1,105.9771	1,105.9771	0.0451	0.0000	1,107.1039

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1321	293.1321	0.0702	0.0000	294.8877
Total	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1321	293.1321	0.0702	0.0000	294.8877

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3.5 Building Construction - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.3051	0.2164	2.5233	7.3500e-003	0.7557	6.2300e-003	0.7619	0.2007	5.7400e-003	0.2065	0.0000	663.9936	663.9936	0.0187	0.0000	664.4604
Total	0.3578	1.9125	2.9812	0.0119	0.8696	9.4100e-003	0.8790	0.2336	8.7800e-003	0.2424	0.0000	1,105.9771	1,105.9771	0.0451	0.0000	1,107.1039

3.5 Building Construction - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2789	286.2789	0.0681	0.0000	287.9814
Total	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2789	286.2789	0.0681	0.0000	287.9814

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3.5 Building Construction - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.2795	0.1910	2.2635	6.9100e-003	0.7377	5.9100e-003	0.7436	0.1960	5.4500e-003	0.2014	0.0000	624.5363	624.5363	0.0164	0.0000	624.9466
Total	0.3177	1.4420	2.6646	0.0112	0.8490	7.3700e-003	0.8564	0.2281	6.8500e-003	0.2349	0.0000	1,042.5294	1,042.5294	0.0392	0.0000	1,043.5090

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2785	286.2785	0.0681	0.0000	287.9811
Total	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2785	286.2785	0.0681	0.0000	287.9811

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3.5 Building Construction - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.2795	0.1910	2.2635	6.9100e-003	0.7377	5.9100e-003	0.7436	0.1960	5.4500e-003	0.2014	0.0000	624.5363	624.5363	0.0164	0.0000	624.9466
Total	0.3177	1.4420	2.6646	0.0112	0.8490	7.3700e-003	0.8564	0.2281	6.8500e-003	0.2349	0.0000	1,042.5294	1,042.5294	0.0392	0.0000	1,043.5090

3.6 Paving - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227

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3.6 Paving - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	1.9000e-004	2.2300e-003	1.0000e-005	7.3000e-004	1.0000e-005	7.3000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.6156	0.6156	2.0000e-005	0.0000	0.6160
Total	2.8000e-004	1.9000e-004	2.2300e-003	1.0000e-005	7.3000e-004	1.0000e-005	7.3000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.6156	0.6156	2.0000e-005	0.0000	0.6160

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227

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3.6 Paving - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	1.9000e-004	2.2300e-003	1.0000e-005	7.3000e-004	1.0000e-005	7.3000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.6156	0.6156	2.0000e-005	0.0000	0.6160
Total	2.8000e-004	1.9000e-004	2.2300e-003	1.0000e-005	7.3000e-004	1.0000e-005	7.3000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.6156	0.6156	2.0000e-005	0.0000	0.6160

3.6 Paving - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073

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3.6 Paving - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.4000e-004	2.9000e-004	3.5100e-003	1.0000e-005	1.2300e-003	1.0000e-005	1.2400e-003	3.3000e-004	1.0000e-005	3.4000e-004	0.0000	1.0094	1.0094	3.0000e-005	0.0000	1.0100
Total	4.4000e-004	2.9000e-004	3.5100e-003	1.0000e-005	1.2300e-003	1.0000e-005	1.2400e-003	3.3000e-004	1.0000e-005	3.4000e-004	0.0000	1.0094	1.0094	3.0000e-005	0.0000	1.0100

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073

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3.6 Paving - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.4000e-004	2.9000e-004	3.5100e-003	1.0000e-005	1.2300e-003	1.0000e-005	1.2400e-003	3.3000e-004	1.0000e-005	3.4000e-004	0.0000	1.0094	1.0094	3.0000e-005	0.0000	1.0100
Total	4.4000e-004	2.9000e-004	3.5100e-003	1.0000e-005	1.2300e-003	1.0000e-005	1.2400e-003	3.3000e-004	1.0000e-005	3.4000e-004	0.0000	1.0094	1.0094	3.0000e-005	0.0000	1.0100

3.7 Architectural Coating - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	4.1404	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745

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3.7 Architectural Coating - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.4800e-003	4.9300e-003	0.0596	1.9000e-004	0.0209	1.6000e-004	0.0211	5.5500e-003	1.5000e-004	5.7000e-003	0.0000	17.1287	17.1287	4.3000e-004	0.0000	17.1394
Total	7.4800e-003	4.9300e-003	0.0596	1.9000e-004	0.0209	1.6000e-004	0.0211	5.5500e-003	1.5000e-004	5.7000e-003	0.0000	17.1287	17.1287	4.3000e-004	0.0000	17.1394

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	4.1404	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745

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3.7 Architectural Coating - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.4800e-003	4.9300e-003	0.0596	1.9000e-004	0.0209	1.6000e-004	0.0211	5.5500e-003	1.5000e-004	5.7000e-003	0.0000	17.1287	17.1287	4.3000e-004	0.0000	17.1394
Total	7.4800e-003	4.9300e-003	0.0596	1.9000e-004	0.0209	1.6000e-004	0.0211	5.5500e-003	1.5000e-004	5.7000e-003	0.0000	17.1287	17.1287	4.3000e-004	0.0000	17.1394

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Unmitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

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Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
NaturalGas Mitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478
NaturalGas Unmitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478

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5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4268	1,383.4268	0.0265	0.0254	1,391.6478

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5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4268	1,383.4268	0.0265	0.0254	1,391.6478

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5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		2,512.6465	0.1037	0.0215	2,521.6356

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5.3 Energy by Land Use - Electricity**Mitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		2,512.6465	0.1037	0.0215	2,521.6356

6.0 Area Detail**6.1 Mitigation Measures Area**

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Unmitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	5.1437	0.2950	10.3804	1.6600e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835

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6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	5.1437	0.2950	10.3804	1.6600e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835

7.0 Water Detail**7.1 Mitigation Measures Water**

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	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	585.8052	3.0183	0.0755	683.7567
Unmitigated	585.8052	3.0183	0.0755	683.7567

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		585.8052	3.0183	0.0755	683.7567

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

7.2 Water by Land Use**Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		585.8052	3.0183	0.0755	683.7567

8.0 Waste Detail**8.1 Mitigation Measures Waste**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	207.8079	12.2811	0.0000	514.8354
Unmitigated	207.8079	12.2811	0.0000	514.8354

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		207.8079	12.2811	0.0000	514.8354

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

8.2 Waste by Land Use**Mitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		207.8079	12.2811	0.0000	514.8354

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Village South Specific Plan (Proposed)

Los Angeles-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	33
Climate Zone	9			Operational Year	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW hr)	702.44	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Trips and VMT - Local hire provision

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27
tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2561	46.4415	31.4494	0.0636	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,163.416 6	6,163.416 6	1.9475	0.0000	6,212.103 9
2022	4.5441	38.8811	40.8776	0.1240	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,493.44 03	12,493.44 03	1.9485	0.0000	12,518.57 07
2023	4.1534	25.7658	38.7457	0.1206	7.0088	0.7592	7.7679	1.8799	0.7136	2.5935	0.0000	12,150.48 90	12,150.48 90	0.9589	0.0000	12,174.46 15
2024	237.0219	9.5478	14.9642	0.0239	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,313.180 8	2,313.180 8	0.7166	0.0000	2,331.095 6
Maximum	237.0219	46.4415	40.8776	0.1240	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	12,493.44 03	12,493.44 03	1.9485	0.0000	12,518.57 07

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

2.1 Overall Construction (Maximum Daily Emission)**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2561	46.4415	31.4494	0.0636	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,163.4166	6,163.4166	1.9475	0.0000	6,212.1039
2022	4.5441	38.8811	40.8776	0.1240	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,493.4403	12,493.4403	1.9485	0.0000	12,518.5707
2023	4.1534	25.7658	38.7457	0.1206	7.0088	0.7592	7.7679	1.8799	0.7136	2.5935	0.0000	12,150.4890	12,150.4890	0.9589	0.0000	12,174.4615
2024	237.0219	9.5478	14.9642	0.0239	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,313.1808	2,313.1808	0.7166	0.0000	2,331.0955
Maximum	237.0219	46.4415	40.8776	0.1240	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	12,493.4403	12,493.4403	1.9485	0.0000	12,518.5707

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.59 50	18,148.59 50	0.4874	0.3300	18,259.11 92
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.60 34	50,306.60 34	2.1807		50,361.12 08
Total	41.1168	67.2262	207.5497	0.6278	45.9592	2.4626	48.4217	12.2950	2.4385	14.7336	0.0000	76,811.18 16	76,811.18 16	2.8282	0.4832	77,025.87 86

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.59 50	18,148.59 50	0.4874	0.3300	18,259.11 92
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.60 34	50,306.60 34	2.1807		50,361.12 08
Total	41.1168	67.2262	207.5497	0.6278	45.9592	2.4626	48.4217	12.2950	2.4385	14.7336	0.0000	76,811.18 16	76,811.18 16	2.8282	0.4832	77,025.87 86

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	3.1651	31.4407	21.5650	0.0388	3.3074	1.5513	4.8588	0.5008	1.4411	1.9419		3,747.9449	3,747.9449	1.0549		3,774.3174

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.2 Demolition - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.241 3	1,292.241 3	0.0877		1,294.433 7
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0487	0.0313	0.4282	1.1800e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		117.2799	117.2799	3.5200e-003		117.3678
Total	0.1760	4.1265	1.3884	0.0131	0.3810	0.0135	0.3946	0.1034	0.0129	0.1163		1,409.521 2	1,409.521 2	0.0912		1,411.801 5

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.944 9	3,747.944 9	1.0549		3,774.317 4
Total	3.1651	31.4407	21.5650	0.0388	3.3074	1.5513	4.8588	0.5008	1.4411	1.9419	0.0000	3,747.944 9	3,747.944 9	1.0549		3,774.317 4

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.2 Demolition - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.241 3	1,292.241 3	0.0877		1,294.433 7
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0487	0.0313	0.4282	1.1800e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		117.2799	117.2799	3.5200e-003		117.3678
Total	0.1760	4.1265	1.3884	0.0131	0.3810	0.0135	0.3946	0.1034	0.0129	0.1163		1,409.521 2	1,409.521 2	0.0912		1,411.801 5

3.3 Site Preparation - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.656 9	3,685.656 9	1.1920		3,715.457 3
Total	3.8882	40.4971	21.1543	0.0380	18.0663	2.0445	20.1107	9.9307	1.8809	11.8116		3,685.656 9	3,685.656 9	1.1920		3,715.457 3

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.3 Site Preparation - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0584	0.0375	0.5139	1.4100e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		140.7359	140.7359	4.2200e-003		140.8414
Total	0.0584	0.0375	0.5139	1.4100e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		140.7359	140.7359	4.2200e-003		140.8414

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	3.8882	40.4971	21.1543	0.0380	18.0663	2.0445	20.1107	9.9307	1.8809	11.8116	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.3 Site Preparation - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0584	0.0375	0.5139	1.4100e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		140.7359	140.7359	4.2200e-003		140.8414
Total	0.0584	0.0375	0.5139	1.4100e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		140.7359	140.7359	4.2200e-003		140.8414

3.4 Grading - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	4.1912	46.3998	30.8785	0.0620	8.6733	1.9853	10.6587	3.5965	1.8265	5.4230		6,007.0434	6,007.0434	1.9428		6,055.6134

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.4 Grading - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0649	0.0417	0.5710	1.5700e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		156.3732	156.3732	4.6900e-003		156.4904
Total	0.0649	0.0417	0.5710	1.5700e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		156.3732	156.3732	4.6900e-003		156.4904

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	4.1912	46.3998	30.8785	0.0620	8.6733	1.9853	10.6587	3.5965	1.8265	5.4230	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.4 Grading - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0649	0.0417	0.5710	1.5700e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		156.3732	156.3732	4.6900e-003		156.4904
Total	0.0649	0.0417	0.5710	1.5700e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		156.3732	156.3732	4.6900e-003		156.4904

3.4 Grading - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	3.6248	38.8435	29.0415	0.0621	8.6733	1.6349	10.3082	3.5965	1.5041	5.1006		6,011.4105	6,011.4105	1.9442		6,060.0158

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.4 Grading - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0607	0.0376	0.5263	1.5100e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		150.8754	150.8754	4.2400e-003		150.9813
Total	0.0607	0.0376	0.5263	1.5100e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		150.8754	150.8754	4.2400e-003		150.9813

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	3.6248	38.8435	29.0415	0.0621	8.6733	1.6349	10.3082	3.5965	1.5041	5.1006	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.4 Grading - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0607	0.0376	0.5263	1.5100e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		150.8754	150.8754	4.2400e-003		150.9813
Total	0.0607	0.0376	0.5263	1.5100e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		150.8754	150.8754	4.2400e-003		150.9813

3.5 Building Construction - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.5 Building Construction - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.548 2	3,896.548 2	0.2236		3,902.138 4
Worker	2.4299	1.5074	21.0801	0.0607	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		6,042.558 5	6,042.558 5	0.1697		6,046.800 0
Total	2.8378	14.7106	24.5142	0.0971	7.0087	0.0741	7.0828	1.8799	0.0691	1.9490		9,939.106 7	9,939.106 7	0.3933		9,948.938 4

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.333 6	2,554.333 6	0.6120		2,569.632 2
Total	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.333 6	2,554.333 6	0.6120		2,569.632 2

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.5 Building Construction - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.548 2	3,896.548 2	0.2236		3,902.138 4
Worker	2.4299	1.5074	21.0801	0.0607	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		6,042.558 5	6,042.558 5	0.1697		6,046.800 0
Total	2.8378	14.7106	24.5142	0.0971	7.0087	0.0741	7.0828	1.8799	0.0691	1.9490		9,939.106 7	9,939.106 7	0.3933		9,948.938 4

3.5 Building Construction - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.209 9	2,555.209 9	0.6079		2,570.406 1
Total	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.209 9	2,555.209 9	0.6079		2,570.406 1

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.5 Building Construction - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.876 2	3,773.876 2	0.1982		3,778.830 0
Worker	2.2780	1.3628	19.4002	0.0584	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,821.402 8	5,821.402 8	0.1529		5,825.225 4
Total	2.5807	11.3809	22.5017	0.0936	7.0088	0.0595	7.0682	1.8799	0.0552	1.9350		9,595.279 0	9,595.279 0	0.3511		9,604.055 4

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.209 9	2,555.209 9	0.6079		2,570.406 1
Total	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.209 9	2,555.209 9	0.6079		2,570.406 1

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.5 Building Construction - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.876 2	3,773.876 2	0.1982		3,778.830 0
Worker	2.2780	1.3628	19.4002	0.0584	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,821.402 8	5,821.402 8	0.1529		5,825.225 4
Total	2.5807	11.3809	22.5017	0.0936	7.0088	0.0595	7.0682	1.8799	0.0552	1.9350		9,595.279 0	9,595.279 0	0.3511		9,604.055 4

3.6 Paving - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.584 1	2,207.584 1	0.7140		2,225.433 6
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.584 1	2,207.584 1	0.7140		2,225.433 6

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.6 Paving - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0427	0.0255	0.3633	1.0900e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		109.0150	109.0150	2.8600e-003		109.0866
Total	0.0427	0.0255	0.3633	1.0900e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		109.0150	109.0150	2.8600e-003		109.0866

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.6 Paving - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0427	0.0255	0.3633	1.0900e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		109.0150	109.0150	2.8600e-003		109.0866
Total	0.0427	0.0255	0.3633	1.0900e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		109.0150	109.0150	2.8600e-003		109.0866

3.6 Paving - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.547 2	2,207.547 2	0.7140		2,225.396 3
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.547 2	2,207.547 2	0.7140		2,225.396 3

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.6 Paving - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0403	0.0233	0.3384	1.0600e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		105.6336	105.6336	2.6300e-003		105.6992
Total	0.0403	0.0233	0.3384	1.0600e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		105.6336	105.6336	2.6300e-003		105.6992

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.547 2	2,207.547 2	0.7140		2,225.396 3
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.547 2	2,207.547 2	0.7140		2,225.396 3

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.6 Paving - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0403	0.0233	0.3384	1.0600e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		105.6336	105.6336	2.6300e-003		105.6992
Total	0.0403	0.0233	0.3384	1.0600e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		105.6336	105.6336	2.6300e-003		105.6992

3.7 Architectural Coating - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	236.5923	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.7 Architectural Coating - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4296	0.2481	3.6098	0.0113	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,126.7583	1,126.7583	0.0280		1,127.4583
Total	0.4296	0.2481	3.6098	0.0113	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,126.7583	1,126.7583	0.0280		1,127.4583

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	236.5923	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

3.7 Architectural Coating - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4296	0.2481	3.6098	0.0113	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,126.7583	1,126.7583	0.0280		1,127.4583
Total	0.4296	0.2481	3.6098	0.0113	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,126.7583	1,126.7583	0.0280		1,127.4583

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.60 34	50,306.60 34	2.1807		50,361.12 08
Unmitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.60 34	50,306.60 34	2.1807		50,361.12 08

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4,075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2,817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		0.7660	6.7463	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		0.7660	6.7463	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

6.0 Area Detail**6.1 Mitigation Measures Area**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

7.0 Water Detail**7.1 Mitigation Measures Water****8.0 Waste Detail****8.1 Mitigation Measures Waste****9.0 Operational Offroad**

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Village South Specific Plan (Proposed)

Los Angeles-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	33
Climate Zone	9			Operational Year	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW hr)	702.44	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Trips and VMT - Local hire provision

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27
tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2621	46.4460	31.4068	0.0635	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,154.3377	6,154.3377	1.9472	0.0000	6,203.0186
2022	4.7966	38.8851	39.6338	0.1195	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,035.3440	12,035.3440	1.9482	0.0000	12,060.6013
2023	4.3939	25.8648	37.5031	0.1162	7.0088	0.7598	7.7685	1.8799	0.7142	2.5940	0.0000	11,710.4080	11,710.4080	0.9617	0.0000	11,734.4497
2024	237.0656	9.5503	14.9372	0.0238	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,307.0517	2,307.0517	0.7164	0.0000	2,324.9627
Maximum	237.0656	46.4460	39.6338	0.1195	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	12,035.3440	12,035.3440	1.9482	0.0000	12,060.6013

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

2.1 Overall Construction (Maximum Daily Emission)**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2621	46.4460	31.4068	0.0635	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,154.3377	6,154.3377	1.9472	0.0000	6,203.0186
2022	4.7966	38.8851	39.6338	0.1195	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,035.3440	12,035.3440	1.9482	0.0000	12,060.6013
2023	4.3939	25.8648	37.5031	0.1162	7.0088	0.7598	7.7685	1.8799	0.7142	2.5940	0.0000	11,710.4080	11,710.4080	0.9617	0.0000	11,734.4497
2024	237.0656	9.5503	14.9372	0.0238	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,307.0517	2,307.0517	0.7164	0.0000	2,324.9627
Maximum	237.0656	46.4460	39.6338	0.1195	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	12,035.3440	12,035.3440	1.9482	0.0000	12,060.6013

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.59 50	18,148.59 50	0.4874	0.3300	18,259.11 92
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.80 05	47,917.80 05	2.1953		47,972.68 39
Total	40.7912	67.7872	202.7424	0.6043	45.9592	2.4640	48.4231	12.2950	2.4399	14.7349	0.0000	74,422.37 87	74,422.37 87	2.8429	0.4832	74,637.44 17

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.59 50	18,148.59 50	0.4874	0.3300	18,259.11 92
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.80 05	47,917.80 05	2.1953		47,972.68 39
Total	40.7912	67.7872	202.7424	0.6043	45.9592	2.4640	48.4231	12.2950	2.4399	14.7349	0.0000	74,422.37 87	74,422.37 87	2.8429	0.4832	74,637.44 17

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	3.1651	31.4407	21.5650	0.0388	3.3074	1.5513	4.8588	0.5008	1.4411	1.9419		3,747.9449	3,747.9449	1.0549		3,774.3174

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.2 Demolition - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.855 5	1,269.855 5	0.0908		1,272.125 2
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0532	0.0346	0.3963	1.1100e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		110.4707	110.4707	3.3300e-003		110.5539
Total	0.1835	4.1800	1.4144	0.0128	0.3810	0.0137	0.3948	0.1034	0.0131	0.1165		1,380.326 2	1,380.326 2	0.0941		1,382.679 1

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.944 9	3,747.944 9	1.0549		3,774.317 4
Total	3.1651	31.4407	21.5650	0.0388	3.3074	1.5513	4.8588	0.5008	1.4411	1.9419	0.0000	3,747.944 9	3,747.944 9	1.0549		3,774.317 4

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.2 Demolition - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.855 5	1,269.855 5	0.0908		1,272.125 2
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0532	0.0346	0.3963	1.1100e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		110.4707	110.4707	3.3300e-003		110.5539
Total	0.1835	4.1800	1.4144	0.0128	0.3810	0.0137	0.3948	0.1034	0.0131	0.1165		1,380.326 2	1,380.326 2	0.0941		1,382.679 1

3.3 Site Preparation - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.656 9	3,685.656 9	1.1920		3,715.457 3
Total	3.8882	40.4971	21.1543	0.0380	18.0663	2.0445	20.1107	9.9307	1.8809	11.8116		3,685.656 9	3,685.656 9	1.1920		3,715.457 3

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.3 Site Preparation - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0638	0.0415	0.4755	1.3300e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		132.5649	132.5649	3.9900e-003		132.6646
Total	0.0638	0.0415	0.4755	1.3300e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		132.5649	132.5649	3.9900e-003		132.6646

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	3.8882	40.4971	21.1543	0.0380	18.0663	2.0445	20.1107	9.9307	1.8809	11.8116	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.3 Site Preparation - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0638	0.0415	0.4755	1.3300e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		132.5649	132.5649	3.9900e-003		132.6646
Total	0.0638	0.0415	0.4755	1.3300e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		132.5649	132.5649	3.9900e-003		132.6646

3.4 Grading - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	4.1912	46.3998	30.8785	0.0620	8.6733	1.9853	10.6587	3.5965	1.8265	5.4230		6,007.0434	6,007.0434	1.9428		6,055.6134

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.4 Grading - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0709	0.0462	0.5284	1.4800e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		147.2943	147.2943	4.4300e-003		147.4051
Total	0.0709	0.0462	0.5284	1.4800e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		147.2943	147.2943	4.4300e-003		147.4051

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	4.1912	46.3998	30.8785	0.0620	8.6733	1.9853	10.6587	3.5965	1.8265	5.4230	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134

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3.4 Grading - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0709	0.0462	0.5284	1.4800e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		147.2943	147.2943	4.4300e-003		147.4051
Total	0.0709	0.0462	0.5284	1.4800e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		147.2943	147.2943	4.4300e-003		147.4051

3.4 Grading - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	3.6248	38.8435	29.0415	0.0621	8.6733	1.6349	10.3082	3.5965	1.5041	5.1006		6,011.4105	6,011.4105	1.9442		6,060.0158

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.4 Grading - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0665	0.0416	0.4861	1.4300e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		142.1207	142.1207	4.0000e-003		142.2207
Total	0.0665	0.0416	0.4861	1.4300e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		142.1207	142.1207	4.0000e-003		142.2207

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	3.6248	38.8435	29.0415	0.0621	8.6733	1.6349	10.3082	3.5965	1.5041	5.1006	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.4 Grading - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0665	0.0416	0.4861	1.4300e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		142.1207	142.1207	4.0000e-003		142.2207
Total	0.0665	0.0416	0.4861	1.4300e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		142.1207	142.1207	4.0000e-003		142.2207

3.5 Building Construction - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.5 Building Construction - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.075 0	3,789.075 0	0.2381		3,795.028 3
Worker	2.6620	1.6677	19.4699	0.0571	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		5,691.935 4	5,691.935 4	0.1602		5,695.940 8
Total	3.0904	14.8350	23.2704	0.0926	7.0087	0.0749	7.0836	1.8799	0.0699	1.9498		9,481.010 4	9,481.010 4	0.3984		9,490.969 1

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.333 6	2,554.333 6	0.6120		2,569.632 2
Total	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.333 6	2,554.333 6	0.6120		2,569.632 2

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.5 Building Construction - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.075 0	3,789.075 0	0.2381		3,795.028 3
Worker	2.6620	1.6677	19.4699	0.0571	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		5,691.935 4	5,691.935 4	0.1602		5,695.940 8
Total	3.0904	14.8350	23.2704	0.0926	7.0087	0.0749	7.0836	1.8799	0.0699	1.9498		9,481.010 4	9,481.010 4	0.3984		9,490.969 1

3.5 Building Construction - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.209 9	2,555.209 9	0.6079		2,570.406 1
Total	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.209 9	2,555.209 9	0.6079		2,570.406 1

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.5 Building Construction - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	2.5029	1.5073	17.8820	0.0550	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,483.7974	5,483.7974	0.1442		5,487.4020
Total	2.8211	11.4799	21.2591	0.0893	7.0088	0.0601	7.0688	1.8799	0.0557	1.9356		9,155.1981	9,155.1981	0.3538		9,164.0437

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.5 Building Construction - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	2.5029	1.5073	17.8820	0.0550	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,483.7974	5,483.7974	0.1442		5,487.4020
Total	2.8211	11.4799	21.2591	0.0893	7.0088	0.0601	7.0688	1.8799	0.0557	1.9356		9,155.1981	9,155.1981	0.3538		9,164.0437

3.6 Paving - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.6 Paving - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0469	0.0282	0.3349	1.0300e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		102.6928	102.6928	2.7000e-003		102.7603
Total	0.0469	0.0282	0.3349	1.0300e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		102.6928	102.6928	2.7000e-003		102.7603

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.6 Paving - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0469	0.0282	0.3349	1.0300e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		102.6928	102.6928	2.7000e-003		102.7603
Total	0.0469	0.0282	0.3349	1.0300e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		102.6928	102.6928	2.7000e-003		102.7603

3.6 Paving - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.547 2	2,207.547 2	0.7140		2,225.396 3
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.547 2	2,207.547 2	0.7140		2,225.396 3

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.6 Paving - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0444	0.0257	0.3114	1.0000e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		99.5045	99.5045	2.4700e-003		99.5663
Total	0.0444	0.0257	0.3114	1.0000e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		99.5045	99.5045	2.4700e-003		99.5663

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.547 2	2,207.547 2	0.7140		2,225.396 3
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.547 2	2,207.547 2	0.7140		2,225.396 3

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.6 Paving - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0444	0.0257	0.3114	1.0000e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		99.5045	99.5045	2.4700e-003		99.5663
Total	0.0444	0.0257	0.3114	1.0000e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		99.5045	99.5045	2.4700e-003		99.5663

3.7 Architectural Coating - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	236.5923	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.7 Architectural Coating - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4734	0.2743	3.3220	0.0107	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,061.3818	1,061.3818	0.0264		1,062.0410
Total	0.4734	0.2743	3.3220	0.0107	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,061.3818	1,061.3818	0.0264		1,062.0410

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	236.5923	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

3.7 Architectural Coating - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4734	0.2743	3.3220	0.0107	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,061.3818	1,061.3818	0.0264		1,062.0410
Total	0.4734	0.2743	3.3220	0.0107	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,061.3818	1,061.3818	0.0264		1,062.0410

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Unmitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.983 2	8,355.983 2	0.1602	0.1532	8,405.638 7

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		0.7660	6.7463	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		0.7660	6.7463	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

6.0 Area Detail**6.1 Mitigation Measures Area**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

7.0 Water Detail**7.1 Mitigation Measures Water****8.0 Waste Detail****8.1 Mitigation Measures Waste****9.0 Operational Offroad**

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Attachment C

Local Hire Provision Net Change	
Without Local Hire Provision	
Total Construction GHG Emissions (MT CO2e)	3,623
Amortized (MT CO2e/year)	120.77
With Local Hire Provision	
Total Construction GHG Emissions (MT CO2e)	3,024
Amortized (MT CO2e/year)	100.80
% Decrease in Construction-related GHG Emissions	17%

EXHIBIT B



Paul Rosenfeld, Ph.D.

Principal Environmental Chemist

Chemical Fate and Transport & Air Dispersion Modeling

Risk Assessment & Remediation Specialist

Education

Ph.D. Soil Chemistry, University of Washington, 1999. Dissertation on volatile organic compound filtration.

M.S. Environmental Science, U.C. Berkeley, 1995. Thesis on organic waste economics.

B.A. Environmental Studies, U.C. Santa Barbara, 1991. Thesis on wastewater treatment.

Professional Experience

Dr. Rosenfeld has over 25 years' experience conducting environmental investigations and risk assessments for evaluating impacts to human health, property, and ecological receptors. His expertise focuses on the fate and transport of environmental contaminants, human health risk, exposure assessment, and ecological restoration. Dr. Rosenfeld has evaluated and modeled emissions from unconventional oil drilling operations, oil spills, landfills, boilers and incinerators, process stacks, storage tanks, confined animal feeding operations, and many other industrial and agricultural sources. His project experience ranges from monitoring and modeling of pollution sources to evaluating impacts of pollution on workers at industrial facilities and residents in surrounding communities.

Dr. Rosenfeld has investigated and designed remediation programs and risk assessments for contaminated sites containing lead, heavy metals, mold, bacteria, particulate matter, petroleum hydrocarbons, chlorinated solvents, pesticides, radioactive waste, dioxins and furans, semi- and volatile organic compounds, PCBs, PAHs, perchlorate, asbestos, per- and poly-fluoroalkyl substances (PFOA/PFOS), unusual polymers, fuel oxygenates (MTBE), among other pollutants. Dr. Rosenfeld also has experience evaluating greenhouse gas emissions from various projects and is an expert on the assessment of odors from industrial and agricultural sites, as well as the evaluation of odor nuisance impacts and technologies for abatement of odorous emissions. As a principal scientist at SWAPE, Dr. Rosenfeld directs air dispersion modeling and exposure assessments. He has served as an expert witness and testified about pollution sources causing nuisance and/or personal injury at dozens of sites and has testified as an expert witness on more than ten cases involving exposure to air contaminants from industrial sources.

Professional History:

Soil Water Air Protection Enterprise (SWAPE); 2003 to present; Principal and Founding Partner
UCLA School of Public Health; 2007 to 2011; Lecturer (Assistant Researcher)
UCLA School of Public Health; 2003 to 2006; Adjunct Professor
UCLA Environmental Science and Engineering Program; 2002-2004; Doctoral Intern Coordinator
UCLA Institute of the Environment, 2001-2002; Research Associate
Komex H₂O Science, 2001 to 2003; Senior Remediation Scientist
National Groundwater Association, 2002-2004; Lecturer
San Diego State University, 1999-2001; Adjunct Professor
Anteon Corp., San Diego, 2000-2001; Remediation Project Manager
Ogden (now Amec), San Diego, 2000-2000; Remediation Project Manager
Bechtel, San Diego, California, 1999 – 2000; Risk Assessor
King County, Seattle, 1996 – 1999; Scientist
James River Corp., Washington, 1995-96; Scientist
Big Creek Lumber, Davenport, California, 1995; Scientist
Plumas Corp., California and USFS, Tahoe 1993-1995; Scientist
Peace Corps and World Wildlife Fund, St. Kitts, West Indies, 1991-1993; Scientist

Publications:

Remy, L.L., Clay T., Byers, V., **Rosenfeld P. E.** (2019) Hospital, Health, and Community Burden After Oil Refinery Fires, Richmond, California 2007 and 2012. *Environmental Health*. 18:48

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Sullivan, P. J. Clark, J.J.J., Agardy, F. J., **Rosenfeld, P.E.** (2007). *Toxic Legacy, Synthetic Toxins in the Food, Water, and Air in American Cities*. Boston Massachusetts: Elsevier Publishing

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash. *Water Science and Technology*. 49(9),171-178.

Rosenfeld P. E., J.J. Clark, I.H. (Mel) Suffet (2004). The Value of An Odor-Quality-Wheel Classification Scheme For The Urban Environment. *Water Environment Federation's Technical Exhibition and Conference (WEFTEC) 2004*. New Orleans, October 2-6, 2004.

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Rosenfeld, P.E., Grey, M and Suffet, M. (2002). Compost Demonstration Project, Sacramento California Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Integrated Waste Management Board Public Affairs Office*, Publications Clearinghouse (MS-6), Sacramento, CA Publication #442-02-008.

Rosenfeld, P.E., and C.L. Henry. (2001). Characterization of odor emissions from three different biosolids. *Water Soil and Air Pollution*. 127(1-4), 173-191.

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Chollack, T. and **P. Rosenfeld**. (1998). Compost Amendment Handbook For Landscaping. Prepared for and distributed by the City of Redmond, Washington State.

Rosenfeld, P. E. (1992). The Mount Liamuiga Crater Trail. *Heritage Magazine of St. Kitts*, 3(2).

Rosenfeld, P. E. (1993). High School Biogas Project to Prevent Deforestation On St. Kitts. *Biomass Users Network*, 7(1).

Rosenfeld, P. E. (1998). Characterization, Quantification, and Control of Odor Emissions From Biosolids Application To Forest Soil. Doctoral Thesis. University of Washington College of Forest Resources.

Rosenfeld, P. E. (1994). Potential Utilization of Small Diameter Trees on Sierra County Public Land. Masters thesis reprinted by the Sierra County Economic Council. Sierra County, California.

Rosenfeld, P. E. (1991). How to Build a Small Rural Anaerobic Digester & Uses Of Biogas In The First And Third World. Bachelors Thesis. University of California.

Presentations:

Rosenfeld, P.E., Sutherland, A; Hesse, R.; Zapata, A. (October 3-6, 2013). Air dispersion modeling of volatile organic emissions from multiple natural gas wells in Decatur, TX. *44th Western Regional Meeting, American Chemical Society*. Lecture conducted from Santa Clara, CA.

Sok, H.L.; Waller, C.C.; Feng, L.; Gonzalez, J.; Sutherland, A.J.; Wisdom-Stack, T.; Sahai, R.K.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Atrazine: A Persistent Pesticide in Urban Drinking Water. *Urban Environmental Pollution*. Lecture conducted from Boston, MA.

Feng, L.; Gonzalez, J.; Sok, H.L.; Sutherland, A.J.; Waller, C.C.; Wisdom-Stack, T.; Sahai, R.K.; La, M.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Bringing Environmental Justice to East St. Louis, Illinois. *Urban Environmental Pollution*. Lecture conducted from Boston, MA.

Rosenfeld, P.E. (April 19-23, 2009). Perfluorooctanoic Acid (PFOA) and Perfluorooctane Sulfonate (PFOS) Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*, Lecture conducted from Tuscon, AZ.

Rosenfeld, P.E. (April 19-23, 2009). Cost to Filter Atrazine Contamination from Drinking Water in the United States” Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*. Lecture conducted from Tuscon, AZ.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P.** (20-22 July, 2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. Brebbia, C.A. and Popov, V., eds., *Air Pollution XVII: Proceedings of the Seventeenth International Conference on Modeling, Monitoring and Management of Air Pollution*. Lecture conducted from Tallinn, Estonia.

Rosenfeld, P. E. (October 15-18, 2007). Moss Point Community Exposure To Contaminants From A Releasing Facility. *The 23rd Annual International Conferences on Soils Sediment and Water*. Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). The Repeated Trespass of Tritium-Contaminated Water Into A Surrounding Community Form Repeated Waste Spills From A Nuclear Power Plant. *The 23rd Annual International Conferences on Soils Sediment and Water*. Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). Somerville Community Exposure To Contaminants From Wood Treatment Facility Emissions. The 23rd Annual International Conferences on Soils Sediment and Water. Lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld P. E. (March 2007). Production, Chemical Properties, Toxicology, & Treatment Case Studies of 1,2,3-Trichloropropane (TCP). *The Association for Environmental Health and Sciences (AEHS) Annual Meeting*. Lecture conducted from San Diego, CA.

Rosenfeld P. E. (March 2007). Blood and Attic Sampling for Dioxin/Furan, PAH, and Metal Exposure in Florala, Alabama. *The AEHS Annual Meeting*. Lecture conducted from San Diego, CA.

Hensley A.R., Scott, A., **Rosenfeld P.E.**, Clark, J.J.J. (August 21 – 25, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *The 26th International Symposium on Halogenated Persistent Organic Pollutants – DIOXIN2006*. Lecture conducted from Radisson SAS Scandinavia Hotel in Oslo Norway.

Hensley A.R., Scott, A., **Rosenfeld P.E.**, Clark, J.J.J. (November 4-8, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *APHA 134 Annual Meeting & Exposition*. Lecture conducted from Boston Massachusetts.

Paul Rosenfeld Ph.D. (October 24-25, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. Mealey's C8/PFOA. *Science, Risk & Litigation Conference*. Lecture conducted from The Rittenhouse Hotel, Philadelphia, PA.

Paul Rosenfeld Ph.D. (September 19, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, *Toxicology and Remediation PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel, Irvine California.

Paul Rosenfeld Ph.D. (September 19, 2005). Fate, Transport, Toxicity, And Persistence of 1,2,3-TCP. *PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel in Irvine, California.

Paul Rosenfeld Ph.D. (September 26-27, 2005). Fate, Transport and Persistence of PDBEs. *Mealey's Groundwater Conference*. Lecture conducted from Ritz Carlton Hotel, Marina Del Ray, California.

Paul Rosenfeld Ph.D. (June 7-8, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. *International Society of Environmental Forensics: Focus On Emerging Contaminants*. Lecture conducted from Sheraton Oceanfront Hotel, Virginia Beach, Virginia.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Fate Transport, Persistence and Toxicology of PFOA and Related Perfluorochemicals. *2005 National Groundwater Association Ground Water And Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, Toxicology and Remediation. *2005 National Groundwater Association Ground Water and Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. and Rob Hesse R.G. (May 5-6, 2004). Tert-butyl Alcohol Liability and Toxicology, A National Problem and Unquantified Liability. *National Groundwater Association. Environmental Law Conference*. Lecture conducted from Congress Plaza Hotel, Chicago Illinois.

Paul Rosenfeld, Ph.D. (March 2004). Perchlorate Toxicology. *Meeting of the American Groundwater Trust*. Lecture conducted from Phoenix Arizona.

Hagemann, M.F., **Paul Rosenfeld, Ph.D.** and Rob Hesse (2004). Perchlorate Contamination of the Colorado River. *Meeting of tribal representatives*. Lecture conducted from Parker, AZ.

Paul Rosenfeld, Ph.D. (April 7, 2004). A National Damage Assessment Model For PCE and Dry Cleaners. *Drycleaner Symposium. California Ground Water Association*. Lecture conducted from Radison Hotel, Sacramento, California.

Rosenfeld, P. E., Grey, M., (June 2003) Two stage biofilter for biosolids composting odor control. *Seventh International In Situ And On Site Bioremediation Symposium Battelle Conference* Orlando, FL.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. (February 20-21, 2003) Understanding Historical Use, Chemical Properties, Toxicity and Regulatory Guidance of 1,4 Dioxane. *National Groundwater Association. Southwest Focus Conference. Water Supply and Emerging Contaminants..* Lecture conducted from Hyatt Regency Phoenix Arizona.

Paul Rosenfeld, Ph.D. (February 6-7, 2003). Underground Storage Tank Litigation and Remediation. *California CUPA Forum*. Lecture conducted from Marriott Hotel, Anaheim California.

Paul Rosenfeld, Ph.D. (October 23, 2002) Underground Storage Tank Litigation and Remediation. *EPA Underground Storage Tank Roundtable*. Lecture conducted from Sacramento California.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Understanding Odor from Compost, *Wastewater and Industrial Processes. Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Using High Carbon Wood Ash to Control Compost Odor. *Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Grey, M. A. (September 22-24, 2002). Biocycle Composting For Coastal Sage Restoration. *Northwest Biosolids Management Association*. Lecture conducted from Vancouver Washington..

Rosenfeld, P.E. and Grey, M. A. (November 11-14, 2002). Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Soil Science Society Annual Conference*. Lecture conducted from Indianapolis, Maryland.

Rosenfeld. P.E. (September 16, 2000). Two stage biofilter for biosolids composting odor control. *Water Environment Federation*. Lecture conducted from Anaheim California.

Rosenfeld. P.E. (October 16, 2000). Wood ash and biofilter control of compost odor. *Biofest*. Lecture conducted from Ocean Shores, California.

Rosenfeld, P.E. (2000). Bioremediation Using Organic Soil Amendments. *California Resource Recovery Association*. Lecture conducted from Sacramento California.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. *Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings*. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., and C.L. Henry. (1999). An evaluation of ash incorporation with biosolids for odor reduction. *Soil Science Society of America*. Lecture conducted from Salt Lake City Utah.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Comparison of Microbial Activity and Odor Emissions from Three Different Biosolids Applied to Forest Soil. *Brown and Caldwell*. Lecture conducted from Seattle Washington.

Rosenfeld, P.E., C.L. Henry. (1998). Characterization, Quantification, and Control of Odor Emissions from Biosolids Application To Forest Soil. *Biofest*. Lecture conducted from Lake Chelan, Washington.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., C.L. Henry, R. B. Harrison, and R. Dills. (1997). Comparison of Odor Emissions From Three Different Biosolids Applied to Forest Soil. *Soil Science Society of America*. Lecture conducted from Anaheim California.

Teaching Experience:

UCLA Department of Environmental Health (Summer 2003 through 20010) Taught Environmental Health Science 100 to students, including undergrad, medical doctors, public health professionals and nurses. Course focused on the health effects of environmental contaminants.

National Ground Water Association, Successful Remediation Technologies. Custom Course in Sante Fe, New Mexico. May 21, 2002. Focused on fate and transport of fuel contaminants associated with underground storage tanks.

National Ground Water Association; Successful Remediation Technologies Course in Chicago Illinois. April 1, 2002. Focused on fate and transport of contaminants associated with Superfund and RCRA sites.

California Integrated Waste Management Board, April and May, 2001. Alternative Landfill Caps Seminar in San Diego, Ventura, and San Francisco. Focused on both prescriptive and innovative landfill cover design.

UCLA Department of Environmental Engineering, February 5, 2002. Seminar on Successful Remediation Technologies focusing on Groundwater Remediation.

University Of Washington, Soil Science Program, Teaching Assistant for several courses including: Soil Chemistry, Organic Soil Amendments, and Soil Stability.

U.C. Berkeley, Environmental Science Program Teaching Assistant for Environmental Science 10.

Academic Grants Awarded:

California Integrated Waste Management Board. \$41,000 grant awarded to UCLA Institute of the Environment. Goal: To investigate effect of high carbon wood ash on volatile organic emissions from compost. 2001.

Synagro Technologies, Corona California: \$10,000 grant awarded to San Diego State University. Goal: investigate effect of biosolids for restoration and remediation of degraded coastal sage soils. 2000.

King County, Department of Research and Technology, Washington State. \$100,000 grant awarded to University of Washington: Goal: To investigate odor emissions from biosolids application and the effect of polymers and ash on VOC emissions. 1998.

Northwest Biosolids Management Association, Washington State. \$20,000 grant awarded to investigate effect of polymers and ash on VOC emissions from biosolids. 1997.

James River Corporation, Oregon: \$10,000 grant was awarded to investigate the success of genetically engineered Poplar trees with resistance to round-up. 1996.

United State Forest Service, Tahoe National Forest: \$15,000 grant was awarded to investigating fire ecology of the Tahoe National Forest. 1995.

Kellogg Foundation, Washington D.C. \$500 grant was awarded to construct a large anaerobic digester on St. Kitts in West Indies. 1993

Deposition and/or Trial Testimony:

In the United States District Court For The District of New Jersey

Duarte et al, *Plaintiffs*, vs. United States Metals Refining Company et. al. *Defendant*.

Case No.: 2:17-cv-01624-ES-SCM

Rosenfeld Deposition. 6-7-2019

In the United States District Court of Southern District of Texas Galveston Division

M/T Carla Maersk, *Plaintiffs*, vs. Conti 168., Schiffahrts-GMBH & Co. Bulker KG MS “Conti Perdido”
Defendant.

Case No.: 3:15-CV-00106 consolidated with 3:15-CV-00237

Rosenfeld Deposition. 5-9-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica

Carole-Taddeo-Bates et al., vs. Ifran Khan et al., Defendants

Case No.: No. BC615636

Rosenfeld Deposition, 1-26-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica

The San Gabriel Valley Council of Governments et al. vs El Adobe Apts. Inc. et al., Defendants

Case No.: No. BC646857

Rosenfeld Deposition, 10-6-2018; Trial 3-7-19

In United States District Court For The District of Colorado

Bells et al. Plaintiff vs. The 3M Company et al., Defendants

Case: No 1:16-cv-02531-RBJ

Rosenfeld Deposition, 3-15-2018 and 4-3-2018

In The District Court Of Regan County, Texas, 112th Judicial District

Phillip Bales et al., Plaintiff vs. Dow Agrosiences, LLC, et al., Defendants

Cause No 1923

Rosenfeld Deposition, 11-17-2017

In The Superior Court of the State of California In And For The County Of Contra Costa

Simons et al., Plaintiffs vs. Chevron Corporation, et al., Defendants

Cause No C12-01481

Rosenfeld Deposition, 11-20-2017

In The Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois

Martha Custer et al., Plaintiff vs. Cerro Flow Products, Inc., Defendants

Case No.: No. 0i9-L-2295

Rosenfeld Deposition, 8-23-2017

In The Superior Court of the State of California, For The County of Los Angeles

Warrn Gilbert and Penny Gilber, Plaintiff vs. BMW of North America LLC

Case No.: LC102019 (c/w BC582154)

Rosenfeld Deposition, 8-16-2017, Trail 8-28-2018

In the Northern District Court of Mississippi, Greenville Division

Brenda J. Cooper, et al., *Plaintiffs*, vs. Meritor Inc., et al., *Defendants*

Case Number: 4:16-cv-52-DMB-JVM

Rosenfeld Deposition: July 2017

In The Superior Court of the State of Washington, County of Snohomish
Michael Davis and Julie Davis et al., Plaintiff vs. Cedar Grove Composting Inc., Defendants
Case No.: No. 13-2-03987-5
Rosenfeld Deposition, February 2017
Trial, March 2017

In The Superior Court of the State of California, County of Alameda
Charles Spain., Plaintiff vs. Thermo Fisher Scientific, et al., Defendants
Case No.: RG14711115
Rosenfeld Deposition, September 2015

In The Iowa District Court In And For Poweshiek County
Russell D. Winburn, et al., Plaintiffs vs. Doug Hoksbergen, et al., Defendants
Case No.: LALA002187
Rosenfeld Deposition, August 2015

In The Iowa District Court For Wapello County
Jerry Dovico, et al., Plaintiffs vs. Valley View Sine LLC, et al., Defendants
Law No.: LALA105144 - Division A
Rosenfeld Deposition, August 2015

In The Iowa District Court For Wapello County
Doug Pauls, et al., et al., Plaintiffs vs. Richard Warren, et al., Defendants
Law No.: LALA105144 - Division A
Rosenfeld Deposition, August 2015

In The Circuit Court of Ohio County, West Virginia
Robert Andrews, et al. v. Antero, et al.
Civil Action NO. 14-C-30000
Rosenfeld Deposition, June 2015

In The Third Judicial District County of Dona Ana, New Mexico
Betty Gonzalez, et al. Plaintiffs vs. Del Oro Dairy, Del Oro Real Estate LLC, Jerry Settles and Deward
DeRuyter, Defendants
Rosenfeld Deposition: July 2015

In The Iowa District Court For Muscatine County
Laurie Freeman et. al. Plaintiffs vs. Grain Processing Corporation, Defendant
Case No 4980
Rosenfeld Deposition: May 2015

In the Circuit Court of the 17th Judicial Circuit, in and For Broward County, Florida
Walter Hinton, et. al. Plaintiff, vs. City of Fort Lauderdale, Florida, a Municipality, Defendant.
Case Number CACE07030358 (26)
Rosenfeld Deposition: December 2014

In the United States District Court Western District of Oklahoma
Tommy McCarty, et al., Plaintiffs, v. Oklahoma City Landfill, LLC d/b/a Southeast Oklahoma City
Landfill, et al. Defendants.
Case No. 5:12-cv-01152-C
Rosenfeld Deposition: July 2014

In the County Court of Dallas County Texas

Lisa Parr et al, *Plaintiff*, vs. Aruba et al, *Defendant*.

Case Number cc-11-01650-E

Rosenfeld Deposition: March and September 2013

Rosenfeld Trial: April 2014

In the Court of Common Pleas of Tuscarawas County Ohio

John Michael Abicht, et al., *Plaintiffs*, vs. Republic Services, Inc., et al., *Defendants*

Case Number: 2008 CT 10 0741 (Cons. w/ 2009 CV 10 0987)

Rosenfeld Deposition: October 2012

In the United States District Court of Southern District of Texas Galveston Division

Kyle Cannon, Eugene Donovan, Genaro Ramirez, Carol Sassler, and Harvey Walton, each Individually and on behalf of those similarly situated, *Plaintiffs*, vs. BP Products North America, Inc., *Defendant*.

Case 3:10-cv-00622

Rosenfeld Deposition: February 2012

Rosenfeld Trial: April 2013

In the Circuit Court of Baltimore County Maryland

Philip E. Cvach, II et al., *Plaintiffs* vs. Two Farms, Inc. d/b/a Royal Farms, Defendants

Case Number: 03-C-12-012487 OT

Rosenfeld Deposition: September 2013

EXHIBIT C



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Matthew F. Hagemann, P.G., C.Hg., QSD, QSP

**Geologic and Hydrogeologic Characterization
Industrial Stormwater Compliance
Investigation and Remediation Strategies
Litigation Support and Testifying Expert
CEQA Review**

Education:

M.S. Degree, Geology, California State University Los Angeles, Los Angeles, CA, 1984.

B.A. Degree, Geology, Humboldt State University, Arcata, CA, 1982.

Professional Certifications:

California Professional Geologist

California Certified Hydrogeologist

Qualified SWPPP Developer and Practitioner

Professional Experience:

Matt has 25 years of experience in environmental policy, assessment and remediation. He spent nine years with the U.S. EPA in the RCRA and Superfund programs and served as EPA's Senior Science Policy Advisor in the Western Regional Office where he identified emerging threats to groundwater from perchlorate and MTBE. While with EPA, Matt also served as a Senior Hydrogeologist in the oversight of the assessment of seven major military facilities undergoing base closure. He led numerous enforcement actions under provisions of the Resource Conservation and Recovery Act (RCRA) while also working with permit holders to improve hydrogeologic characterization and water quality monitoring.

Matt has worked closely with U.S. EPA legal counsel and the technical staff of several states in the application and enforcement of RCRA, Safe Drinking Water Act and Clean Water Act regulations. Matt has trained the technical staff in the States of California, Hawaii, Nevada, Arizona and the Territory of Guam in the conduct of investigations, groundwater fundamentals, and sampling techniques.

Positions Matt has held include:

- Founding Partner, Soil/Water/Air Protection Enterprise (SWAPE) (2003 – present);
- Geology Instructor, Golden West College, 2010 – 2014;
- Senior Environmental Analyst, Komex H2O Science, Inc. (2000 -- 2003);

- Executive Director, Orange Coast Watch (2001 – 2004);
- Senior Science Policy Advisor and Hydrogeologist, U.S. Environmental Protection Agency (1989–1998);
- Hydrogeologist, National Park Service, Water Resources Division (1998 – 2000);
- Adjunct Faculty Member, San Francisco State University, Department of Geosciences (1993 – 1998);
- Instructor, College of Marin, Department of Science (1990 – 1995);
- Geologist, U.S. Forest Service (1986 – 1998); and
- Geologist, Dames & Moore (1984 – 1986).

Senior Regulatory and Litigation Support Analyst:

With SWAPE, Matt’s responsibilities have included:

- Lead analyst and testifying expert in the review of over 100 environmental impact reports since 2003 under CEQA that identify significant issues with regard to hazardous waste, water resources, water quality, air quality, Valley Fever, greenhouse gas emissions, and geologic hazards. Make recommendations for additional mitigation measures to lead agencies at the local and county level to include additional characterization of health risks and implementation of protective measures to reduce worker exposure to hazards from toxins and Valley Fever.
- Stormwater analysis, sampling and best management practice evaluation at industrial facilities.
- Manager of a project to provide technical assistance to a community adjacent to a former Naval shipyard under a grant from the U.S. EPA.
- Technical assistance and litigation support for vapor intrusion concerns.
- Lead analyst and testifying expert in the review of environmental issues in license applications for large solar power plants before the California Energy Commission.
- Manager of a project to evaluate numerous formerly used military sites in the western U.S.
- Manager of a comprehensive evaluation of potential sources of perchlorate contamination in Southern California drinking water wells.
- Manager and designated expert for litigation support under provisions of Proposition 65 in the review of releases of gasoline to sources drinking water at major refineries and hundreds of gas stations throughout California.
- Expert witness on two cases involving MTBE litigation.
- Expert witness and litigation support on the impact of air toxins and hazards at a school.
- Expert witness in litigation at a former plywood plant.

With Komex H2O Science Inc., Matt’s duties included the following:

- Senior author of a report on the extent of perchlorate contamination that was used in testimony by the former U.S. EPA Administrator and General Counsel.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of MTBE use, research, and regulation.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of perchlorate use, research, and regulation.
- Senior researcher in a study that estimates nationwide costs for MTBE remediation and drinking water treatment, results of which were published in newspapers nationwide and in testimony against provisions of an energy bill that would limit liability for oil companies.
- Research to support litigation to restore drinking water supplies that have been contaminated by MTBE in California and New York.

- Expert witness testimony in a case of oil production-related contamination in Mississippi.
- Lead author for a multi-volume remedial investigation report for an operating school in Los Angeles that met strict regulatory requirements and rigorous deadlines.

- Development of strategic approaches for cleanup of contaminated sites in consultation with clients and regulators.

Executive Director:

As Executive Director with Orange Coast Watch, Matt led efforts to restore water quality at Orange County beaches from multiple sources of contamination including urban runoff and the discharge of wastewater. In reporting to a Board of Directors that included representatives from leading Orange County universities and businesses, Matt prepared issue papers in the areas of treatment and disinfection of wastewater and control of the discharge of grease to sewer systems. Matt actively participated in the development of countywide water quality permits for the control of urban runoff and permits for the discharge of wastewater. Matt worked with other nonprofits to protect and restore water quality, including Surfrider, Natural Resources Defense Council and Orange County CoastKeeper as well as with business institutions including the Orange County Business Council.

Hydrogeology:

As a Senior Hydrogeologist with the U.S. Environmental Protection Agency, Matt led investigations to characterize and cleanup closing military bases, including Mare Island Naval Shipyard, Hunters Point Naval Shipyard, Treasure Island Naval Station, Alameda Naval Station, Moffett Field, Mather Army Airfield, and Sacramento Army Depot. Specific activities were as follows:

- Led efforts to model groundwater flow and contaminant transport, ensured adequacy of monitoring networks, and assessed cleanup alternatives for contaminated sediment, soil, and groundwater.
- Initiated a regional program for evaluation of groundwater sampling practices and laboratory analysis at military bases.
- Identified emerging issues, wrote technical guidance, and assisted in policy and regulation development through work on four national U.S. EPA workgroups, including the Superfund Groundwater Technical Forum and the Federal Facilities Forum.

At the request of the State of Hawaii, Matt developed a methodology to determine the vulnerability of groundwater to contamination on the islands of Maui and Oahu. He used analytical models and a GIS to show zones of vulnerability, and the results were adopted and published by the State of Hawaii and County of Maui.

As a hydrogeologist with the EPA Groundwater Protection Section, Matt worked with provisions of the Safe Drinking Water Act and NEPA to prevent drinking water contamination. Specific activities included the following:

- Received an EPA Bronze Medal for his contribution to the development of national guidance for the protection of drinking water.
- Managed the Sole Source Aquifer Program and protected the drinking water of two communities through designation under the Safe Drinking Water Act. He prepared geologic reports, conducted public hearings, and responded to public comments from residents who were very concerned about the impact of designation.

- Reviewed a number of Environmental Impact Statements for planned major developments, including large hazardous and solid waste disposal facilities, mine reclamation, and water transfer.

Matt served as a hydrogeologist with the RCRA Hazardous Waste program. Duties were as follows:

- Supervised the hydrogeologic investigation of hazardous waste sites to determine compliance with Subtitle C requirements.
- Reviewed and wrote "part B" permits for the disposal of hazardous waste.
- Conducted RCRA Corrective Action investigations of waste sites and led inspections that formed the basis for significant enforcement actions that were developed in close coordination with U.S. EPA legal counsel.
- Wrote contract specifications and supervised contractor's investigations of waste sites.

With the National Park Service, Matt directed service-wide investigations of contaminant sources to prevent degradation of water quality, including the following tasks:

- Applied pertinent laws and regulations including CERCLA, RCRA, NEPA, NRDA, and the Clean Water Act to control military, mining, and landfill contaminants.
- Conducted watershed-scale investigations of contaminants at parks, including Yellowstone and Olympic National Park.
- Identified high-levels of perchlorate in soil adjacent to a national park in New Mexico and advised park superintendent on appropriate response actions under CERCLA.
- Served as a Park Service representative on the Interagency Perchlorate Steering Committee, a national workgroup.
- Developed a program to conduct environmental compliance audits of all National Parks while serving on a national workgroup.
- Co-authored two papers on the potential for water contamination from the operation of personal watercraft and snowmobiles, these papers serving as the basis for the development of nation-wide policy on the use of these vehicles in National Parks.
- Contributed to the Federal Multi-Agency Source Water Agreement under the Clean Water Action Plan.

Policy:

Served senior management as the Senior Science Policy Advisor with the U.S. Environmental Protection Agency, Region 9. Activities included the following:

- Advised the Regional Administrator and senior management on emerging issues such as the potential for the gasoline additive MTBE and ammonium perchlorate to contaminate drinking water supplies.
- Shaped EPA's national response to these threats by serving on workgroups and by contributing to guidance, including the Office of Research and Development publication, *Oxygenates in Water: Critical Information and Research Needs*.
- Improved the technical training of EPA's scientific and engineering staff.
- Earned an EPA Bronze Medal for representing the region's 300 scientists and engineers in negotiations with the Administrator and senior management to better integrate scientific principles into the policy-making process.
- Established national protocol for the peer review of scientific documents.

Geology:

With the U.S. Forest Service, Matt led investigations to determine hillslope stability of areas proposed for timber harvest in the central Oregon Coast Range. Specific activities were as follows:

- Mapped geology in the field, and used aerial photographic interpretation and mathematical models to determine slope stability.
- Coordinated his research with community members who were concerned with natural resource protection.
- Characterized the geology of an aquifer that serves as the sole source of drinking water for the city of Medford, Oregon.

As a consultant with Dames and Moore, Matt led geologic investigations of two contaminated sites (later listed on the Superfund NPL) in the Portland, Oregon, area and a large hazardous waste site in eastern Oregon. Duties included the following:

- Supervised year-long effort for soil and groundwater sampling.
- Conducted aquifer tests.
- Investigated active faults beneath sites proposed for hazardous waste disposal.

Teaching:

From 1990 to 1998, Matt taught at least one course per semester at the community college and university levels:

- At San Francisco State University, held an adjunct faculty position and taught courses in environmental geology, oceanography (lab and lecture), hydrogeology, and groundwater contamination.
- Served as a committee member for graduate and undergraduate students.
- Taught courses in environmental geology and oceanography at the College of Marin.

Matt taught physical geology (lecture and lab and introductory geology at Golden West College in Huntington Beach, California from 2010 to 2014.

Invited Testimony, Reports, Papers and Presentations:

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Presentation to the Public Environmental Law Conference, Eugene, Oregon.

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Invited presentation to U.S. EPA Region 9, San Francisco, California.

Hagemann, M.F., 2005. Use of Electronic Databases in Environmental Regulation, Policy Making and Public Participation. Brownfields 2005, Denver, Colorado.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Nevada and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Las Vegas, NV (served on conference organizing committee).

Hagemann, M.F., 2004. Invited testimony to a California Senate committee hearing on air toxins at schools in Southern California, Los Angeles.

Brown, A., Farrow, J., Gray, A. and **Hagemann, M.**, 2004. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to the Ground Water and Environmental Law Conference, National Groundwater Association.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Arizona and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Phoenix, AZ (served on conference organizing committee).

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in the Southwestern U.S. Invited presentation to a special committee meeting of the National Academy of Sciences, Irvine, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a tribal EPA meeting, Pechanga, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a meeting of tribal representatives, Parker, AZ.

Hagemann, M.F., 2003. Impact of Perchlorate on the Colorado River and Associated Drinking Water Supplies. Invited presentation to the Inter-Tribal Meeting, Torres Martinez Tribe.

Hagemann, M.F., 2003. The Emergence of Perchlorate as a Widespread Drinking Water Contaminant. Invited presentation to the U.S. EPA Region 9.

Hagemann, M.F., 2003. A Deductive Approach to the Assessment of Perchlorate Contamination. Invited presentation to the California Assembly Natural Resources Committee.

Hagemann, M.F., 2003. Perchlorate: A Cold War Legacy in Drinking Water. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. From Tank to Tap: A Chronology of MTBE in Groundwater. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. A Chronology of MTBE in Groundwater and an Estimate of Costs to Address Impacts to Groundwater. Presentation to the annual meeting of the Society of Environmental Journalists.

Hagemann, M.F., 2002. An Estimate of the Cost to Address MTBE Contamination in Groundwater (and Who Will Pay). Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to a meeting of the U.S. EPA and State Underground Storage Tank Program managers.

Hagemann, M.F., 2001. From Tank to Tap: A Chronology of MTBE in Groundwater. Unpublished report.

Hagemann, M.F., 2001. Estimated Cleanup Cost for MTBE in Groundwater Used as Drinking Water. Unpublished report.

Hagemann, M.F., 2001. Estimated Costs to Address MTBE Releases from Leaking Underground Storage Tanks. Unpublished report.

Hagemann, M.F., and VanMouwerik, M., 1999. Potential Water Quality Concerns Related to Snowmobile Usage. Water Resources Division, National Park Service, Technical Report.

VanMouwerik, M. and **Hagemann, M.F.** 1999, Water Quality Concerns Related to Personal Watercraft Usage. Water Resources Division, National Park Service, Technical Report.

Hagemann, M.F., 1999, Is Dilution the Solution to Pollution in National Parks? The George Wright Society Biannual Meeting, Asheville, North Carolina.

Hagemann, M.F., 1997, The Potential for MTBE to Contaminate Groundwater. U.S. EPA Superfund Groundwater Technical Forum Annual Meeting, Las Vegas, Nevada.

Hagemann, M.F., and Gill, M., 1996, Impediments to Intrinsic Remediation, Moffett Field Naval Air Station, Conference on Intrinsic Remediation of Chlorinated Hydrocarbons, Salt Lake City.

Hagemann, M.F., Fukunaga, G.L., 1996, The Vulnerability of Groundwater to Anthropogenic Contaminants on the Island of Maui, Hawaii. Hawaii Water Works Association Annual Meeting, Maui, October 1996.

Hagemann, M. F., Fukanaga, G. L., 1996, Ranking Groundwater Vulnerability in Central Oahu, Hawaii. Proceedings, Geographic Information Systems in Environmental Resources Management, Air and Waste Management Association Publication VIP-61.

Hagemann, M.F., 1994. Groundwater Characterization and Cleanup at Closing Military Bases in California. Proceedings, California Groundwater Resources Association Meeting.

Hagemann, M.F. and Sabol, M.A., 1993. Role of the U.S. EPA in the High Plains States Groundwater Recharge Demonstration Program. Proceedings, Sixth Biennial Symposium on the Artificial Recharge of Groundwater.

Hagemann, M.F., 1993. U.S. EPA Policy on the Technical Impracticability of the Cleanup of DNAPL-contaminated Groundwater. California Groundwater Resources Association Meeting.

Hagemann, M.F., 1992. Dense Nonaqueous Phase Liquid Contamination of Groundwater: An Ounce of Prevention... Proceedings, Association of Engineering Geologists Annual Meeting, v. 35.

Other Experience:

Selected as subject matter expert for the California Professional Geologist licensing examination, 2009-2011.

Fwd: [Ask Planning Action] Regarding Agenda Item 5, April 18 Community Workshop

Lai, Dee <dee.lai@oxnard.org>

Thu, Apr 14, 2022 at 11:07 AM

To: "Dobrowalski, Jay" <jay.dobrowalski@oxnard.org>

Cc: Joe Pearson II <Joe.Pearson@oxnard.org>

Regards,

Dee Lai | Administrative Secretary III

Community Development Department, Planning Division

214 S C Street | Oxnard, CA 93030

O: 805.385.7878

www.oxnard.org

We welcome you back to the Service Center!

The Community Development service counter has reopened to the public from 8:00 a.m. to 4:00 p.m., Monday through Thursday and 9 a.m.-4 p.m. on alternating Fridays.

----- Forwarded message -----

From: **'Mike Beda' via Planning** <planning@oxnard.org>

Date: Thu, Apr 14, 2022 at 11:04 AM

Subject: [Ask Planning Action] Regarding Agenda Item 5, April 18 Community Workshop

To: <planning@oxnard.org>

To Whom It May Concern:

Regarding Agenda Item 5, Project name: Teal Club Specific Plan, I would like to say: No, please God, not that.

Allow me to elaborate.

This is already a very crowded area. The traffic, especially on Ventura and Victoria roads, is horrible. Adding 990 residential units will introduce at least 2,000 more cars to our roads every day. In addition to the congestion, the traffic noise alone would affect pretty much the entire Fremont neighborhood.

Obviously somebody (nobody I know) stands to make hundreds of millions from this project. But anyone who cares about those of us who already live here would not allow this development to go forward.

Thank you for your time,

Michael Beda

[214 North J Street.](#)

Oxnard

Fwd: [Ask Planning Action] AGENDA ITEM N0. 5 TEAL CLUB SPECIFIC PLAN

Mancha, Salvador <sal.mancha@oxnard.org>
To: Jay Dobrowalski <jay.dobrowalski@oxnard.org>

Mon, Apr 11, 2022 at 9:26 AM

From: **Paul Giacobbe** <pgiacobbe@roadrunner.com>

----- Forwarded message -----

From: **Paul Giacobbe** <pgiacobbe@roadrunner.com>

Date: Sun, Apr 10, 2022 at 1:00 PM

Subject: [Ask Planning Action] AGENDA ITEM N0. 5 TEAL CLUB SPECIFIC PLAN

To: <Planning@oxnard.org>

Encl: LA Tmes Article of 23 August 1997 – Plane Crash At Field Near Oxnard Airport

The farmland selected for this project is between Doris Avenue and Teal Club Road and between Patterson Road and Ventura Road. It is in the buffer zone of the Oxnard Airport and is potentially a dangerous place for a housing development. Most aircraft accidents occur on landings and takeoffs. The proposed location is too close to farmland where pesticides are used. In addition, the development will cause a major traffic problem.

AIRCRAFT ACCIDENTS:

In August of 1997 there was a plane crash in this area (see enclosure). A plane sheared off the chimney of a house on Ivanhoe Ave. It then slammed into a cement light pole on Doris Avenue ripping off a wing. The wing landed on the street bursting into flames. The plane crashed into the field across the street; the proposed site of the residential project. It is noted that the plane was in trouble and was making a beeline to the Oxnard Airport. It was not in the airport flight path. Because the project is not in the flight path does not mean there is no danger. Three people were injured in this accident. Of the three two were seriously injured.

An article appeared in the Ventura County Star on 2 September 2015. Edwards Air Force Base conducted navigation approach testing, with F-35 fighter jets, between Oxnard Airport and Point Mugu. Because of their proximity to each other, this is the only place on the West Coast that this testing can be accomplished. Military jets have crashed and destroyed homes in the San Diego area in the recent past. On 8 January 2009 an F-18 fighter jet crashed in flames in a San Diego neighborhood. Two people were killed on the ground and three homes were destroyed.

The Ventura County Star, on 5 May 2019, reported an aircraft accident. One person was injured when a helicopter crashed near the Oxnard Airport. The crash was close to the Duda Nursery at Victoria Avenue and Teal Club Road. The aircraft burst into flames when it hit the ground and set off a grass fire.

There was an account of an aircraft mishap, on 11 January 2021, in the Ventura County Star. A plane had taken off from the Oxnard Airport. The pilot turned back when the engine started to fail. Before he could reach the runway, the pilot was forced to make an emergency landing at Fifth Street near Victoria Avenue. There were no injuries.

AGRICULTURAL CONTAMINATION:

Pesticides, such as herbicides, insecticides and fumigants, are applied to the crops at the agricultural field near the proposed housing project. These pesticides are used to control weeds, harmful insects and plant diseases. Sprayed pesticide can drift and have a negative impact on the folks living in the new development. Possible long-term effects can be cancer, neurological disorders, reproductive problems, birth defects and infertility. Even low level pesticide exposure, over time, can lead to these chronic health problem. The proposed residential units are too close to the farmland to prevent agricultural contamination.

TRAFFIC PROBLEMS:

I believe a city needs slow, sustained growth to prosper. As stated above, the Teal Club project will include 990 single-family and multi-family residential units. Each home will probably have at least two cars. That would put, approximately, another 2,000 vehicles on the road. The plan will have a negative impact on our community because of excessive traffic. The proposal does not widen Doris Avenue and Teal Club Road. This will be a nightmare for everyone living here.

Yours truly,

Paul Giacobbe

--

Salvador Mancha

Department Administration Technician
Community Development Department
214 S C Street | Oxnard, CA 93030
805-385-7884
www.oxnard.org/development



2 Men Seriously Hurt When Plane Crashes Into Field

Aviation: A third man receives minor injuries after the single-prop Cessna, on an instructional flight, fails to make an emergency landing at Oxnard Airport.

[August 23, 1997](#) | DAWN HOBBS and SCOTT HADLY | SPECIAL TO THE TIMES

OXNARD — Two men suffered lacerations and broken bones when their single-propeller Cessna clipped a house and crashed into a lima bean field Friday afternoon as they attempted an emergency landing at the Oxnard Airport.

A third man suffered minor injuries.

"We were talking in the living room and playing Nintendo, then we heard this big boom and the house shook like a big earthquake," said Julie Plascencia, 14, who was in the two-story beige home. "I was too scared to think about what it was."

The plane, on an instructional flight out of Camarillo Airport, apparently suffered engine failure before it sheared off the top of a chimney and some red roof tiles on the house on Ivanhoe Avenue about 2:30 p.m.

The Cessna 210 then slammed into a cement light pole across the street on Doris Avenue, ripping off a wing and crashing into the bean field just steps away from farm workers. The wing left behind in the street burst into flames and unleashed a black column of smoke.

Shirley Clark was watering plants in her backyard on Nottingham Drive when she spotted the plane gliding suspiciously quiet--just above rooftop level.

"I did not hear a motor but the prop was turning," Clark said.

Then she saw fear on the pilot's face.

"The expression on the man was frightening," she said. "Obviously he had lost power. I give the man credit for trying to get the plane into an open field."

By the time Oxnard firefighters arrived, one of the men was standing next to the wreckage, said Fire Department Battalion Chief Terry McAnally. The man seemed to have escaped serious injury.

Two other men were trapped beneath the plane. One was lying under the wing, and firefighters were able to pull him out. The other was pinned under the left side, paramedics and firefighters said. Both suffered broken ankles and serious lacerations.

All three were taken to St. John's Regional Medical Center.

"Everybody is conscious. Everybody is talking," said Lynn Borman, a paramedic supervisor with Gold Coast Ambulance Company.

Hospital officials identified the men as 34-year-old Michael Macias, a certified flight instructor with Sun-Air Aviation Inc. in Camarillo, and Beat Leu, 33, and Markus Vogel, 41, both of Switzerland. All three were listed in fair condition, a hospital spokeswoman said.

"It was a clear day. It's hard to say what happened," McAnally said. "There was no report of any landing gear down. They hit the roof, the pole and then tore off the wing. They're lucky they got away from it . . . if lucky is the word."

Tad Dougherty, manager of the Oxnard Airport, said the pilot tried at the last minute to avoid the homes.

"He probably saved somebody," Dougherty said. "An experienced pilot will do everything he can to land the plane in a vacant field. He doesn't want to hit the house because he will injure himself as well as anybody in the house."

Residents in the nearby housing tract said that although they live near the Oxnard Airport they had never feared crashes before.

"When we first came to look at the house we questioned the developer here about the planes," said Gail Johnson, who lives across the street from the home clipped by the plane. "We were told we were not in a flight path."

Crash investigators with the Federal Aviation Administration and the National Transportation Safety Board arrived about two hours after the accident to scrutinize the wreckage.

Investigators said it would be at least a day before they could determine a cause for the accident, said Brian Ashton, an FAA official at the scene.

Air traffic controllers at Point Mugu Naval Air Station reported receiving a distress call from the pilot about 2:30. The Cessna had lost power and was at an altitude of about 1,300 feet and falling, said Phyllis Thrower, a Navy spokeswoman.

The plane was bound for Burbank but developed trouble about two miles from the Oxnard Airport, Thrower said.

A representative at Sun-Air declined comment.

An instructor at another flight school at the Camarillo Airport said Sun-Air operates a Cessna 210 with the matching tail number.

Hadly is a staff writer and Hobbs is a correspondent. Times staff writer Hilary MacGregor and correspondents Nick Green and David Greenberg contributed to this story.

Fwd: Test scores of students in Oxnard elementary school district. .

Perello, Bert <bert.perello@oxnard.org>
Bcc: jay.dobrowalski@oxnard.org

Thu, Jun 6, 2024 at 10:25 PM

Received from resident
FYI

----- Forwarded message -----

From: **Lawrence Stein** <oxnardactivist@aol.com>

Date: Thu, Jun 6, 2024 at 9:30 PM

Subject: Re: Test scores of students in Oxnard elementary school district. .

To: Arthur Valenzuela <arthur.valenzuela@oxnard.org>, Brian McDonald <bryan.macdonald@oxnard.org>, Bert Perello <bert.perello@oxnard.org>, gabriela.basua@oxnard.org <gabriela.basua@oxnard.org>, john.zaragoza@oxnard.org <john.zaragoza@oxnard.org>, Oscar Madrigal <oscar.madrigal@oxnard.org>, gabe.teran@oxnard.org <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>

CC: Jim Lavery <jimfromprovidence@roadrunner.com>, rogerpear@yahoo.com <rogerpear@yahoo.com>, Daniela Aguirre <daguir.da@gmail.com>, Dennis Ralph <stnerhno@yahoo.com>, Tai Hartley <taihartley@aol.com>, Barbara and Don Pineado <elkilo@aol.com>, brownoze@aol.com <brownoze@aol.com>, Steve Nash <mrswn@hotmail.com>, Angela Whitecomb <angelawhitecomb@gmail.com>, Deterie Frank <pilawqueen@aol.com>, Manuel Munoz <vidanews@aol.com>, Joseph O Neil <oxatty@earthlink.net>, Thresa Clemen <theresaclemen36@gmail.com>, Larry Stein <lps00713@yahoo.com>, William Terry <bterry25047@yahoo.com>, Citizen Journal <microcapmaven@aol.com>, Denis O'Leary <denissisepuede@yahoo.com>, Abel Magana <abel@downtownoxnard.org>, Vince Behrens <vpbehrens@yahoo.com>, Aaron Starr <starrcpa@gmail.com>, Luciano Ortiz <luckyljo@yahoo.com>, dpartello001@gmail.com <dpartello001@gmail.com>, Saviers Road Design Team <godwinc@earthlink.net>, alicia.percell@gmail.com <alicia.percell@gmail.com>, oxnardemail@gmail.com <oxnardemail@gmail.com>

Thank you

Please note the level of education students are receiving when parents are paying \$700,000 for single family homes near Teal Club.

On Wednesday, June 5, 2024 at 02:57:35 PM PDT, Lomeli, Patty <plomeli@oxnardsd.org> wrote:

Good afternoon Mr. Stein,

Attached is a letter and documents responsive to your request. Thank you.

Respectfully,

Patty Lomeli

Executive Assistant

Business & Fiscal Services

Oxnard School District

(805)385-1501 ext. 2401

28 attachments

-  **LtrToL.Stein.AMCRfinancialServices.SchoolCapacityEnrollment.ResPubRec.240605.vm.pdf**
831K
-  **Recd 6-3-24. Ltr from Lawrence Stein RE Records Request Capacity and Expected Enrollment.pdf**
44K
-  **2018-Fremont School, enrollment.pdf**
246K
-  **2019-Fremont School, enrollment.pdf**
252K
-  **2020-Fremont School, enrollment.pdf**
119K
-  **2021-Fremont School, enrollment.pdf**
119K
-  **2022-Fremont School, enrollment.pdf**
236K
-  **2023-Fremont School, enrollment.pdf**
291K
-  **2018-Soria School, enrollment.pdf**
236K
-  **2019-Soria School, enrollment.pdf**
228K
-  **2020-Soria School, enrollment.pdf**
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-  **2022-Soria School, enrollment.pdf**
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-  **2023-Soria School, enrollment.pdf**
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-  **2018-Marshall School, enrollment.pdf**
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116K

-  **2021-McAuliffe School, enrollment.pdf**
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-  **2022-McAuliffe School, enrollment.pdf**
247K
-  **2023-McAuliffe School, enrollment.pdf**
291K
-  **Estimated_Enrollment 2024-25. 6.4.24.pdf**
84K
-  **School Capacity.pdf**
50K



OXNARD SCHOOL DISTRICT

1051 South "A" Street ♦ Oxnard, California 93030 ♦ 805/385-1501 ♦ www.oxnardsd.org

CHANGING THE WORLD! IN SCHOOL AND BEYOND

June 5, 2024

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Assistant Superintendent,
Business and Fiscal Services

NATALIA TORRES, Ed.D.
Assistant Superintendent,
Human Resources

ARACELY FOX, Ed.D.
Assistant Superintendent,
Educational Services

VIA E-MAIL

Lawrence Paul Stein
1965 Falkner Place
Oxnard, CA 93033
(805) 486-6799
OxnardActivist@AOL.com

RE: Public Records Act Request Related to School Capacity and Enrollment

Dear Mr. Stein,

Oxnard School District ("the District") is in receipt of your Public Records Act Request (attached) received on June 3, 2024, whereby you requested "inspect the public documents that reflect the capacity of each school listed below as well as the enrollment expected for the school year 2024/2025 and inspect the public documents that reflect the enrollment for the school years 2018/2019, 2019/2020, 2020/2021, 2021/2022, 2022/2023, and 2023/2024 of each school listed Christa McAuliffe School, Thurgood Marshall School, Juan Lagunas Soria and Fremont Academy of Environmental Science & Innovative Design. The documents can be emailed."

Attached are copies of the requested school enrollment information. The school enrollment information can also be found on the California School Dashboard website at www.caschooldashboard.org.

Attached are the maximum student capacity limits as determined by the California Department of Education based on the square footage of each classroom at the listed school sites. However, please note that a schools actually capacity is determined by the individual programs offered at each school site and can fluctuate during the school year.

If you have any questions or I can be of further assistance, please contact me at (805) 385-1501, ext. 2401.

Sincerely,

Valerie Mitchell, MPPA
Assistant Superintendent
Business and Fiscal Services

VM/pl
encl.

Mission: IGNITE • TRANSFORM • NURTURE • EMBRACE

05 28 2024

Oxnard Elementary School District
1055 South C Street
Oxnard, CA 93030

Lawrence Paul Stein
1965 Falkner Place
Oxnard, CA 93033

JUN 24 10:11AM

I wish to inspect the public documents that reflect the capacity of each school listed below as well as the enrolment expected for the school year 2024 / 2025.

I wish to inspect the public documents that reflect the enrollment for the school years 2018 / 2019, 2019 / 2020, 2020/ 2021, 2021 / 2022, 2022/ 2023, and 2023 / 2024 of each school listed below.

- Christa McAuliffe School
- Thurgood Marshall School
- Juan Lagunas Soria
- Fremont Academy of Environmental Science & Innovative Design

Lawrence Stein



OxnardActivist@AOL.com

805 486 6799

The documents can be emailed.

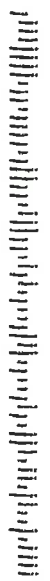
Lawrence Stein
AMCR Financial Services
1965 Falkner Place
Oxnard, CA 93033-1901

SANTA BARBARA CA 931
30 MAY 2024PM 3 L



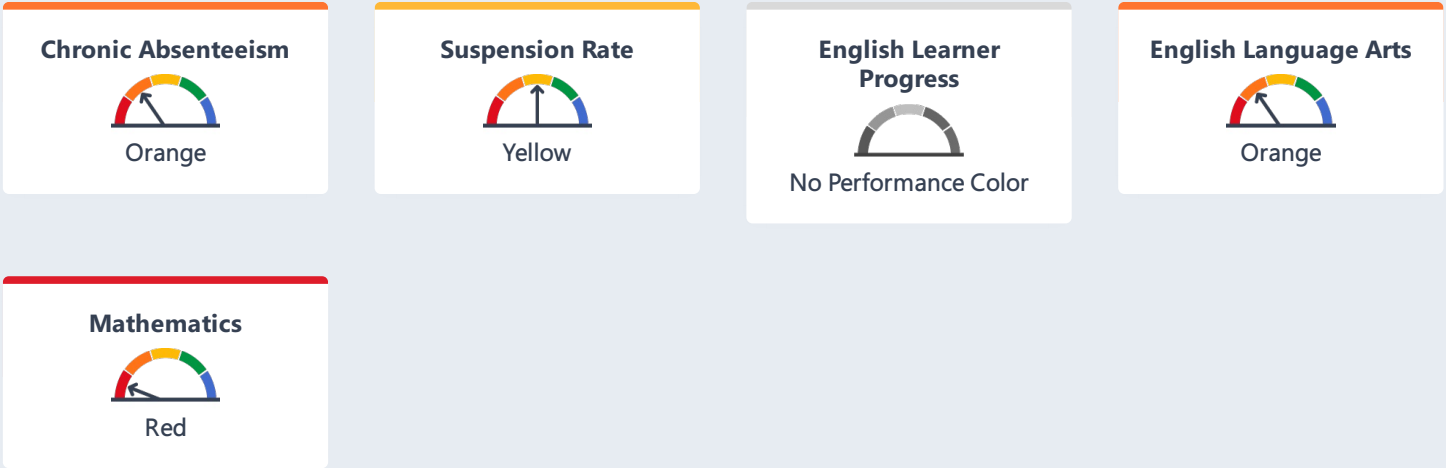
Oxnard Elementary School District
1055 South C Street
Oxnard, CA 93030

93030-749255



Fremont Academy of Environmental Science & Innovative Design

Explore the performance of Fremont Academy of Environmental Science & Innovative Design under California's Accountability System.



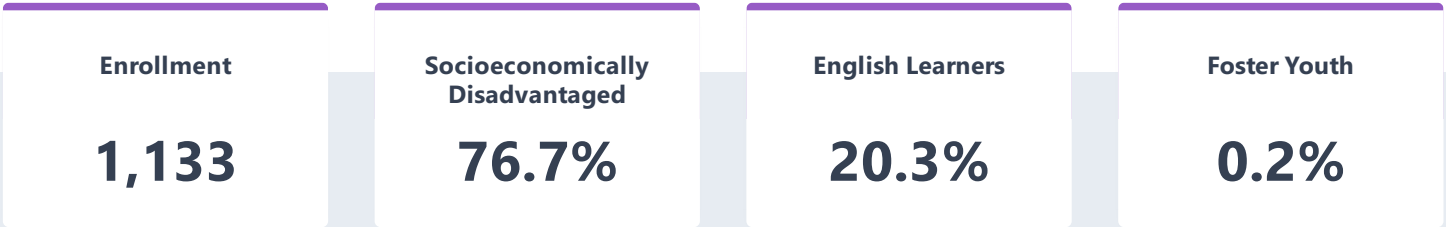
School Details

NAME Fremont Academy of Environmental Science & Innovative Design	ADDRESS 1130 North M Street Oxnard, CA 93030-3906	WEBSITE N/A	GRADES SERVED 6-8
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FREMONT ACADEMY OF ENVIRONMENTAL SCIENCE & INNOVATIVE DESIGN

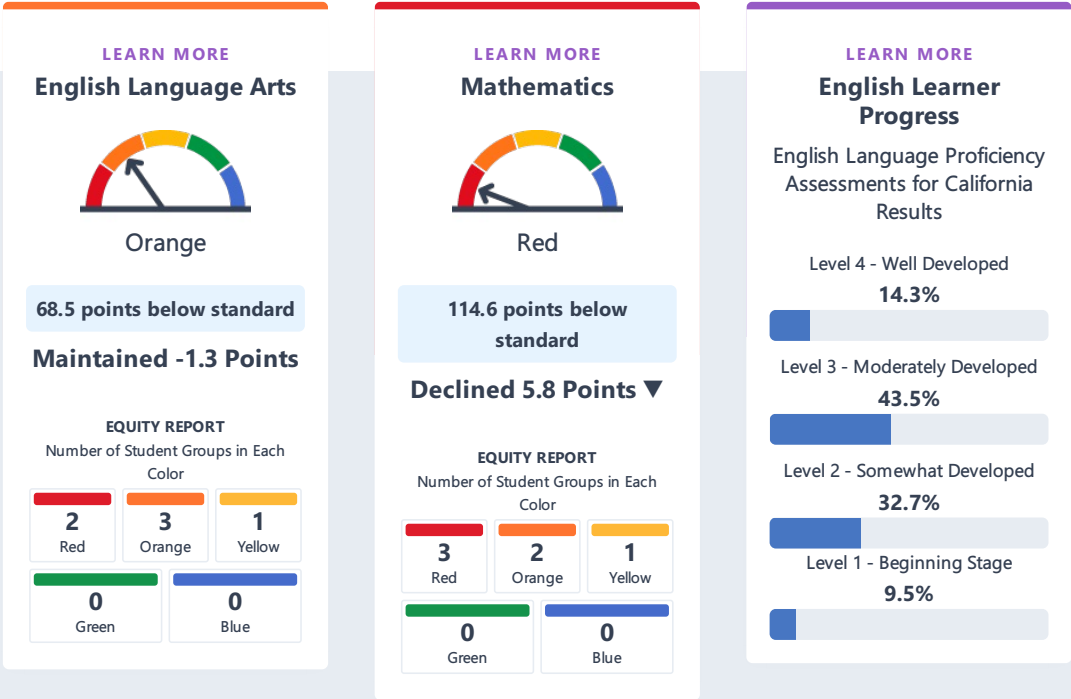
Student Population

Explore information about this school's student population.



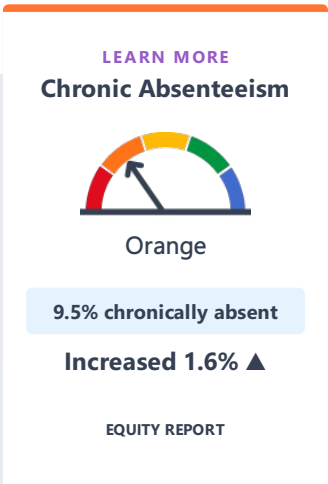
Academic Performance

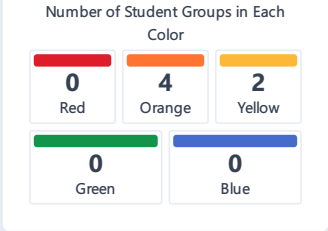
View Student Assessment Results and other aspects of school performance.



Academic Engagement

See information that shows how well schools are engaging students in their learning.

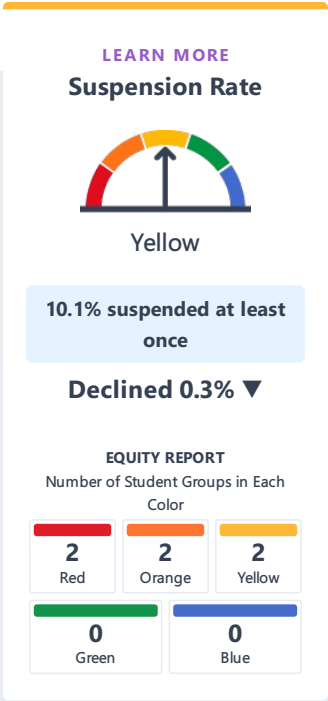




FREMONT ACADEMY OF ENVIRONMENTAL SCIENCE & INNOVATIVE DESIGN

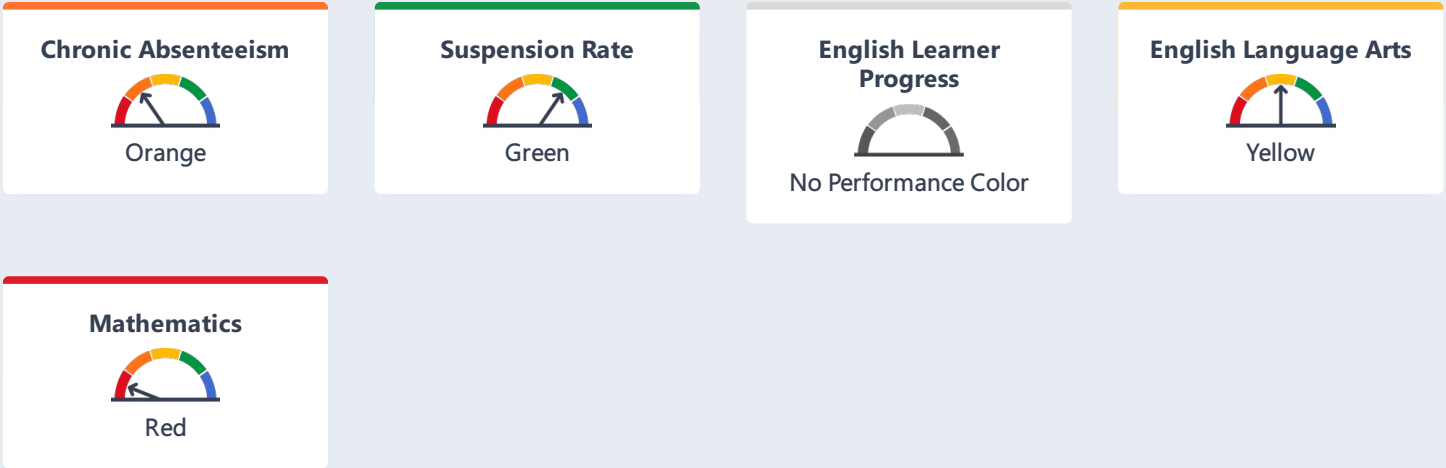
Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.



Fremont Academy of Environmental Science & Innovative Design

Explore the performance of Fremont Academy of Environmental Science & Innovative Design under California's Accountability System.



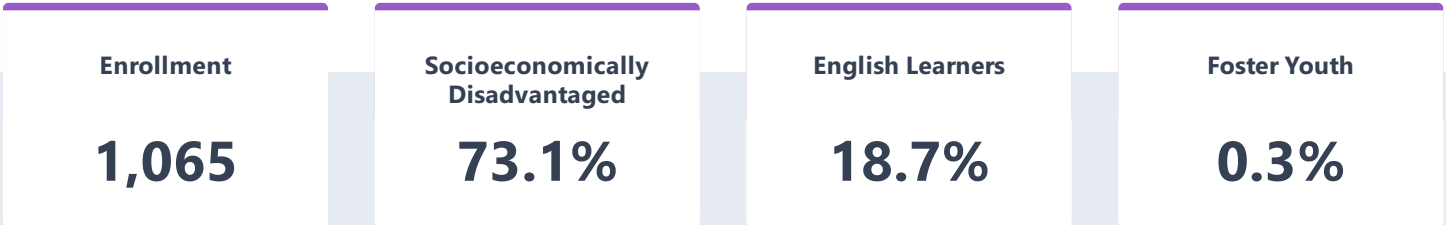
School Details

NAME Fremont Academy of Environmental Science & Innovative Design	ADDRESS 1130 North M Street Oxnard, CA 93030-3906	WEBSITE N/A	GRADES SERVED 6-8
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FREMONT ACADEMY OF ENVIRONMENTAL SCIENCE & INNOVATIVE DESIGN

Student Population

Explore information about this school's student population.



Academic Performance

View Student Assessment Results and other aspects of school performance.

LEARN MORE

English Language Arts



Yellow

58.8 points below standard

Increased 9.7 Points ▲

EQUITY REPORT

Number of Student Groups in Each Color

1
Red

2
Orange

2
Yellow

0
Green

0
Blue

LEARN MORE

Mathematics



Red

113.6 points below standard

Maintained 1 Points

EQUITY REPORT

Number of Student Groups in Each Color

4
Red

0
Orange

1
Yellow

0
Green

0
Blue

LEARN MORE

English Learner Progress

36.2% making progress towards English language proficiency

Number of EL Students: 141

Progress Levels

Very High = 65% or higher
High = 55% to less than 65%
Medium = 45% to less than 55%
Low = 35% to less than 45%
Very Low = Less than 35%

Academic Engagement

See information that shows how well schools are engaging students in their learning.

LEARN MORE

Chronic Absenteeism

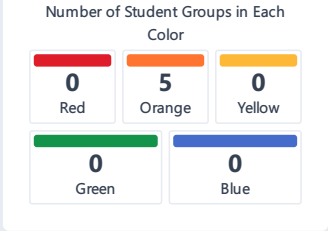


Orange

10.1% chronically absent

Increased 0.6% ▲

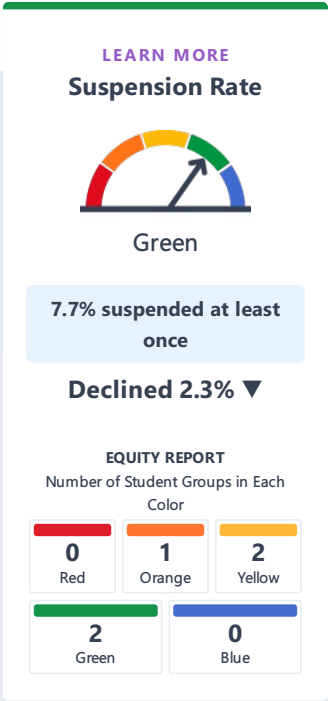
EQUITY REPORT



FREMONT ACADEMY OF ENVIRONMENTAL SCIENCE & INNOVATIVE DESIGN

Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.



Fremont Academy of Environmental Science & Innovative Design

Explore the performance of Fremont Academy of Environmental Science & Innovative Design under California's Accountability System.

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School Details

NAME Fremont Academy of Environmental Science & Innovative Design	ADDRESS 1130 North M Street Oxnard, CA 93030-3906	WEBSITE N/A	GRADES SERVED 6-8
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

FREMONT ACADEMY OF ENVIRONMENTAL SCIENCE & INNOVATIVE DESIGN

Student Population

Explore information about this school's student population.

Enrollment 958	Socioeconomically Disadvantaged 84.2%	English Learners 17.3%	Foster Youth 0.9%
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Fremont Academy of Environmental Science & Innovative Design

Explore the performance of Fremont Academy of Environmental Science & Innovative Design under California's Accountability System.

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School Details

NAME Fremont Academy of Environmental Science & Innovative Design	ADDRESS 1130 North M Street Oxnard, CA 93030-3906	WEBSITE N/A	GRADES SERVED 6-8
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

FREMONT ACADEMY OF ENVIRONMENTAL SCIENCE & INNOVATIVE DESIGN

Student Population

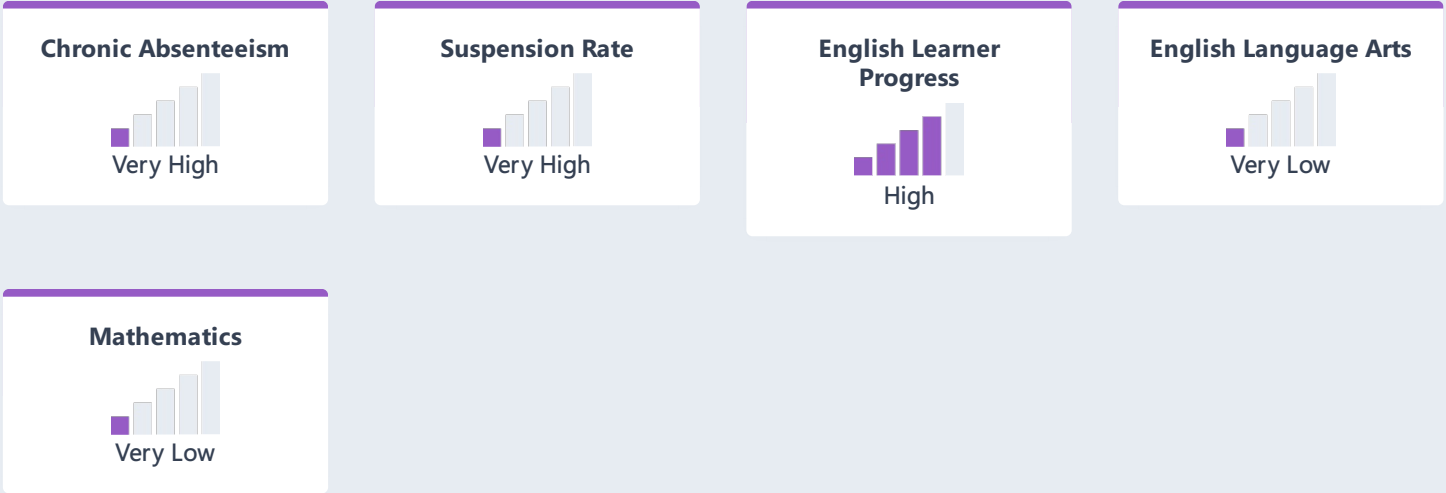
Explore information about this school's student population.

Enrollment 841	Socioeconomically Disadvantaged 88.8%	English Learners 21.8%	Foster Youth 0.6%
---------------------------------	--	---	------------------------------------

Fremont Academy of Environmental Science & Innovative Design

Explore the performance of Fremont Academy of Environmental Science & Innovative Design under California's Accountability System.

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).



School Details

NAME Fremont Academy of Environmental Science & Innovative Design	ADDRESS 1130 North M Street Oxnard, CA 93030-3906	WEBSITE N/A	GRADES SERVED 6-8
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

Student Population

Explore information about this school's student population.

Enrollment

761

Socioeconomically Disadvantaged

84.8%

English Learners

25.9%

Foster Youth

0.4%

Academic Performance

View Student Assessment Results and other aspects of school performance.

LEARN MORE

English Language Arts

Very Low

70.5 points below standard

EQUITY REPORT

Number of Student Groups in Each Level

5 Very Low	1 Low	0 Medium
0 High	0 Very High	

LEARN MORE

Mathematics

Very Low

134.6 points below standard

EQUITY REPORT

Number of Student Groups in Each Level

5 Very Low	1 Low	0 Medium
0 High	0 Very High	

LEARN MORE

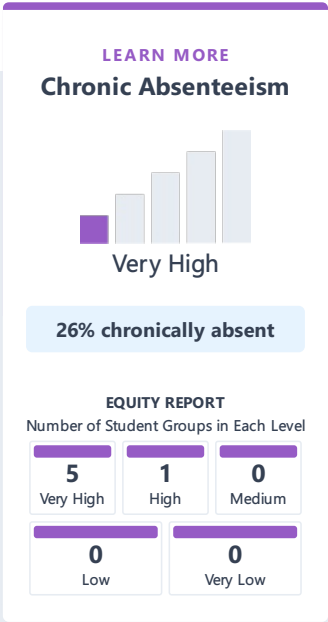
English Learner Progress

High

57.2% making progress towards English language proficiency

Academic Engagement

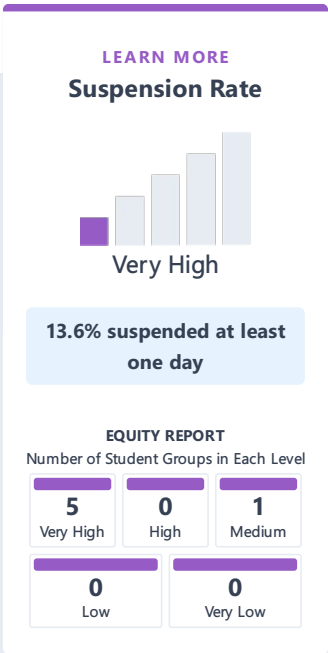
See information that shows how well schools are engaging students in their learning.



FREMONT ACADEMY OF ENVIRONMENTAL SCIENCE & INNOVATIVE DESIGN

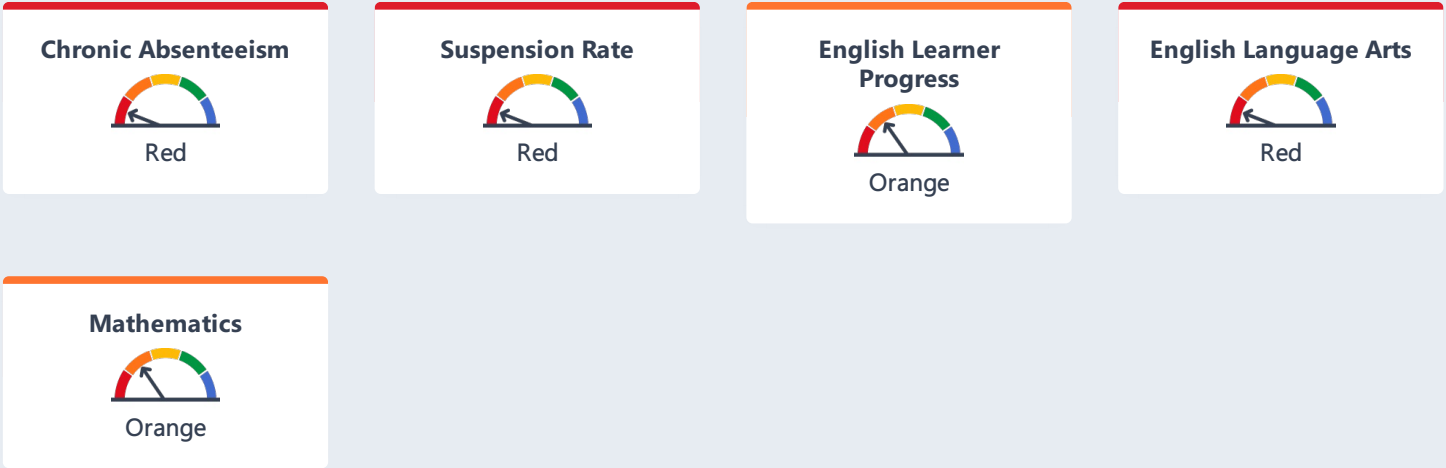
Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.



Fremont Academy of Environmental Science & Innovative Design

Explore the performance of Fremont Academy of Environmental Science & Innovative Design under California's Accountability System.



School Details

NAME Fremont Academy of Environmental Science & Innovative Design	ADDRESS 1130 North M Street Oxnard, CA 93030-3906	WEBSITE N/A	GRADES SERVED 6-8
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

Student Population

Explore information about this school's student population.

--	--	--	--

Enrollment

734

Socioeconomically
Disadvantaged

88.6%

English Learners

24.5%

Foster Youth

0.3%

FREMONT ACADEMY OF ENVIRONMENTAL SCIENCE &
INNOVATIVE DESIGN

Academic Performance

View Student Assessment Results and other aspects of school performance.

[LEARN MORE](#)

English Language Arts



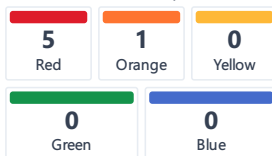
Red

82.1 points below standard

Declined 11.7 Points ▼

EQUITY REPORT

Number of Student Groups in Each Level



[LEARN MORE](#)

Mathematics



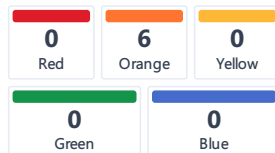
Orange

127.3 points below standard

Increased 7.3 Points ▲

EQUITY REPORT

Number of Student Groups in Each Level



[LEARN MORE](#)

English Learner Progress



Orange

49.3% making progress

Declined 7.9% ▼

FREMONT ACADEMY OF ENVIRONMENTAL SCIENCE &
INNOVATIVE DESIGN

Academic Engagement

See information that shows how well schools are engaging students in their learning.

[LEARN MORE](#)

Chronic Absenteeism



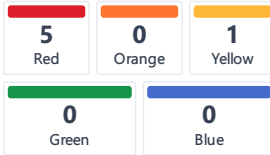
Red

27.6% chronically absent

Increased 1.6% ▲

EQUITY REPORT

Number of Student Groups in Each Level



FREMONT ACADEMY OF ENVIRONMENTAL SCIENCE & INNOVATIVE DESIGN

Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.

[LEARN MORE](#)

Suspension Rate



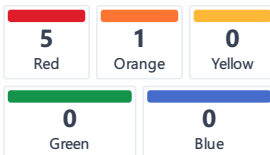
Red

19.1% suspended at least one day

Increased 5.5% ▲

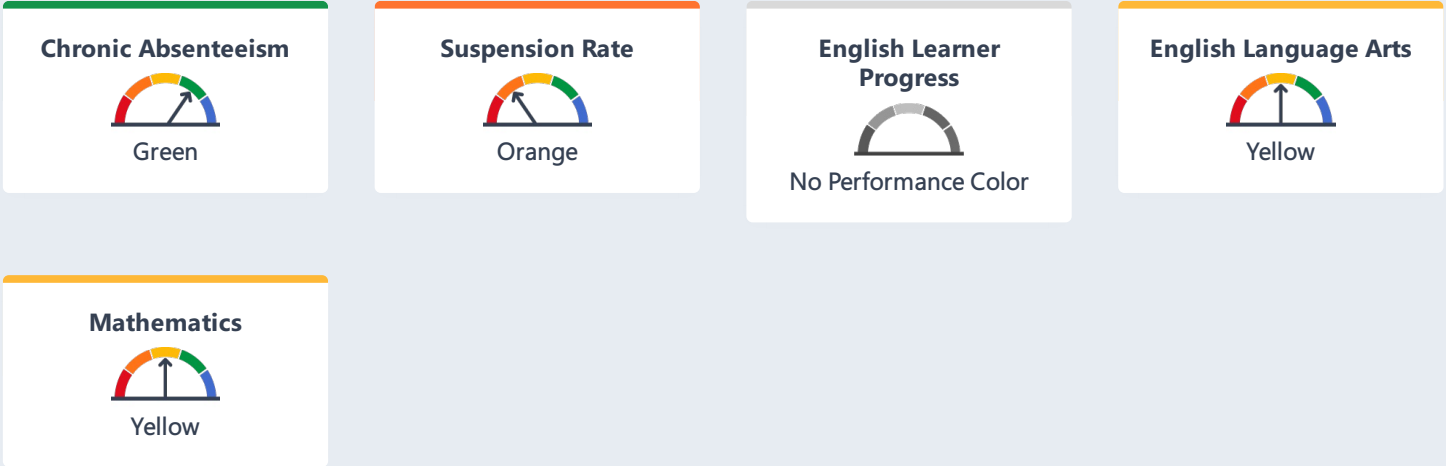
EQUITY REPORT

Number of Student Groups in Each Level



Juan Lagunas Soria Elementary

Explore the performance of Juan Lagunas Soria Elementary under California's Accountability System.

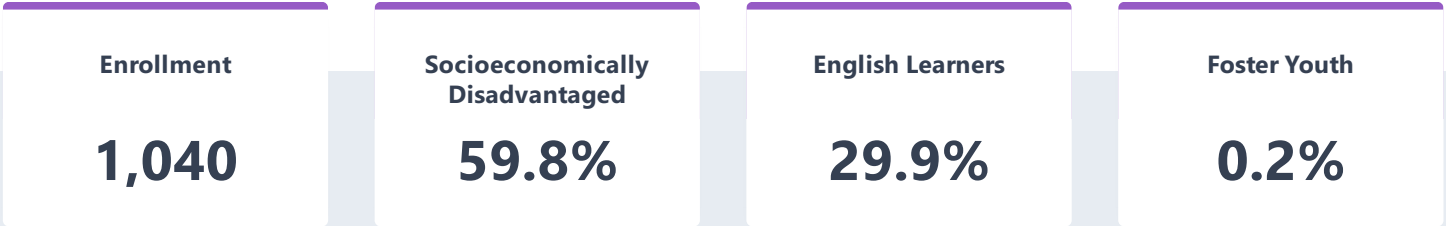


School Details

NAME Juan Lagunas Soria Elementary	ADDRESS 3101 Dunkirk Drive Oxnard, CA 93035-1203	WEBSITE N/A	GRADES SERVED K-8
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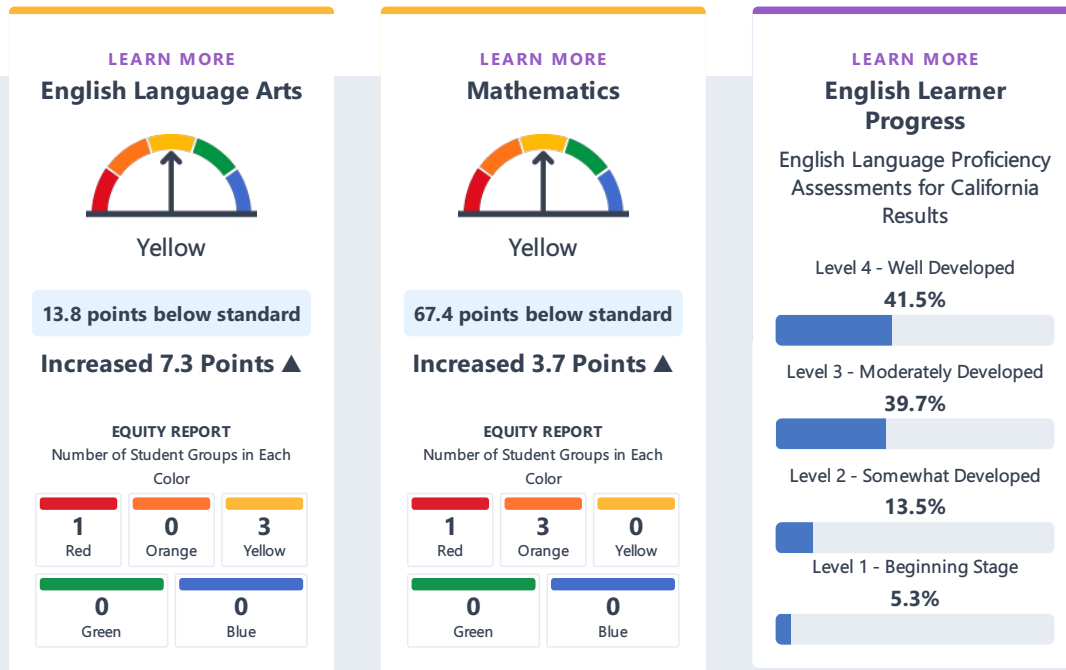
Student Population

Explore information about this school's student population.



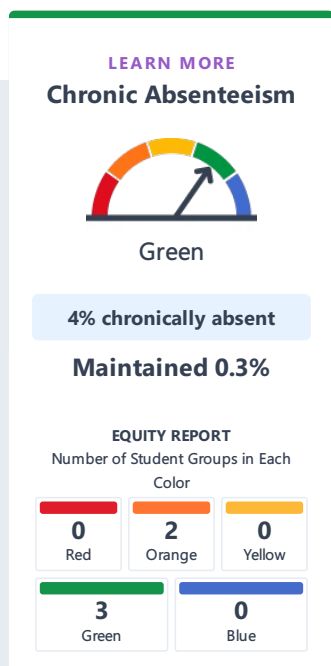
Academic Performance

View Student Assessment Results and other aspects of school performance.



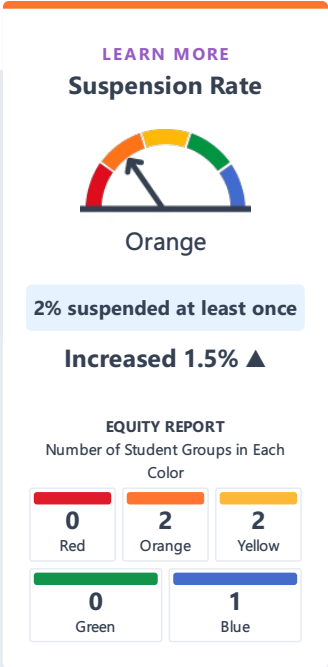
Academic Engagement

See information that shows how well schools are engaging students in their learning.



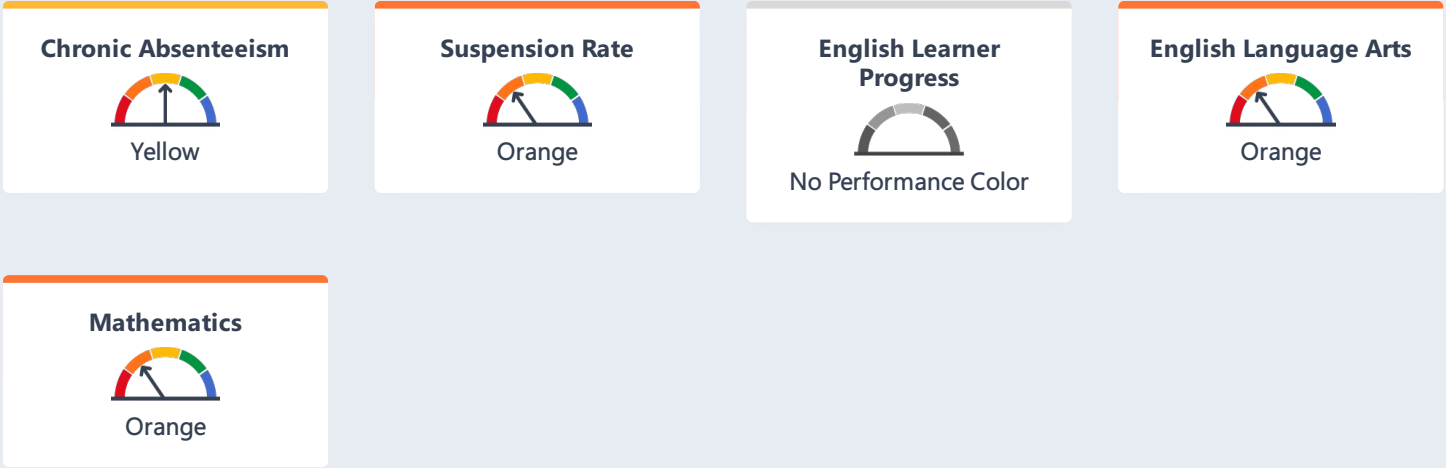
Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.



Juan Lagunas Soria Elementary

Explore the performance of Juan Lagunas Soria Elementary under California's Accountability System.

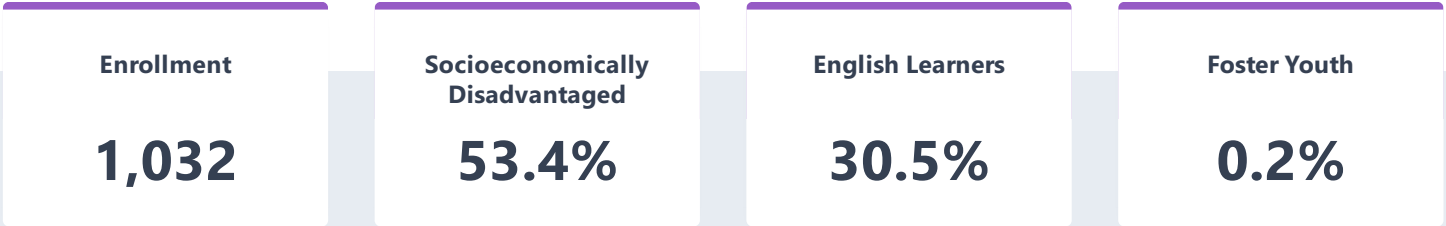


School Details

NAME Juan Lagunas Soria Elementary	ADDRESS 3101 Dunkirk Drive Oxnard, CA 93035-1203	WEBSITE N/A	GRADES SERVED K-8
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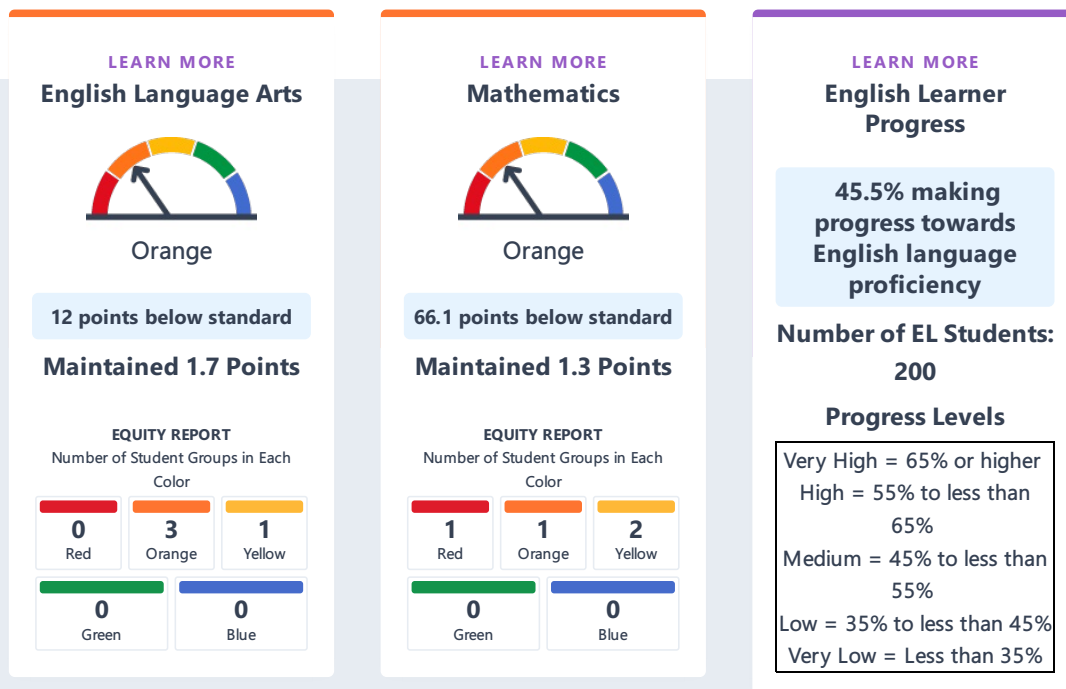
Student Population

Explore information about this school's student population.



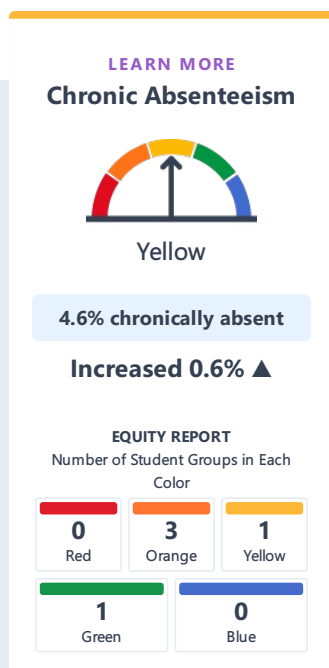
Academic Performance

View Student Assessment Results and other aspects of school performance.



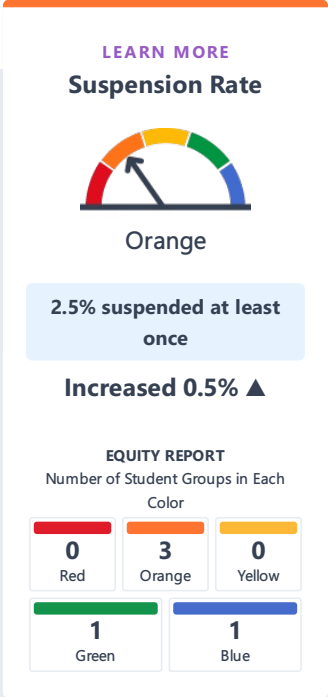
Academic Engagement

See information that shows how well schools are engaging students in their learning.



Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.



Juan Lagunas Soria Elementary

Explore the performance of Juan Lagunas Soria Elementary under California's Accountability System.

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School Details

NAME Juan Lagunas Soria Elementary	ADDRESS 3101 Dunkirk Drive Oxnard, CA 93035-1203	WEBSITE N/A	GRADES SERVED K-8
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

JUAN LAGUNAS SORIA ELEMENTARY

Student Population

Explore information about this school's student population.

Enrollment 983	Socioeconomically Disadvantaged 67.9%	English Learners 26.3%	Foster Youth 0.4%
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Juan Lagunas Soria Elementary

Explore the performance of Juan Lagunas Soria Elementary under California's Accountability System.

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School Details

NAME Juan Lagunas Soria Elementary	ADDRESS 3101 Dunkirk Drive Oxnard, CA 93035-1203	WEBSITE N/A	GRADES SERVED K-8
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

JUAN LAGUNAS SORIA ELEMENTARY

Student Population

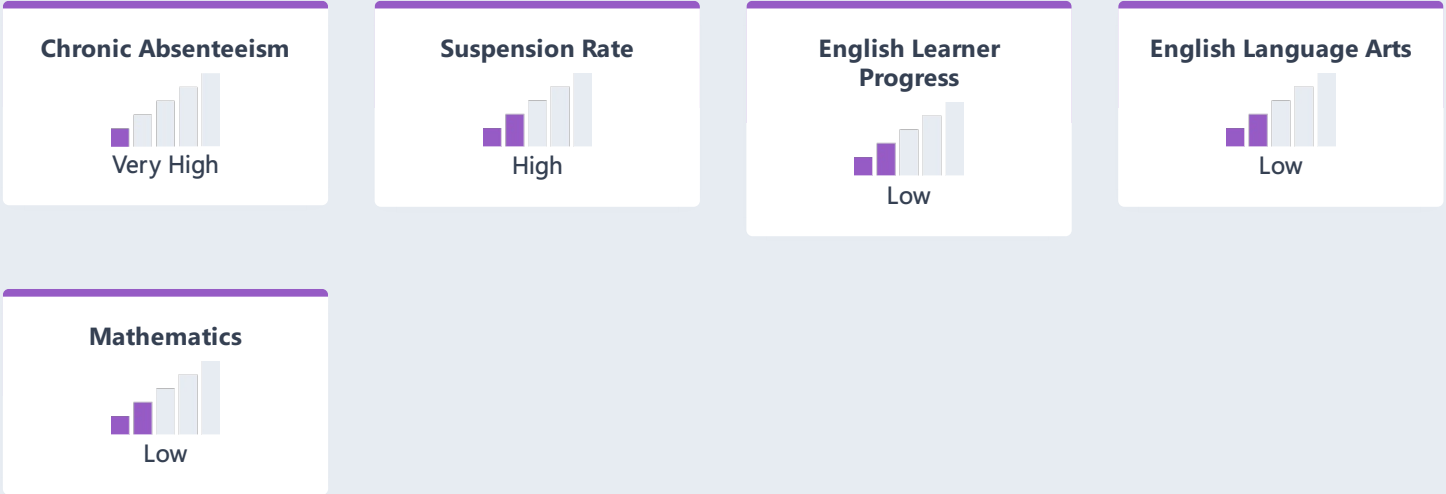
Explore information about this school's student population.

Enrollment 953	Socioeconomically Disadvantaged 72.2%	English Learners 27.3%	Foster Youth 0.5%
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Juan Lagunas Soria Elementary

Explore the performance of Juan Lagunas Soria Elementary under California's Accountability System.

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).



School Details

NAME Juan Lagunas Soria Elementary	ADDRESS 3101 Dunkirk Drive Oxnard, CA 93035-1203	WEBSITE N/A	GRADES SERVED K-8
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

Explore information about this school's student population.

Enrollment

929

Socioeconomically Disadvantaged

72.1%

English Learners

30.5%

Foster Youth

0.1%

JUAN LAGUNAS SORIA ELEMENTARY

Academic Performance

View Student Assessment Results and other aspects of school performance.

LEARN MORE

English Language Arts

Low

10.9 points below standard

EQUITY REPORT

Number of Student Groups in Each Level

1	3	0
Very Low	Low	Medium
0	0	
High	Very High	

LEARN MORE

Mathematics

Low

68.4 points below standard

EQUITY REPORT

Number of Student Groups in Each Level

1	3	0
Very Low	Low	Medium
0	0	
High	Very High	

LEARN MORE

English Learner Progress

Low

64.3% making progress towards English language proficiency

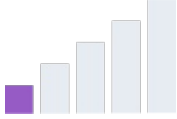
JUAN LAGUNAS SORIA ELEMENTARY

Academic Engagement

See information that shows how well schools are engaging students in their learning.

LEARN MORE

Chronic Absenteeism



Very High

20.1% chronically absent

EQUITY REPORT

Number of Student Groups in Each Level

3 Very High	2 High	0 Medium
0 Low	0 Very Low	

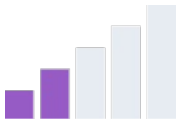
JUAN LAGUNAS SORIA ELEMENTARY

Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.

LEARN MORE

Suspension Rate



High

3.1% suspended at least one day

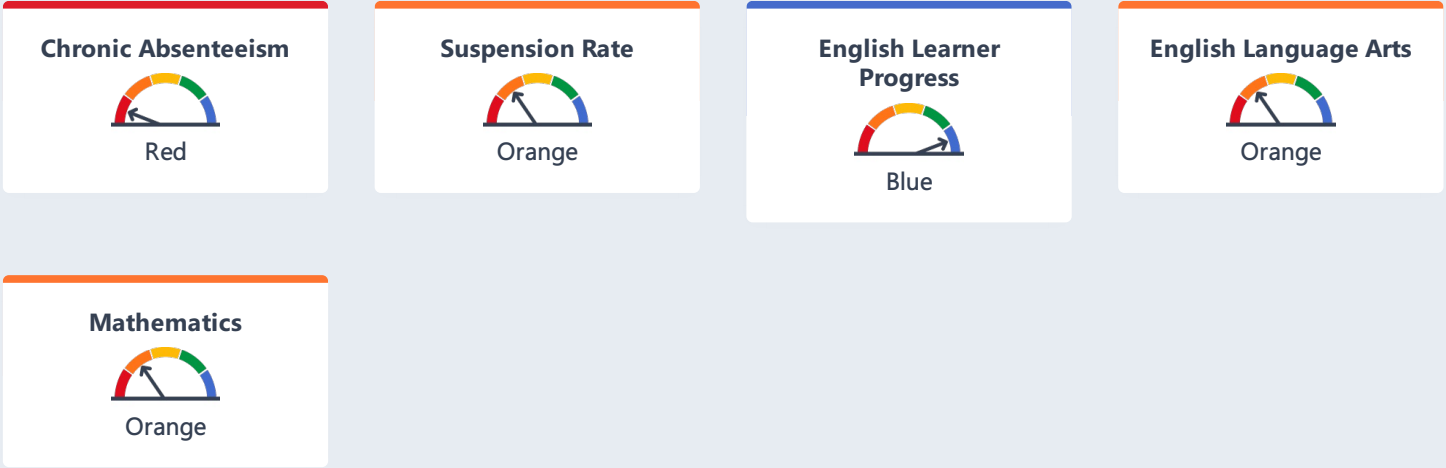
EQUITY REPORT

Number of Student Groups in Each Level

0 Very High	2 High	1 Medium
0 Low	2 Very Low	

Juan Lagunas Soria Elementary

Explore the performance of Juan Lagunas Soria Elementary under California's Accountability System.



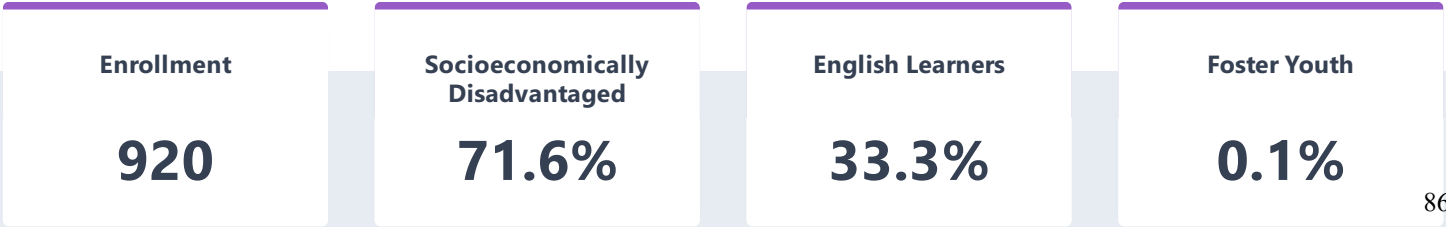
School Details

NAME Juan Lagunas Soria Elementary	ADDRESS 3101 Dunkirk Drive Oxnard, CA 93035-1203	WEBSITE N/A	GRADES SERVED K-8
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

JUAN LAGUNAS SORIA ELEMENTARY

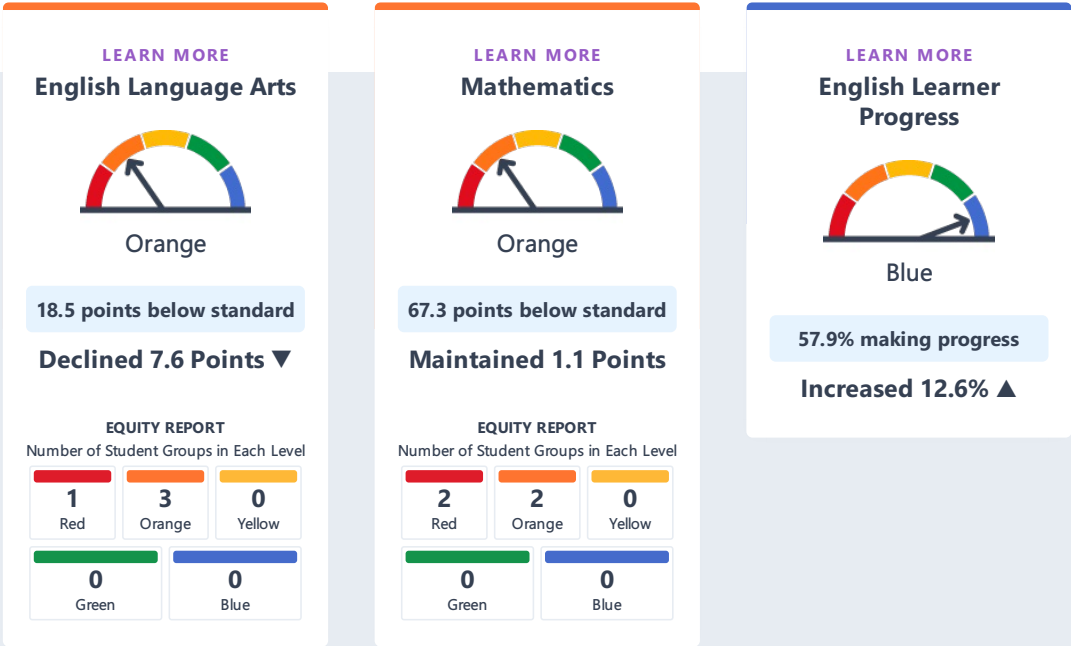
Student Population

Explore information about this school's student population.



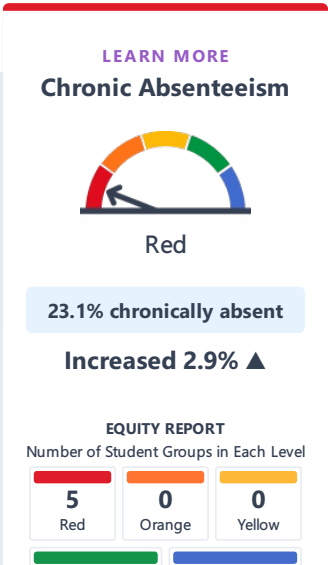
Academic Performance

View Student Assessment Results and other aspects of school performance.



Academic Engagement

See information that shows how well schools are engaging students in their learning.



0

Green

0

Blue

JUAN LAGUNAS SORIA ELEMENTARY

Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.

[LEARN MORE](#)

Suspension Rate



Orange

5% suspended at least one day

Increased 1.9% ▲

EQUITY REPORT

Number of Student Groups in Each Level

4

Red

1

Orange

0

Yellow

0

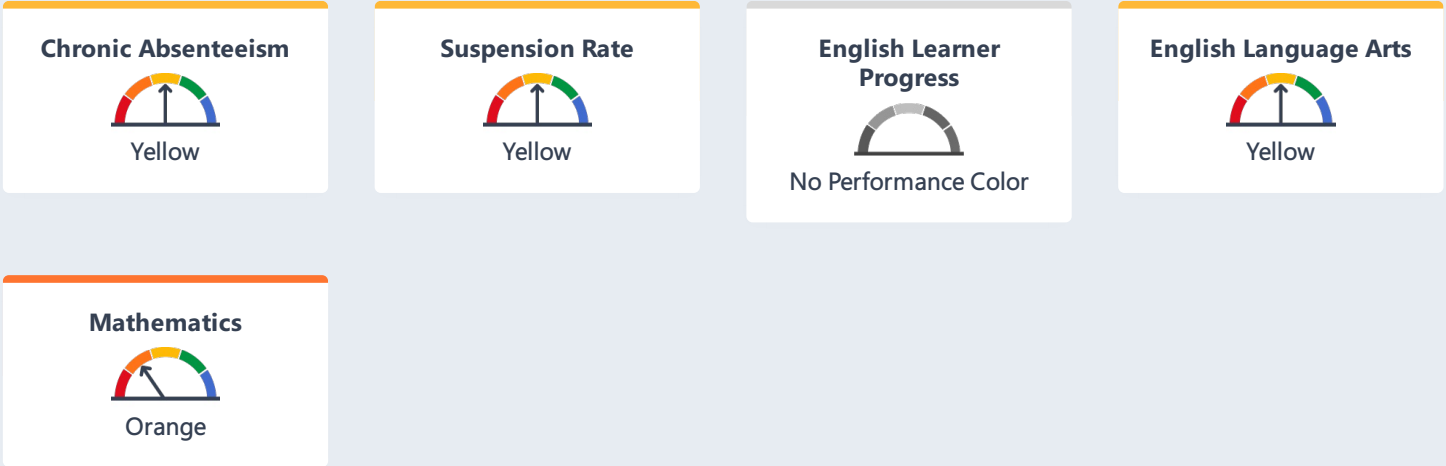
Green

0

Blue

Thurgood Marshall Elementary

Explore the performance of Thurgood Marshall Elementary under California's Accountability System.



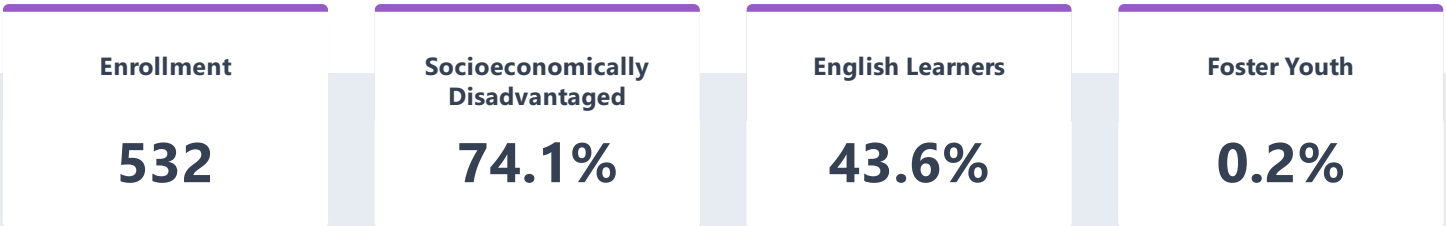
School Details

NAME Thurgood Marshall Elementary	ADDRESS 2900 Thurgood Marshall Drive Oxnard, CA 93036-6349	WEBSITE http://www.oxnardsd.org	GRADES SERVED K-5
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THURGOOD MARSHALL ELEMENTARY

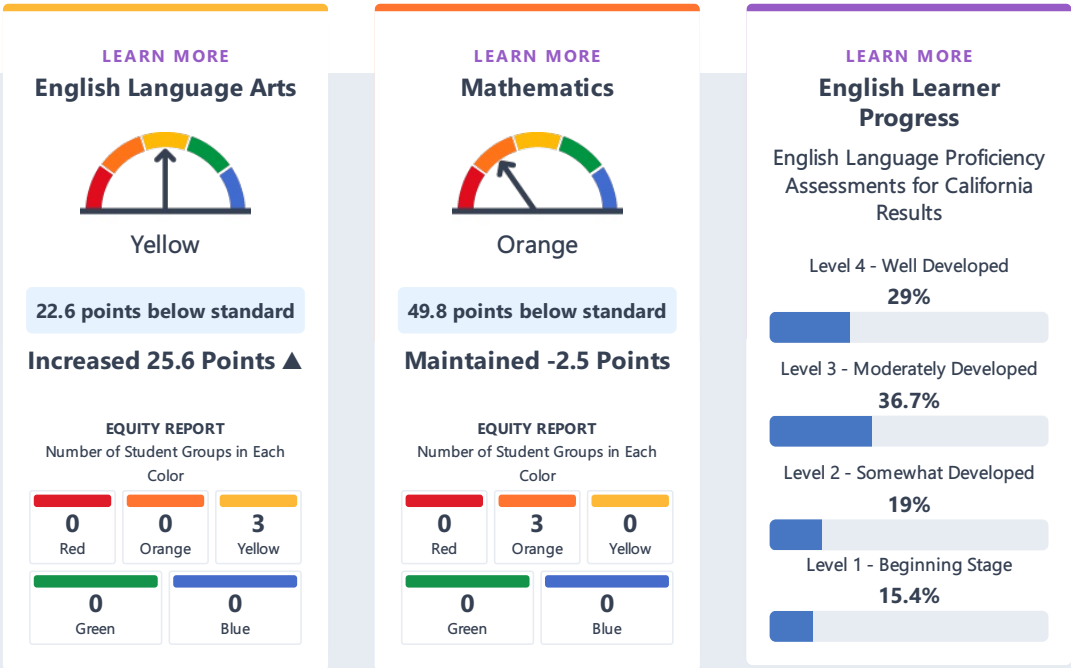
Student Population

Explore information about this school's student population.



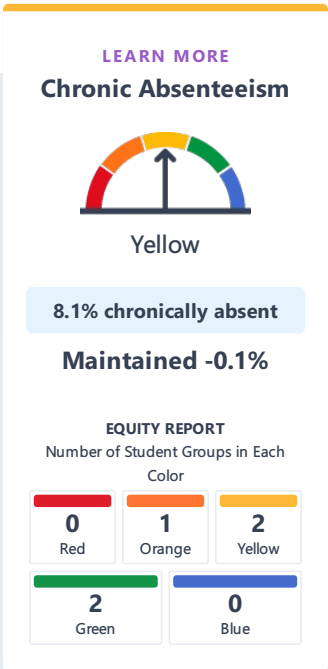
Academic Performance

View Student Assessment Results and other aspects of school performance.



Academic Engagement

See information that shows how well schools are engaging students in their learning.



Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.

LEARN MORE

Suspension Rate



Yellow

0.7% suspended at least once

Increased 0.7% ▲

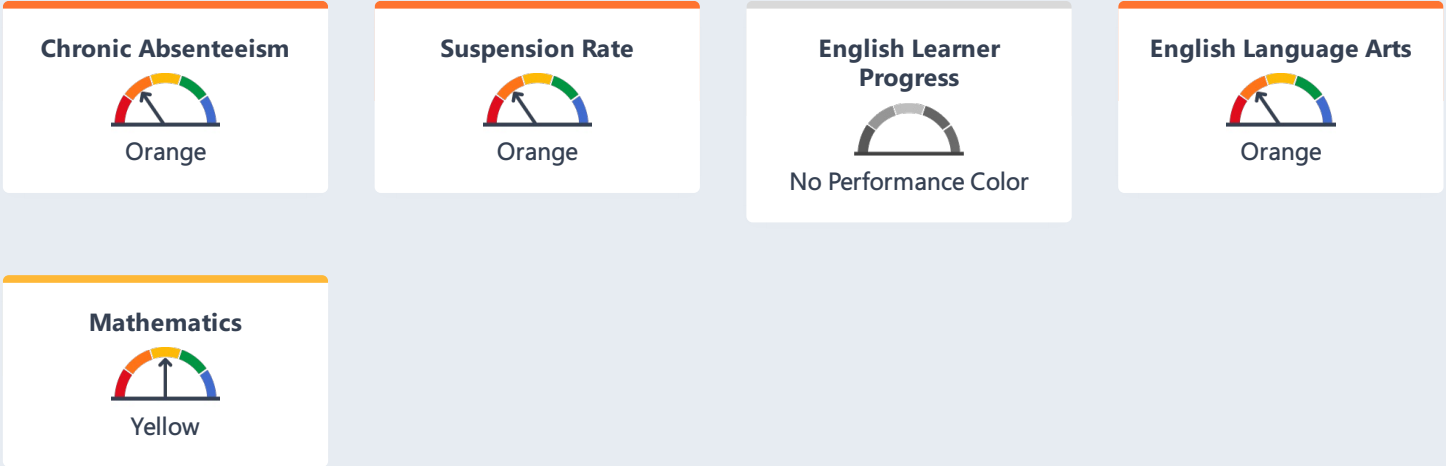
EQUITY REPORT

Number of Student Groups in Each Color

0 Red	0 Orange	2 Yellow
1 Green	2 Blue	

Thurgood Marshall Elementary

Explore the performance of Thurgood Marshall Elementary under California's Accountability System.



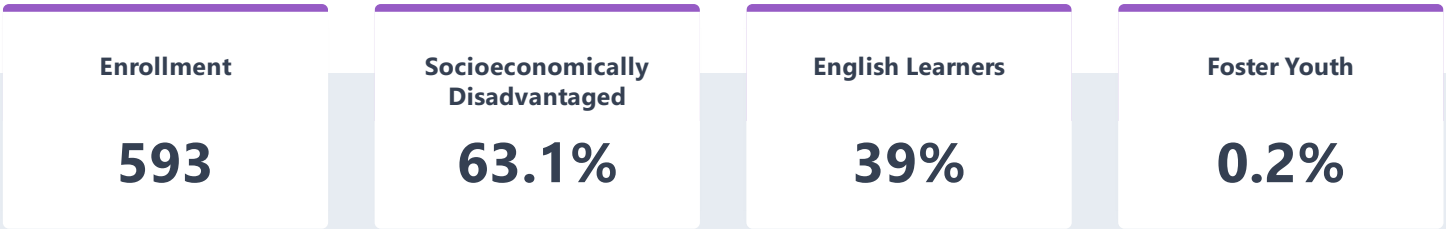
School Details

NAME Thurgood Marshall Elementary	ADDRESS 2900 Thurgood Marshall Drive Oxnard, CA 93036-6349	WEBSITE http://www.oxnardsd.org	GRADES SERVED K-5
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THURGOOD MARSHALL ELEMENTARY

Student Population

Explore information about this school's student population.



Academic Performance

View Student Assessment Results and other aspects of school performance.

LEARN MORE

English Language Arts



Orange

21.8 points below standard

Maintained 0.5 Points

EQUITY REPORT

Number of Student Groups in Each Color

1 Red	3 Orange	0 Yellow
0 Green	0 Blue	

LEARN MORE

Mathematics



Yellow

43.2 points below standard

Increased 6.1 Points ▲

EQUITY REPORT

Number of Student Groups in Each Color

1 Red	1 Orange	2 Yellow
0 Green	0 Blue	

LEARN MORE

English Learner Progress

61.9% making progress towards English language proficiency

Number of EL Students: 155

Progress Levels

Very High = 65% or higher

High = 55% to less than 65%

Medium = 45% to less than 55%

Low = 35% to less than 45%

Very Low = Less than 35%

Academic Engagement

See information that shows how well schools are engaging students in their learning.

LEARN MORE

Chronic Absenteeism



Orange

9.9% chronically absent

Increased 1.9% ▲

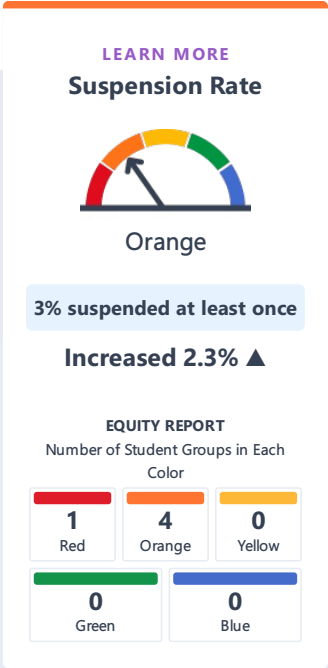
EQUITY REPORT

Number of Student Groups in Each Color

1 Red	3 Orange	0 Yellow
1 Green	0 Blue	

Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.



Thurgood Marshall Elementary

Explore the performance of Thurgood Marshall Elementary under California's Accountability System.

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School Details

NAME Thurgood Marshall Elementary	ADDRESS 2900 Thurgood Marshall Drive Oxnard, CA 93036-6349	WEBSITE http://www.oxnardsd.org	GRADES SERVED K-8
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

THURGOOD MARSHALL ELEMENTARY

Student Population

Explore information about this school's student population.

Enrollment 719	Socioeconomically Disadvantaged 73.6%	English Learners 28.8%	Foster Youth 0.1%
------------------------------	---	--------------------------------------	---------------------------------

Thurgood Marshall Elementary

Explore the performance of Thurgood Marshall Elementary under California's Accountability System.

Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 Dashboard. However, available data that would have been included in the Dashboard are reported on the Department's web site if they were determined to be valid and reliable. Information regarding the reporting status of data is available at [COVID-19 and Data Reporting](#) and the [COVID-19 Accountability FAQs](#).

School Details

NAME Thurgood Marshall Elementary	ADDRESS 2900 Thurgood Marshall Drive Oxnard, CA 93036-6349	WEBSITE http://www.oxnardsd.org	GRADES SERVED K-8
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

THURGOOD MARSHALL ELEMENTARY

Student Population

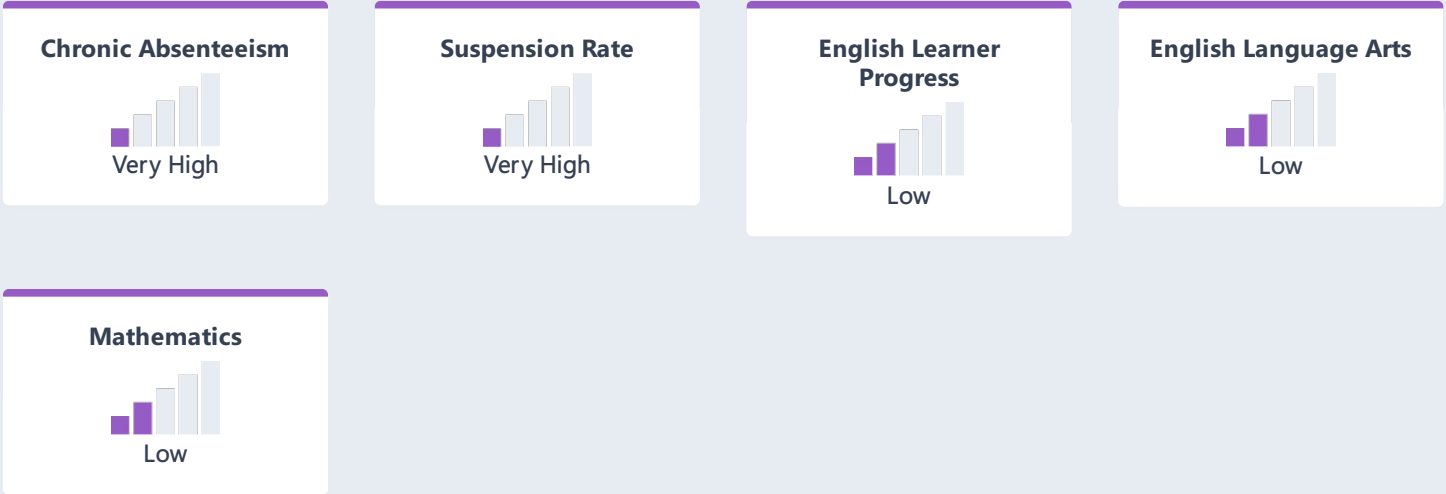
Explore information about this school's student population.

Enrollment 798	Socioeconomically Disadvantaged 78.7%	English Learners 22.8%	Foster Youth 0.5%
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Thurgood Marshall Elementary

Explore the performance of Thurgood Marshall Elementary under California's Accountability System.

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).



School Details

NAME Thurgood Marshall Elementary	ADDRESS 2900 Thurgood Marshall Drive Oxnard, CA 93036-6349	WEBSITE http://www.oxnardsd.org	GRADES SERVED K-8
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

Explore information about this school's student population.

Enrollment

779

Socioeconomically Disadvantaged

75.4%

English Learners

24.8%

Foster Youth

0%

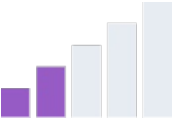
THURGOOD MARSHALL ELEMENTARY

Academic Performance

View Student Assessment Results and other aspects of school performance.

LEARN MORE

English Language Arts



Low

35.2 points below standard

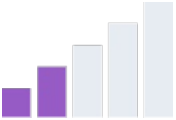
EQUITY REPORT

Number of Student Groups in Each Level

1 Very Low	3 Low	1 Medium
0 High	0 Very High	

LEARN MORE

Mathematics



Low

89.2 points below standard

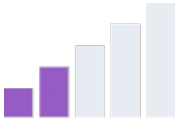
EQUITY REPORT

Number of Student Groups in Each Level

4 Very Low	1 Low	0 Medium
0 High	0 Very High	

LEARN MORE

English Learner Progress



Low

63.4% making progress towards English language proficiency

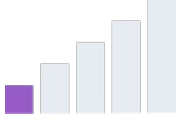
THURGOOD MARSHALL ELEMENTARY

Academic Engagement

See information that shows how well schools are engaging students in their learning.

LEARN MORE

Chronic Absenteeism



Very High

32% chronically absent

EQUITY REPORT

Number of Student Groups in Each Level

6 Very High	0 High	0 Medium
0 Low	0 Very Low	

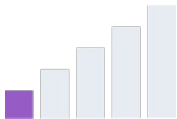
THURGOOD MARSHALL ELEMENTARY

Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.

LEARN MORE

Suspension Rate



Very High

7.6% suspended at least one day

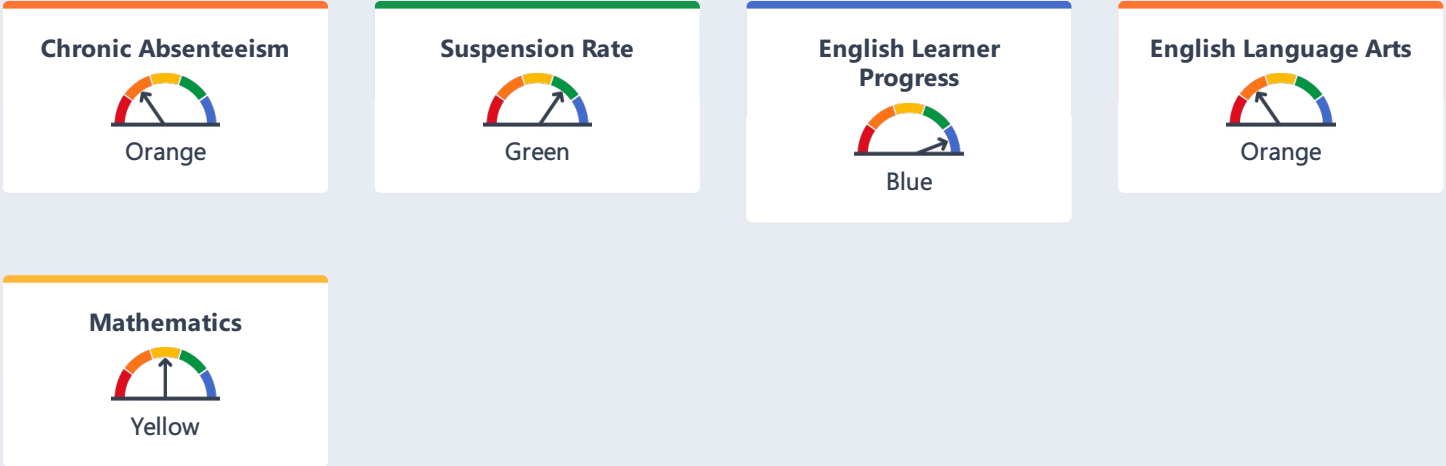
EQUITY REPORT

Number of Student Groups in Each Level

4 Very High	1 High	0 Medium
0 Low	1 Very Low	

Thurgood Marshall Elementary

Explore the performance of Thurgood Marshall Elementary under California's Accountability System.



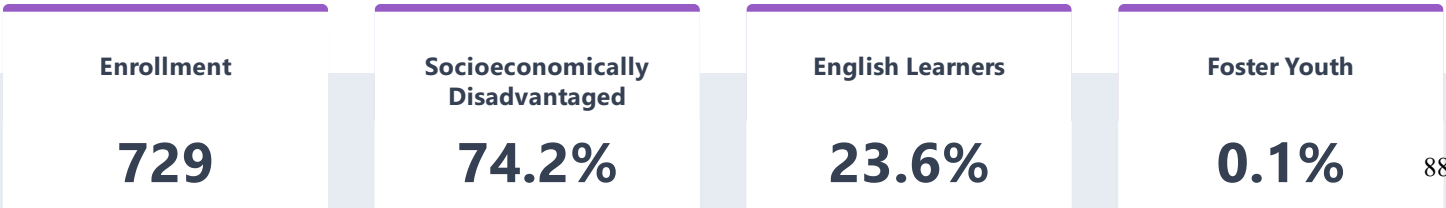
School Details

NAME Thurgood Marshall Elementary	ADDRESS 2900 Thurgood Marshall Drive Oxnard, CA 93036-6349	WEBSITE http://www.oxnardsd.org	GRADES SERVED K-8
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

THURGOOD MARSHALL ELEMENTARY

Student Population

Explore information about this school's student population.



Academic Performance

View Student Assessment Results and other aspects of school performance.

LEARN MORE

English Language Arts



Orange

35.6 points below standard

Maintained -0.4 Points

EQUITY REPORT
Number of Student Groups in Each Level

0 Red	5 Orange	0 Yellow
0 Green	0 Blue	

LEARN MORE

Mathematics



Yellow

80.3 points below standard

Increased 8.9 Points ▲

EQUITY REPORT
Number of Student Groups in Each Level

2 Red	0 Orange	3 Yellow
0 Green	0 Blue	

LEARN MORE

English Learner Progress



Blue

60% making progress

Increased 20.2% ▲

Academic Engagement

See information that shows how well schools are engaging students in their learning.

LEARN MORE

Chronic Absenteeism



Orange

29.7% chronically absent

Declined 2.3% ▼

EQUITY REPORT
Number of Student Groups in Each Level

0	2	4
---	---	---

Red	Orange	Yellow
0	0	
Green	Blue	

THURGOOD MARSHALL ELEMENTARY

Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.

LEARN MORE

Suspension Rate

Green

2.7% suspended at least one day

Declined 4.8% ▼

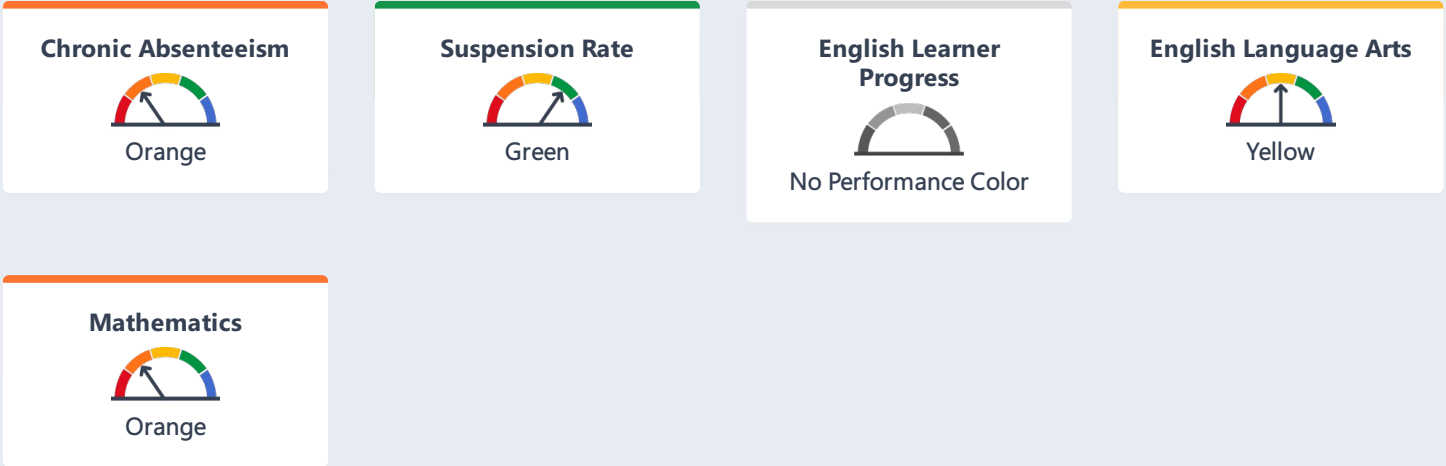
EQUITY REPORT

Number of Student Groups in Each Level

1	1	1
Red	Orange	Yellow
3	0	
Green	Blue	

Christa McAuliffe Elementary

Explore the performance of Christa McAuliffe Elementary under California's Accountability System.

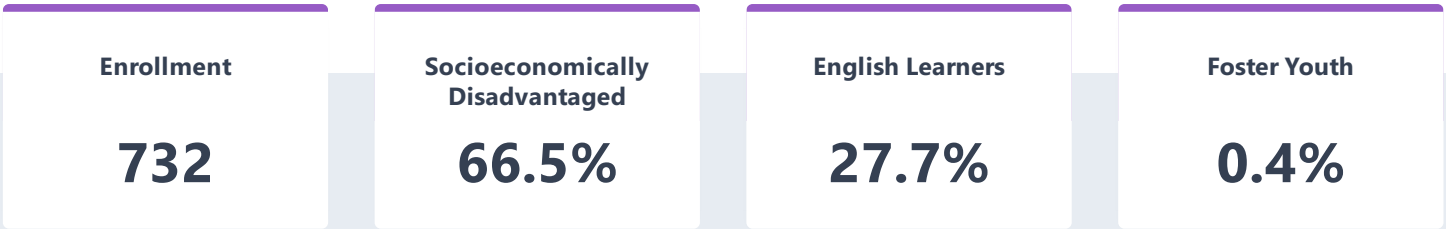


School Details

NAME Christa McAuliffe Elementary	ADDRESS 3300 West Via Marina Avenue Oxnard, CA 93035-2440	WEBSITE N/A	GRADES SERVED K-5
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Student Population

Explore information about this school's student population.



Academic Performance

View Student Assessment Results and other aspects of school performance.

LEARN MORE

English Language Arts



Yellow

39.2 points below standard

Increased 7.9 Points ▲

EQUITY REPORT

Number of Student Groups in Each Color

0

Red

0

Orange

4

Yellow

0

Green

0

Blue

LEARN MORE

Mathematics



Orange

72.3 points below standard

Declined 4.6 Points ▼

EQUITY REPORT

Number of Student Groups in Each Color

0

Red

3

Orange

1

Yellow

0

Green

0

Blue

LEARN MORE

English Learner Progress

English Language Proficiency Assessments for California Results

Level 4 - Well Developed

35.9%

Level 3 - Moderately Developed

38.1%

Level 2 - Somewhat Developed

13.3%

Level 1 - Beginning Stage

12.7%

Academic Engagement

See information that shows how well schools are engaging students in their learning.

LEARN MORE

Chronic Absenteeism



Orange

11.1% chronically absent

Maintained -0.4%

EQUITY REPORT

Number of Student Groups in Each Color

0

Red

3

Orange

2

Yellow

0

Green

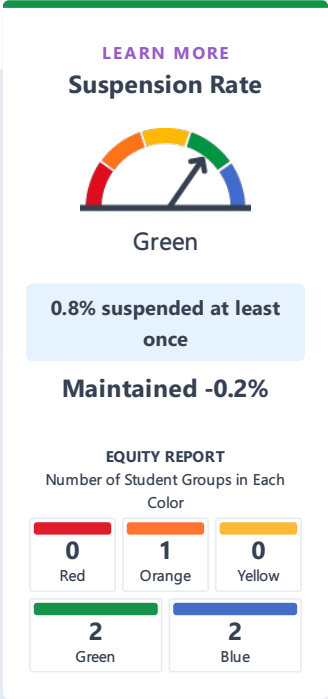
0

Blue

CHRISTA MCAULIFFE ELEMENTARY

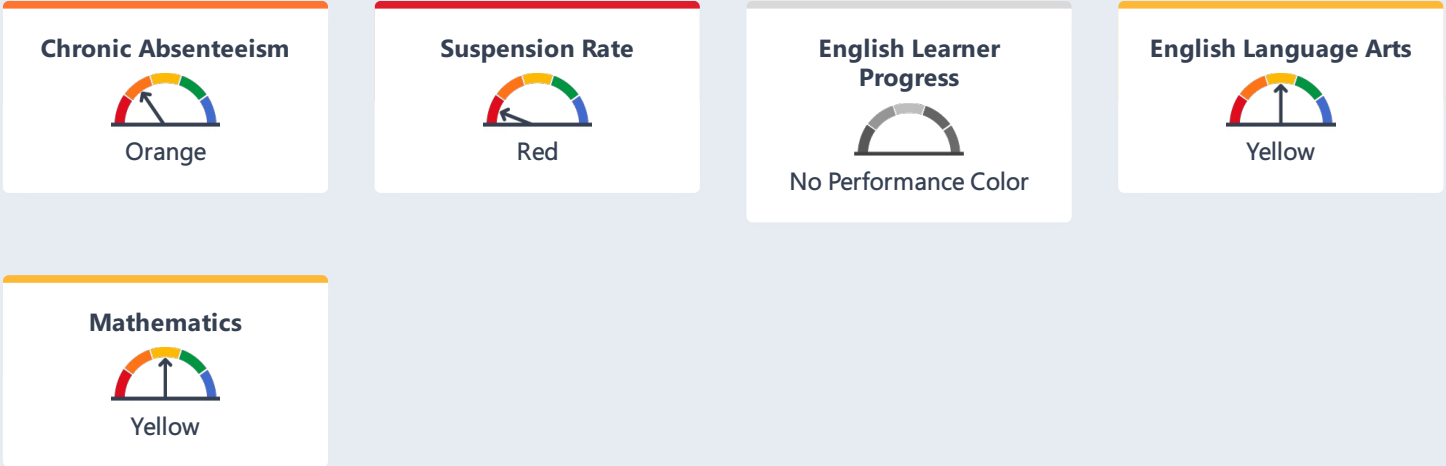
Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.



Christa McAuliffe Elementary

Explore the performance of Christa McAuliffe Elementary under California's Accountability System.

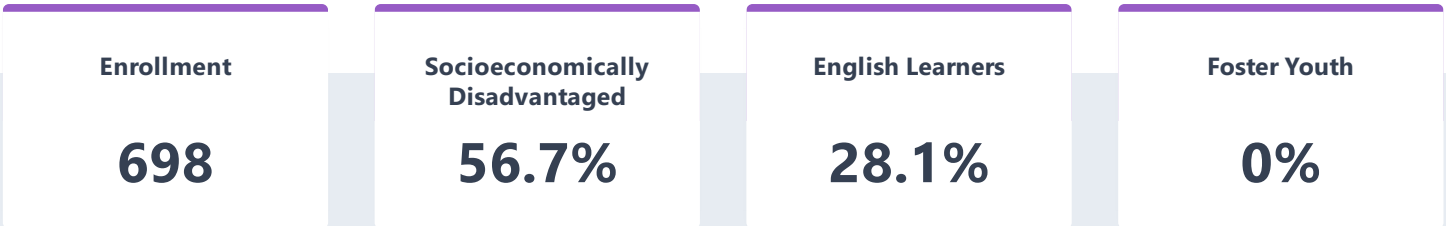


School Details

NAME Christa McAuliffe Elementary	ADDRESS 3300 West Via Marina Avenue Oxnard, CA 93035-2440	WEBSITE N/A	GRADES SERVED K-5
--	---	------------------------	------------------------------

CHRISTA MCAULIFFE ELEMENTARY Student Population

Explore information about this school's student population.



Academic Performance

View Student Assessment Results and other aspects of school performance.

LEARN MORE

English Language Arts



Yellow

21.1 points below standard

Increased 17.7 Points ▲

EQUITY REPORT

Number of Student Groups in Each Color

0 Red	1 Orange	4 Yellow
0 Green	0 Blue	

LEARN MORE

Mathematics



Yellow

56 points below standard

Increased 14.6 Points ▲

EQUITY REPORT

Number of Student Groups in Each Color

1 Red	0 Orange	3 Yellow
1 Green	0 Blue	

LEARN MORE

English Learner Progress

62.2% making progress towards English language proficiency

Number of EL Students: 119

Progress Levels

Very High = 65% or higher

High = 55% to less than 65%

Medium = 45% to less than 55%

Low = 35% to less than 45%

Very Low = Less than 35%

Academic Engagement

See information that shows how well schools are engaging students in their learning.

LEARN MORE

Chronic Absenteeism



Orange

12.8% chronically absent

Increased 1.7% ▲

EQUITY REPORT

Number of Student Groups in Each Color

1 Red	4 Orange	0 Yellow
0 Green	0 Blue	

Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.

LEARN MORE

Suspension Rate



Red

3.3% suspended at least once

Increased 2.5% ▲

EQUITY REPORT

Number of Student Groups in Each Color

1 Red	4 Orange	0 Yellow
0 Green	0 Blue	

Christa McAuliffe Elementary

Explore the performance of Christa McAuliffe Elementary under California's Accountability System.

Due to the COVID-19 pandemic, state law has suspended the reporting of state and local indicators on the 2020 Dashboard. However, available data that would have been included in the Dashboard are reported on the Department's web site if they were determined to be valid and reliable. More information regarding 2020 accountability is available on the [2020 COVID-19 Accountability FAQs](#) web page.

School Details

NAME Christa McAuliffe Elementary	ADDRESS 3300 West Via Marina Avenue Oxnard, CA 93035-2440	WEBSITE N/A	GRADES SERVED K-5
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

CHRISTA MCAULIFFE ELEMENTARY

Student Population

Explore information about this school's student population.

Enrollment 633	Socioeconomically Disadvantaged 73.1%	English Learners 23.5%	Foster Youth 0.6%
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Christa McAuliffe Elementary

Explore the performance of Christa McAuliffe Elementary under California's Accountability System.

Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 Dashboard. However, available data that would have been included in the Dashboard are reported on the Department's web site if they were determined to be valid and reliable. Information regarding the reporting status of data is available at [COVID-19 and Data Reporting](#) and the [COVID-19 Accountability FAQs](#).

School Details

NAME Christa McAuliffe Elementary	ADDRESS 3300 West Via Marina Avenue Oxnard, CA 93035-2440	WEBSITE N/A	GRADES SERVED K-5
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

CHRISTA MCAULIFFE ELEMENTARY

Student Population

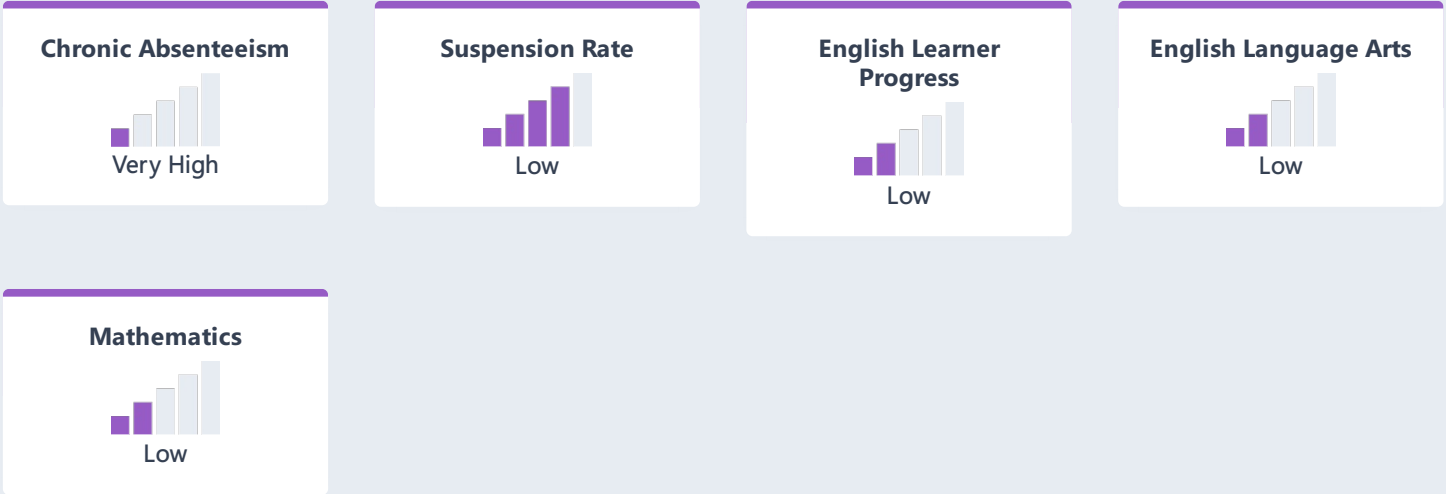
Explore information about this school's student population.

Enrollment 593	Socioeconomically Disadvantaged 80.8%	English Learners 22.6%	Foster Youth 1.2%
---------------------------------	--	---	------------------------------------

Christa McAuliffe Elementary

Explore the performance of Christa McAuliffe Elementary under California's Accountability System.

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).



School Details

NAME Christa McAuliffe Elementary	ADDRESS 3300 West Via Marina Avenue Oxnard, CA 93035-2440	WEBSITE N/A	GRADES SERVED K-5
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

Explore information about this school's student population.

Enrollment

534

Socioeconomically Disadvantaged

78.5%

English Learners

25.3%

Foster Youth

0.7%

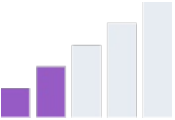
CHRISTA MCAULIFFE ELEMENTARY

Academic Performance

View Student Assessment Results and other aspects of school performance.

LEARN MORE

English Language Arts



Low

31.1 points below standard

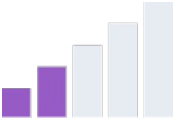
EQUITY REPORT

Number of Student Groups in Each Level

1 Very Low	3 Low	0 Medium
0 High	0 Very High	

LEARN MORE

Mathematics



Low

57 points below standard

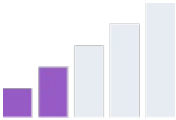
EQUITY REPORT

Number of Student Groups in Each Level

1 Very Low	3 Low	0 Medium
0 High	0 Very High	

LEARN MORE

English Learner Progress



Low

57.6% making progress towards English language proficiency

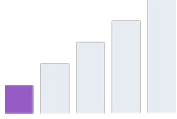
CHRISTA MCAULIFFE ELEMENTARY

Academic Engagement

See information that shows how well schools are engaging students in their learning.

LEARN MORE

Chronic Absenteeism



Very High

44.8% chronically absent

EQUITY REPORT

Number of Student Groups in Each Level

6 Very High	0 High	0 Medium
0 Low	0 Very Low	

CHRISTA MCAULIFFE ELEMENTARY

Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.

LEARN MORE

Suspension Rate



Low

0.7% suspended at least one day

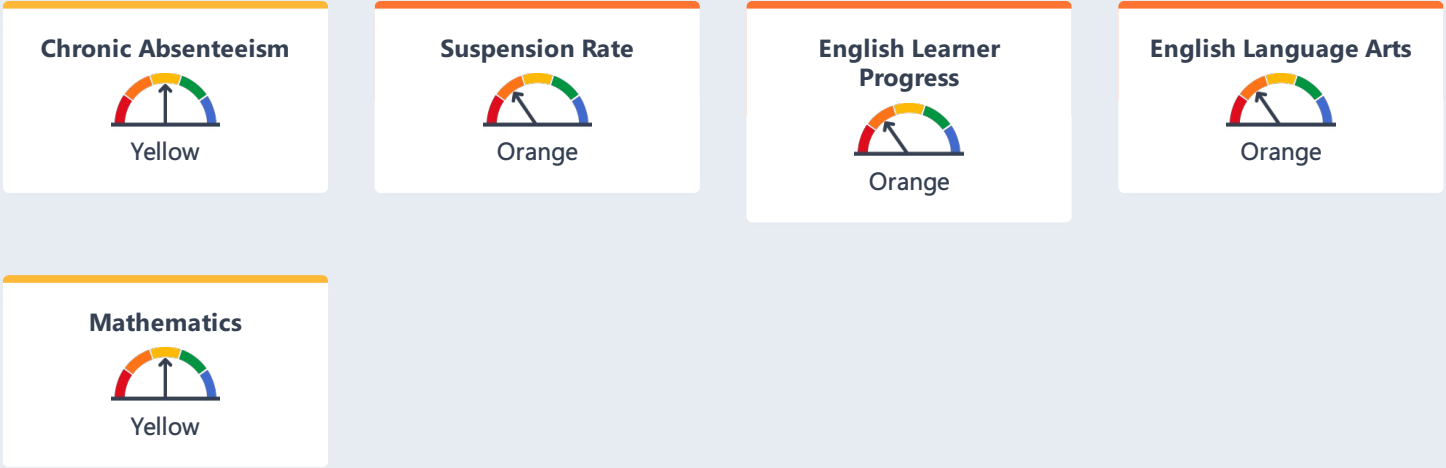
EQUITY REPORT

Number of Student Groups in Each Level

0 Very High	0 High	1 Medium
3 Low	2 Very Low	

Christa McAuliffe Elementary

Explore the performance of Christa McAuliffe Elementary under California's Accountability System.

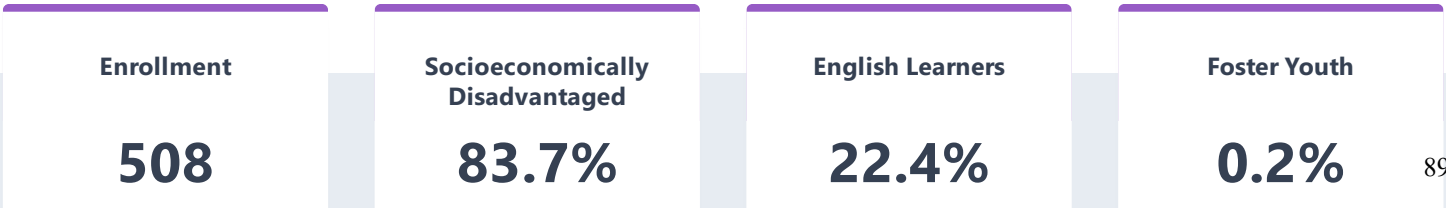


School Details

NAME Christa McAuliffe Elementary	ADDRESS 3300 West Via Marina Avenue Oxnard, CA 93035-2440	WEBSITE N/A	GRADES SERVED K-5
CHARTER No	DASHBOARD ALTERNATIVE SCHOOLS STATUS No		

CHRISTA MCAULIFFE ELEMENTARY Student Population

Explore information about this school's student population.



Academic Performance

View Student Assessment Results and other aspects of school performance.

LEARN MORE

English Language Arts



Orange

38.1 points below standard

Declined 7 Points ▼

EQUITY REPORT

Number of Student Groups in Each Level

0 Red	4 Orange	0 Yellow
0 Green	0 Blue	

LEARN MORE

Mathematics



Yellow

45.2 points below standard

Increased 11.8 Points ▲

EQUITY REPORT

Number of Student Groups in Each Level

0 Red	0 Orange	4 Yellow
0 Green	0 Blue	

LEARN MORE

English Learner Progress



Orange

40.8% making progress

Declined 3.3% ▼

Academic Engagement

See information that shows how well schools are engaging students in their learning.

LEARN MORE

Chronic Absenteeism



Yellow

35.6% chronically absent

Declined 9.2% ▼

EQUITY REPORT

Number of Student Groups in Each Level

0	4	2
---	---	---

Red	Orange	Yellow
0	0	
Green	Blue	

CHRISTA MCAULIFFE ELEMENTARY

Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.

LEARN MORE

Suspension Rate

Orange

1.8% suspended at least one day

Increased 1.2% ▲

EQUITY REPORT

Number of Student Groups in Each Level

0	4	0
Red	Orange	Yellow
2	0	
Green	Blue	

2024-2025 Estimated Enrollment

Schools	Total
Fremont Academy	647
Juan Lagunas Soria	875
Marshall Elementary	686
McAuliffe Elementary	459

School Capacity

School	Total		Total Capacity
	Permanent Classrooms	State Loading¹	
Christa McAuliffe Elementary	30	25	750
Thurgood Marshall Elementary	38	26	988
Juan Lagunas Soria Elementary	37	26	962
Fremont Academy of Environmental Science & Innovative Design	35	27	945

Notes

1. The State uses a loading standard of 25 students per classroom for elementary schools (K-5) and 27 students per classroom for middle schools (6-8). The above table assumes a blended rate of 26 students per classroom for K-8 schools.

Teal Club Specific Plan Environment Negative Declaration

Lawrence Stein <oxnardactivist@aol.com>

Wed, Jul 17, 2024 at 4:12 PM

To: Arthur Valenzuela <arthur.valenzuela@oxnard.org>, Brian McDonald <bryan.macdonald@oxnard.org>, Bert Perello <bert.perello@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, "john.zaragoza@oxnard.org" <john.zaragoza@oxnard.org>, Oscar Madrigal <oscar.madrigal@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>, Jay Dobrowalski <jay.dobrowalski@oxnard.org>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Martha Guillen <martha.guillen@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, Stephen Fischer <stephen.fischer@oxnard.org>, Jim Lavery <jimfromprovidence@roadrunner.com>, "rogerpear@yahoo.com" <rogerpear@yahoo.com>, Daniela Aguirre <daguir.da@gmail.com>, Dennis Ralph <stnerhno@yahoo.com>, Barbara and Don Pineado <elkilo@aol.com>, "brownoze@aol.com" <brownoze@aol.com>, Steve Nash <mrswn@hotmail.com>, Angela Whitecomb <angelawhitecomb@gmail.com>, Deterie Frank <pilawqueen@aol.com>, Manuel Munoz <vidanews@aol.com>, Joseph O Neil <oxatty@earthlink.net>, Thresa Clemen <theresaclemen36@gmail.com>, William Terry <bterry25047@yahoo.com>, Citizen Journal <microcapmaven@aol.com>, Denis O'Leary <denissisepuede@yahoo.com>, Abel Magana <abel@downtownoxnard.org>, Vince Behrens <vpbehrens@yahoo.com>, Aaron Starr <starrcpa@gmail.com>, Luciano Ortiz <luckylojo@yahoo.com>, "dpartello001@gmail.com" <dpartello001@gmail.com>, Saviers Road Design Team <godwinc@earthlink.net>, "alicia.percell@gmail.com" <alicia.percell@gmail.com>, "oxnardemail@gmail.com" <oxnardemail@gmail.com>, Maria Navarro <maria.navarro0805@gmail.com>, Diana Velzy <dvelzy@aol.com>, Michael Wolfe <michael.wolfe@oxnard.org>, Javier Chagoyen-Lázaro <javier.chagoyenlazarro@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>

I believe that the Teal Club Specific Plan will have a negative impact on the environment. The city has not provided a time line when 14,000 area feet of recycled water will be generated. The public works director has stated numerous times at the city's CIP's budget meetings does not have the resources to build the necessary wells and filter to make the recycled water potable, if I am wrong please provide the council resolutions approving the funding.

The city does not have the funds to maintain the existing parks, where will the funding come from in the General Fund to finish Sports Park, College Park, and Campus Park? Developers fees were to pay for Sports Park, the city spent the money and the park did not get built. What will prevent the city from taking developer fees for the park at Teal Club and spending the money without building the park? The waste water pipes are too small to handle the additional waste water originating from the project. What is the funding source to replumb the city from Teal Club to Perkins Road? Please provide the council resolution authorizing the funding.

The Intelligent Traffic System (ITS) only works at specific times on specific roads, it does not work at peak traffic hours on all the arterial roads. The increase traffic generated from the Teal Club Road has no mitigation stated in the Specific Plan.

The children will have a substandard education, based upon the current test scores. The affordability of the homes for current Oxnard Residents is questionable, the EIR does not address the high cost of housing compared to the wages of average resident of Oxnard, from whom the housing is intended for. Where will the downpayments come from? The quality of air due to the lead in fuels of the planes landing and taking off at the Oxnard Airport is questionable and cannot be mitigated. The quality of life of the future residents of Teal Club Specific Plan will be less than ideal.

Mr. City Manager, please explain to me, how this Specific Plan will not have a negative impact on the environment.

Lawrence Stein 07 17 2024 OxnardActivist@AOL.com

Environmental Impact Teal Club Spdecific Plan Not Mitigated

Lawrence Stein <oxnardactivist@aol.com>

Sat, Jul 20, 2024 at 4:33 PM

To: Steve Nash <mrswn@hotmail.com>, Vince Stewart <stewartvr7@aol.com>

Cc: Arthur Valenzuela <arthur.valenzuela@oxnard.org>, Brian McDonald <bryan.macdonald@oxnard.org>, Bert Perello <bert.perello@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, "john.zaragoza@oxnard.org" <john.zaragoza@oxnard.org>, Oscar Madrigal <oscar.madrigal@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>, Oxnard City Clerk <cityclerk@oxnard.org>, Jim Lavery <jimfromprovidence@roadrunner.com>, "rogerpear@yahoo.com" <rogerpear@yahoo.com>, Daniela Aguirre <daguir.da@gmail.com>, Dennis Ralph <stnerhno@yahoo.com>, Barbara and Don Pineado <elkilo@aol.com>, "brownoze@aol.com" <brownoze@aol.com>, Steve Nash <mrswn@hotmail.com>, Angela Whitecomb <angelawhitecomb@gmail.com>, Deterie Frank <pilawqueen@aol.com>, Manuel Munoz <vidanews@aol.com>, Joseph O Neil <oxatty@earthlink.net>, Thresa Clemen <theresaclemen36@gmail.com>, William Terry <bterry25047@yahoo.com>, Citizen Journal <microcapmaven@aol.com>, Denis O'Leary <denissisepuede@yahoo.com>, Abel Magana <abel@downtownoxnard.org>, Vince Behrens <vpbehrens@yahoo.com>, Aaron Starr <starrcpa@gmail.com>, Luciano Ortiz <luckylo@yahoo.com>, "dpartello001@gmail.com" <dpartello001@gmail.com>, Saviers Road Design Team <godwinc@earthlink.net>, "alicia.percell@gmail.com" <alicia.percell@gmail.com>, "oxnardemail@gmail.com" <oxnardemail@gmail.com>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Stephen Fischer <stephen.fischer@oxnard.org>, Martha Guillen <martha.guillen@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, Diana Velzy <dvelzy@aol.com>, Jay Dobrowalski <jay.dobrowalski@oxnard.org>, Michael Wolfe <michael.wolfe@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>, Wendy Carlton <wendy.carlton@oxnard.org>

Mr. City Manager, I believe that the Teal Club Specific Plan will have a negative impact on the environment. The city has not provided a time line when 14,000 area feet of recycled water will be generated. The public works director has stated numerous times at the city's CIP's budget meetings the city does not have the resources to build the necessary wells and filters to make the recycled water potable, if I am wrong, please provide the council resolutions approving the funding.

The city does not have the funds to maintain the existing parks, where will the funding come from in the General Fund to finish Sports Park, College Park, and Campus Park? Developer's fees were to pay for Sports Park, the city spent the money and the park did not get built. What will prevent the city from taking developer's fees for the park at Teal Club and spending the money without building the park? The waste water pipes are too small to handle the additional waste water originating from the project. What is the funding source to replumb the city from Teal Club to Perkins Road? There has not been the funding to repair the existing holding tanks at Perkins Road that are beyond their useful life. Please provide the council resolution authorizing the funding. Please provide the time line when the waste water facility be able to handle the growth projection stated in the EIR.

The Intelligent Traffic System (ITS) only works at specific times on specific roads, it does not work at peak traffic hours on all the arterial roads. The increase traffic generated from the Teal Club Road has no mitigation stated in the Specific Plan.

The children will have a substandard education, based upon the current test scores. The affordability of the homes for current Oxnard Residents is questionable, the EIR does not address the high cost of housing compared to the wages of average resident of Oxnard, from whom the housing is intended for. Where will the down payments come from? The quality of air due to the lead in fuels of the planes landing and taking off at the Oxnard Airport is questionable and cannot be mitigated. The quality of life of the future residents of Teal Club Specific Plan will be less than ideal.

Mr. City Manager, please explain to me, how this Specific Plan will not have a negative impact on the environment.

City Clerk:

PS I do not have the email address of the other Planning Commissioners, Please forward my concerns to them.

Thank you

Larry Stein An Oxnard Activist 07 20 2024

Water Mitigations Teal Club Specific Plan

Lawrence Stein <oxnardactivist@aol.com>

Fri, Jul 26, 2024 at 12:02 PM

To: "planning@oxnard.org" <planning@oxnard.org>, Jay Dobrowalski <jay.dobrowalski@oxnard.org>, Arthur Valenzuela <arthur.valenzuela@oxnard.org>, Brian McDonald <bryan.macdonald@oxnard.org>, Bert Perello <bert.perello@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, "john.zaragoza@oxnard.org" <john.zaragoza@oxnard.org>, Oscar Madrigal <oscar.madrigal@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>, Diana Velzy <dvelzy@aol.com>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Martha Guillen <martha.guillen@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, Stephen Fischer <stephen.fischer@oxnard.org>, Jim Lavery <jimfromprovidence@roadrunner.com>, "rogerpear@yahoo.com" <rogerpear@yahoo.com>, Daniela Aguirre <daguir.da@gmail.com>, Dennis Ralph <stnerhno@yahoo.com>, Barbara and Don Pineado <elkilo@aol.com>, "brownoze@aol.com" <brownoze@aol.com>, Ray Blattel <rayblattel@hotmail.com>, Steve Nash <mrswn@hotmail.com>, Angela Whitecomb <angelawhitecomb@gmail.com>, Deterie Frank <pilawqueen@aol.com>, Manuel Munoz <vidanews@aol.com>, Joseph O Neil <oxatty@earthlink.net>, Thresa Clemen <theresaclemen36@gmail.com>, William Terry <bterry25047@yahoo.com>, Citizen Journal <microcapmaven@aol.com>, Denis O'Leary <denissisepuede@yahoo.com>, Abel Magana <abel@downtownoxnard.org>, Vince Behrens <vpbehrens@yahoo.com>, Isaac Khalaf <Khalaf.15@gmail.com>, Aaron Starr <starrcpa@gmail.com>, Luciano Ortiz <luckylo@yahoo.com>, "dpartello001@gmail.com" <dpartello001@gmail.com>, Saviers Road Design Team <godwinc@earthlink.net>, "alicia.percell@gmail.com" <alicia.percell@gmail.com>, "oxnardemail@gmail.com" <oxnardemail@gmail.com>
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Mr. Jay Dobrowalski:

The success of the Urban Water Management Plan is based upon, first the ability to generate annually 14,000 acre feet of potable water from the recycled water plant an Perkins Road, and second to store the water in the Advance Storage and Recovery (ASR) Wells that were to have been built with the funds from the 2010 water bonds. Instead of building the ASR wells that were approved by city council with the passage of the 2010 water bonds, an auditorium was built at the Perkins Road Site. In the various CIP Budgets in the last few years, the Public Works Director as stated that Public Works does not have, nor plan to have the resources necessary the build the infrastructure to generate and store annually 14,000 acre feet of potable water from the Perkins Road Site. Since the city has not funded or has plans to fund the infrastructure to generate and store potable water from the recycled water, the city should not cite the Urban Water Management Plan as a mitigation for water demand created by adding additional housing stock to the city.

Please note the area is still in a draught, the draught restrictions have not been lifted after 7 years. Additional water restrictions go into effect 01/01/2025. What is the outside source of water for 10,000 housing units the city reported to the state that the city has? Does the city have the infrastructure (water and waste water) currently in place for the expected growth cited in the 2030 General Plan. If not, has city council approved the funding necessary to finance the necessary infrastructure outlined in the 2030 General Plan?

Larry Stein An Oxnard Activist 07 26 2024

07 30 204 Agenda Report N3 AFR Well additional Funding

Lawrence Stein <oxnardactivist@aol.com>

Sat, Jul 27, 2024 at 8:42 PM

To: Oxnard City Clerk <cityclerk@oxnard.org>, Diana Velzy <dvelzy@aol.com>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Michael Wolfe <michael.wolfe@oxnard.org>, Jay Dobrowalski <jay.dobrowalski@oxnard.org>, Wendy Carlton <wendy.carlton@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, Martha Guillen <martha.guillen@oxnard.org>, Arthur Valenzuela <arthur.valenzuela@oxnard.org>, Brian McDonald <bryan.macdonald@oxnard.org>, Bert Perello <bert.perello@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, "john.zaragoza@oxnard.org" <john.zaragoza@oxnard.org>, Oscar Madrigal <oscar.madrigal@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>, Jim Lavery <jimfromprovidence@roadrunner.com>, "rogerpear@yahoo.com" <rogerpear@yahoo.com>, Daniela Aguirre <daguir.da@gmail.com>, Dennis Ralph <stnerhno@yahoo.com>, Barbara and Don Pineado <elkilo@aol.com>, "brownnoze@aol.com" <brownnoze@aol.com>, Ray Blattel <rayblattel@hotmail.com>, Steve Nash <mrswn@hotmail.com>, Angela Whitecomb <angelawhitecomb@gmail.com>, Deterie Frank <pilawqueen@aol.com>, Manuel Munoz <vidanews@aol.com>, Joseph O Neil <oxatty@earthlink.net>, Thresa Clemen <theresaclemen36@gmail.com>, William Terry <bterry25047@yahoo.com>, Citizen Journal <microcapmaven@aol.com>, Denis O'Leary <denissisepuede@yahoo.com>, Abel Magana <abel@downtownoxnard.org>, Vince Behrens <vpbehrens@yahoo.com>, Isaac Khalaf <Khalaf.15@gmail.com>, Aaron Starr <starrcpa@gmail.com>, Luciano Ortiz <luckylojo@yahoo.com>, "dpartello001@gmail.com" <dpartello001@gmail.com>, Saviers Road Design Team <godwinc@earthlink.net>, "alicia.percell@gmail.com" <alicia.percell@gmail.com>, "oxnardemail@gmail.com" <oxnardemail@gmail.com>

I have been following the Recycled Water program as a private citizen since 2008. The Advance Water and Purification Facility at Perkins road became operational in September 2012, two months after Councilman Perillo was appointed to City Council. Water bonds were approved in 2010 to build the advance water purification system and the advance storage and recovery wells. Instead of building the advance storage and recovery wells necessary to make the recycled water program to be the backbone of the city's water program, as promoted by Public Work in 2010, Public Works built an auditorium. The ASR wells were never built. It is my opinion that the City Manager, the City CFO and the City attorney had to be complicate with the Public Works Director to approve the contracts and financing to build the auditorium in 2012 instead of the ASR wells. As stated in the video presentation, the test pilot well was started in 2019. 5 years later, the pilot well is not finished and an additional \$900,000 is needed. What's wrong with picture, it is that the well is taking more than 5 years to build. The Urban Water Management Plan adopted by city council in 2022, was to have the recycled water program generate 14,000 acre feet of potable water, but the city is still constructing the test well after 5 years. The recycled water program has not passed state tests since the AWTF became operational in 2012. When will staff stop misleading this member of the public in implying that City will be producing potable water from recycled water in the near future? The CIP budgets for the next 5 year has no funding to finance the infrastructure to produce 14,000 acre feet annually of potable water needed for the Urban Water Management Plan that was adopted in 2022, the city has no money for this project according to the Public Works Director.

It is my opinion that the current City Manager, City CFO and City Attorney are complicate with the current Public Works Director in preventing the necessary ASR wells that will supply the annual storage capacity required for the Urban Water Management Plan from being built.

According to the 5-Year water cost study submitted to City Council in 2023, the city is and will be spending \$24,000,000 and more each year to import water. Based upon previous public meetings the one time cost to build the necessary ASR wells that will annually store and repump 14,000 acre feet of recycled water, is in the neighborhood of \$20,000,000. The current 5 users of recycled water are paying less than \$300.00 per acre foot for recycled water that, based on the current production level of 3,000 acre feet of recycled water had a cost over \$6,000 per acre foot in 2013

study I performed, that cost included debt service. The city has been unwilling to release the total cost of recycled water only, in the water cost study of 2023. The debt service is combined and the Financial Reporting tools does not report the recycle water costs for prior years nor the debt service associated with only the recycled water program.

FYI, the analysis that I performed in 2013 indicated that cost of recycled water would cost less than \$1,400 if 14,000 acre feet of recycled water was blended into the city's water supply.

That cost included debt service. This information was shared with staff and the elected members of city council several times in the period from 2013 to 2015. Who benefits if the recycled water does not get generated? First, the water suppliers would not be getting \$20,000,000+ per year. Second, the current users of recycled water would no longer have the \$10,000,000+ annual subsidy.

Respectfully submitted 07 27 2024

Larry Stein An Oxnard Activist

ATTACHMENT O

STAFF PRESENTATION

Teal Club Specific Plan

Planning & Zoning Permit Nos.:

15-610-01 (Annexation), 15-620-03 (General Plan Amendment), 16-560-01 (Pre-Zoning), 24-670-02 (Development Agreement), 15-630-01 (Specific Plan)

Property Located North of Oxnard Airport, South of Doris Road, East of Patterson Road, and West of Ventura Road

Applicant: Borchard Property Co-Owners

Planning Commission
November 21, 2024

Project Description

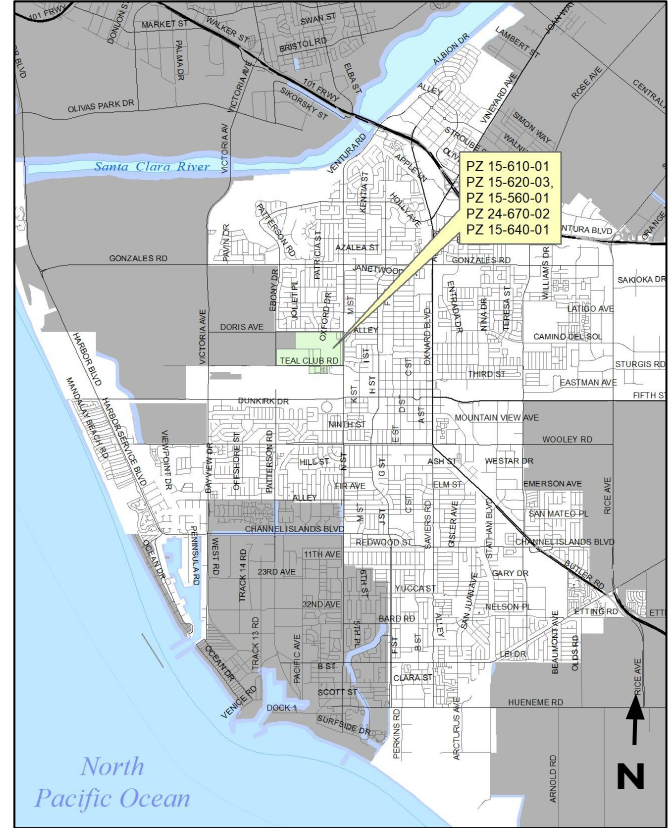
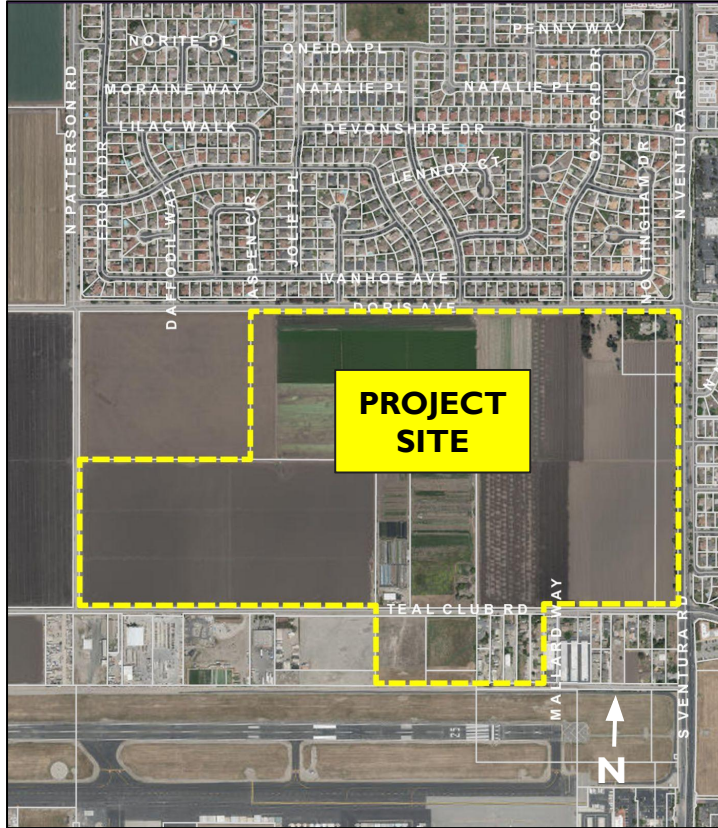
A request for the following actions:

- General Plan Amendment
- Annexation
- Pre-Zoning
- Adopt the Teal Club Specific Plan (TCSP)
- Development Agreement
- Certify Final Environmental Impact Report (EIR)

The requested actions will allow for the future development of the following subject to the provision of the Specific Plan:

- Residential: up to 990 units in a variety of densities, with 15% Affordable
- Commercial: up to 55,000 sq.ft. for retail, mixed use, and office use
- Business and Research Park: up to 132,000 sq.ft. for office
- Parks and Open Space: 17.76 acres for two parks, and a greenbelt

Project Location



Existing Conditions



View from Ventura Road and Teal Club Road looking northwest

Existing Conditions



View from Ventura Road and Doris Avenue looking southwest

Existing Conditions



View from Teal Club Road looking west

Existing Conditions



View from Teal Club Road and Patterson Road looking northeast

Surrounding Land Uses



Background

Existing Development:

- The TCSP area is in active agricultural use (row crops) and has been developed with agricultural structures and single family residences.
- Parcels south of Teal Club road are a mix of vacant land, and residential developments with ancillary vehicle storage and shop uses.

Proposed Project:

- In 2005, 2009, and 2011, the project was submitted, reviewed, and revised.
- In 2015, the current project was submitted.
- Based on the environmental review comments, the project was revised to its current form.

General Plan Amendment

Site has existing land use designations in 2030 General Plan

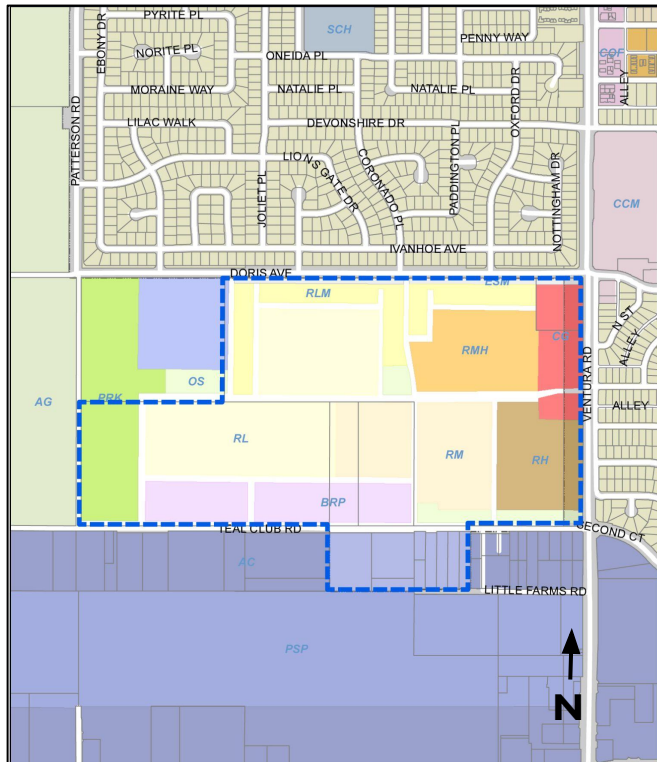
Amendment changes land use designations for consistency

Existing/Proposed land use designations:

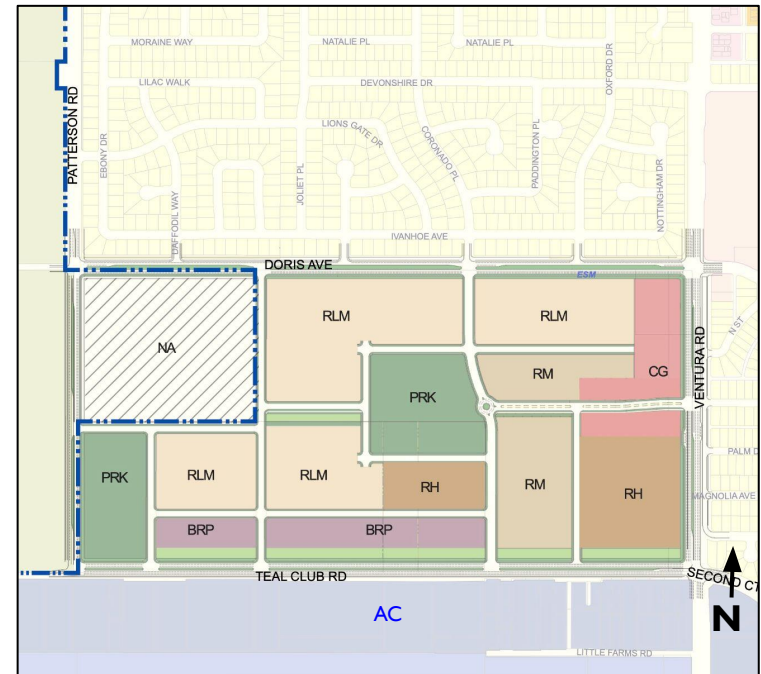
- Residential Low
- Residential Low-Medium
- Residential High
- General Commercial
- Park
- Public Facility
- Business Research Park
- Open Space
- Airport Compatible

General Plan Land Use Map

Existing 2030 General Plan:



Proposed 2030 General Plan:



Annexation

Annexation of multiple parcels from County of Ventura:

- 142.72 acres of agricultural parcels in TCSP
- 11.4 acres of parcels south of Teal Club Road

Parcels south of Teal Club Road are vacant, industrial, residential uses

- Annexation required to not create an unincorporated “island”

Entire project area will be annexed to City utilities

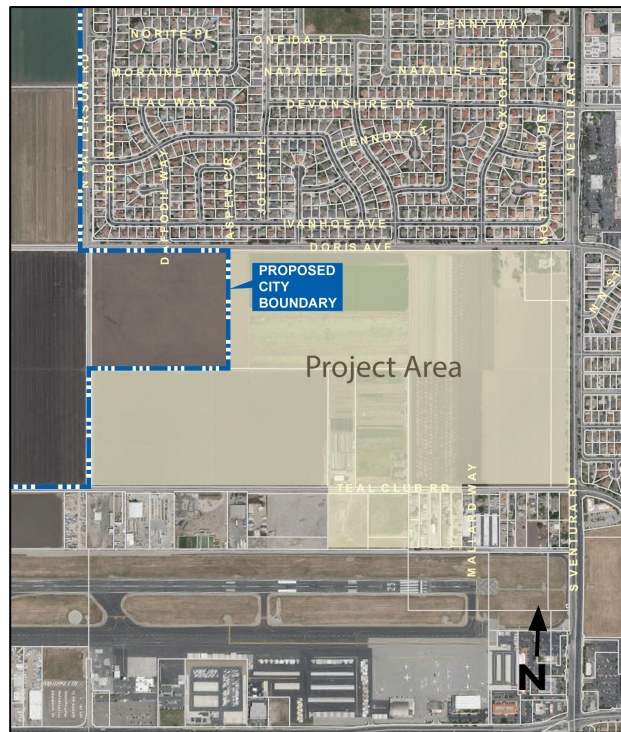
- Includes Calleguas Municipal Water District

Annexation Map

Existing City Boundary:



Proposed City Boundary:

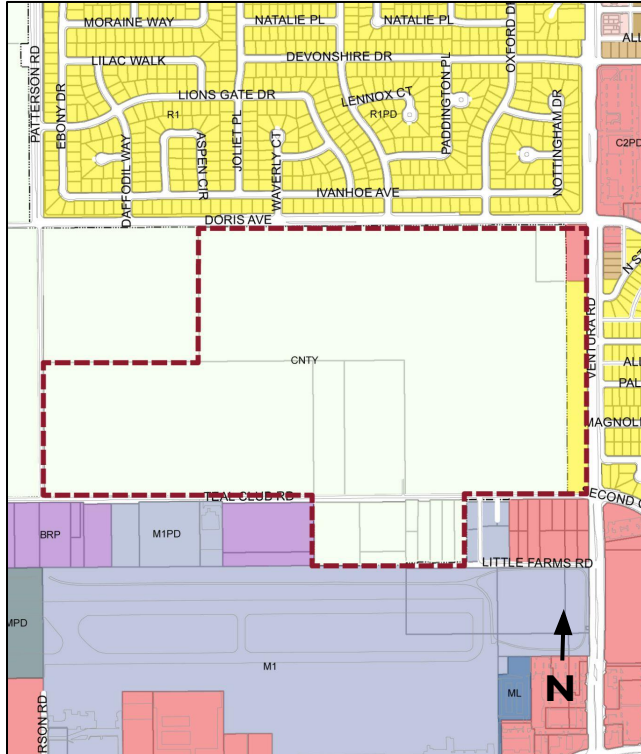


Pre-Zoning

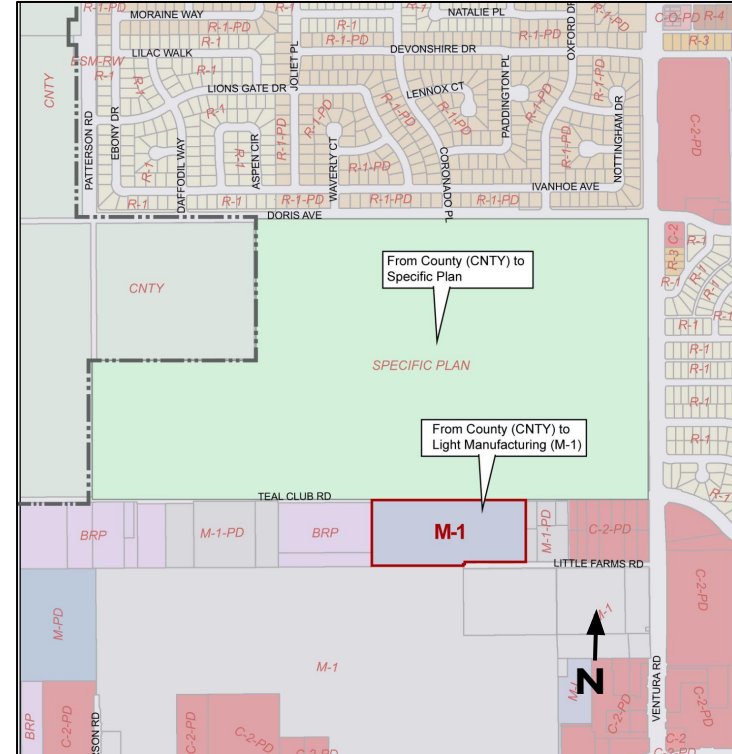
- The Teal Club Specific Plan Area would be zoned Specific Plan, and would be subject to the provisions of the Teal Club Specific Plan.
- Parcels south of Teal Club Road outside of the specific plan, would be zoned Light Industrial (M-I), which allows for uses such as: manufacturing facilities, machine shops, warehouses, automobile, aircraft or boat assembly or repair, research and development uses, and others, subject to certain development standards.
 - Existing residential uses may remain as existing non-conforming uses
 - EIR assumes development of entire area for a total of 347,608 square feet

Zoning Map

Existing Zoning (None):



Proposed Zoning:



Teal Club Specific Plan

The Teal Club Specific Plan seeks to create a new community that carefully integrates multiple land uses in a walkable setting. The entire plan area is linked together by the east /west multi-use trail, Class II bike lanes, and neighborhood sidewalks.

The design incorporates Urban Village concepts with an emphasis on highly-visible pedestrian routes and the interconnection of residential neighborhoods, community- serving commercial uses, recreational opportunities, the adjacent Oxnard School District educational facilities and on-site public transportation access.

The following slides show some of the key areas of the TCSP:

Teal Club Specific Plan - Key Items

Land Use and Zoning:

- A proposed development program within 14 proposed Planning Areas (PA) for a mix of land uses on the approximately 149.72-acre TCSP portion of the project area.

Affordable Housing:

- Residential component requires that 15% of the total residential development is affordable housing for very low and lower- income workforce households.

Development Standards:

- Established to provide objective standards governing development of each of the PAs, and ensure that each area is developed consistent with the Zone Classifications outlined in Section 3.3 of the TCSP and within the density range of development in each PA.

Teal Club Specific Plan - Key Items

Infrastructure & Community Services:

- Improvements to the roadway network located outside the Specific Plan area.
- Intersection improvements required at Doris Avenue/Victoria Avenue and Teal Club Road/Victoria Avenue.
- Development is not proposed at this time.
- Parking for development projects will be reviewed at the time of development review.

Off-site Improvements and Utilities:

- Intersection improvements would be required at Doris Avenue/Victoria Avenue and Teal Club Road/Victoria Avenue.
- Agricultural water rights for each property would be transferred to the City after approval of a Final Tract Map and prior to the start of construction. All existing and proposed wastewater lines would connect to the Oxnard Wastewater Treatment Plant on Perkins Road.
- The area would generally drain into new storm drains within Teal Club Road and Patterson Road, with additional stormwater management provided by the proposed retention and on-site infiltration areas in the TCSP area.

Teal Club Specific Plan - Key Items

Implementation:

- All development within the TCSP area is subject to the standards and guidelines in the TCSP. All projects within the Specific Plan require a Development Design Review permit.
- Approval of a Special Use Permit shall be required for any conditionally allowed uses or any deviations from the Development Standards within the Specific Plan.

Development Phasing and Timing:

- Phase 1 includes development of property owned by the Borchard Family Interests (approximately 91.83 acres of the 149.72-acre TCSP area).
- Grading and improvements to Phase 1 would begin in 2025 and construction of homes would begin in 2026 for each of the Planning Areas within Phase 1.
- Phase 2 includes the remainder of the proposed TCSP area owned by three other parties.

Development Agreement

The proposed development agreement between the Applicant and City, generally provides framework for financial commitments to City, allows for fee modifications, defines affordable housing requirements, outlines timing for infrastructure improvements, and maintenance requirements:

- Agreement will remain in effect for 10 years
- Developer will construct 6.5 acre park in Phase I
- Developer shall construct all infrastructure improvements
- Special review process to ensure compliance with TCSP
- City will form at least one Community Facilities District
- Future development will include 15% of units as affordable to Very-Low Income and Low-Income households. Units will be affordable for 55 years
- Developer will pay a fee to City for Affordable Farmworker Housing
- Developer agrees to Local Buyer and Local Hire Preferences
- Developer will pay a Police and Fire Mitigation Fee to offset proportional staffing costs

The proposed Development Agreement only applies to Phase I of the Teal Club Specific Plan Project.

General Plan Consistency

TCSP site has General Plan designation of “Urban Village” characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity

Project compatibility with General Plan policies and goals discussed in EIR

Parcels south of Teal Club Road are designated for Airport Compatible uses that do not interfere with airport operations or subject large numbers of persons to aircraft hazards

Project is consistent with General Plan and land use designations

Environmental Review

Proposed Project is subject to the California Environmental Quality Act (CEQA)

City prepared an Environmental Impact Report (EIR) No. 2015-01:

- EIR identifies potential impacts, mitigation measures, monitoring requirements, residual impacts;
- Draft EIR review period for 60 days (45 days required)
- City received 39 comment letters
- Comments and responses included in EIR
- Changes made to Draft EIR for Final EIR based on comments

Environmental Review

Final EIR identified the following:

Class 1 Impacts (Significant and Unavoidable):

- Agricultural Resources
- Air Quality

Class 2 Impacts (Potentially Significant but Mitigable, Mitigation Required):

- Aesthetics
- Biological Resources
- Cultural Resources and Tribal Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Public Services and Recreation
- Utilities

Class 3 Impacts (Less Than Significant, No Mitigation Required):

- Greenhouse Gas Emissions/Climate Change
- Mineral Resources
- Noise
- Population, Education and Housing
- Transportation/Traffic
- Wildfire

EIR Findings

Final EIR includes a Mitigation Monitoring and Reporting Program:

- Details process to implement required mitigation measures
- After implementation of standard conditions and mitigation measures, all potentially significant impacts will be reduced to less than significant levels

Final EIR identified significant impacts:

- Agricultural Resources
- Air Quality

EIR Findings

Project would result in significant impacts:

Agricultural Resources:

- Conversion of 149.5 acres of “Important Farmland” with prime soils to non-agricultural use
- Permanent loss of agricultural lands
- Included in General Plan EIR
- To offset regional impact, Mitigation Measure requires payment of agricultural conservation in-lieu fee

Air Quality:

- Operational emissions would exceed daily thresholds
- High emissions associated with energy sources
- Most emissions generated from project traffic
- Mitigation Measures include payment of Transportation Demand Management Fund fee, energy saving construction measures, passive energy conservation design, natural ventilation building design

Findings, and Statement of Overriding Considerations (SOC) were prepared

EIR Findings

Statement of Overriding Considerations (SOC):

- Fulfills vision for Urban Village in General Plan
- Helps create economic match between on-site housing and employment opportunities
- Implementation will result in a variety of residential products and unit types
- Retail, mixed use, office use, centered around public plaza within walking distance to public transportation and residential units
- Diverse residential types: affordable, market rate multi-family, smaller single-family
- Creates integrated vehicular, pedestrian, and bicycle circulation system
- Complies with 2030 General Plan Housing Element affordability requirement
- Creates buffers between residential development and airport and agricultural land
- Implementation includes two park areas and greenbelt area
- Traditional neighborhood design similar to Historic District promotes walking

Thus, staff recommends certification of the EIR

Community Workshop

Project site is located adjacent to Cabrillo, Fremont North, and Fremont South Neighborhoods, so project was presented during the April 2022 Community Workshop meeting.

Notice of the meeting was posted on site and mailed to the entire Cabrillo, Fremont North, and Fremont South Neighborhoods

Prior to the meeting, staff received two comment letters regarding the project. The information in the letters does not change staff recommendations.

Public Notice

Notice of Planning Commission hearing provided:

- Newspaper
- On-site posting (3 locations)
- Mailed to property owners within 300 feet

Since the end of the EIR comment period, staff has received several comment letters regarding the project. The information in the letters does not change staff recommendations.

Staff Recommendation

That the Planning Commission:

- a) Adopt a Resolution recommending that the City Council certify Final Environmental Impact Report (EIR) No. 2015-01 for the Teal Club Specific Plan (Governor's Office of Planning and Research State Clearinghouse No. 2012051080); and
- b) Adopt a Resolution recommending that the City Council approve Planning and Zoning Permit No. 15-610-01 for Annexation, subject to certain findings; and
- c) Adopt a Resolution recommending that the City Council approve Planning and Zoning Permit No. 15-620-03 for a General Plan Amendment, subject to certain findings; and
- d) Adopt a Resolution recommending that the City Council approve Planning and Zoning Permit No. 15-560-01 for a Pre-Zoning, subject to certain findings; and
- e) Adopt a Resolution recommending that the City Council approve Planning and Zoning Permit No. 24-670-02 for a Development Agreement; and
- f) Adopt a Resolution recommending that the City Council approve Planning and Zoning Permit No. 15-640-01 for a Specific Plan, subject to certain findings.





TEAL CLUB SPECIFIC PLAN

Prepared for:
City of Oxnard
Development Services

Prepared by:
Development Planning Services, Inc.
Camarillo, California 93012

March 2025

City Council Hearing version 2025

Development Planning Services, Inc. © 2023





TEAL CLUB SPECIFIC PLAN

Prepared for:
City of Oxnard
Development Services

Prepared by:
Development Planning Services, Inc.
Camarillo, California 93012

March 2025

City Council Hearing version 2025

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1

INTRODUCTION

1.1 PURPOSE OF THE SPECIFIC PLAN

The Teal Club Specific Plan provides the City of Oxnard with a comprehensive planning document to direct the orderly development of the 149.7-acre property known as the Teal Club Planning Area (see Figures 1-1 and 1-2). The Specific Plan provides a conceptual land use plan, development standards, guidelines, and programs to ensure that this area of the city is developed in a manner consistent with the goals, objectives, principles, and policies of the City of Oxnard 2030 General Plan (referred to in this document as the General Plan).

The Specific Plan allows development of a variety of residential, mixed-use, neighborhood commercial, industrial and recreational uses within the Specific Plan area. The guidelines and standards contained in this Specific Plan will ensure that these uses, and the associated infrastructure elements and public spaces are planned and designed in an integrated manner.

Creating a walkable Urban Village is a primary goal of this Specific Plan. In order to ensure long-term sustainability the Specific Plan shall incorporate policies of both the State of California SB 375 (Greenhouse Gas Bill) and “Build It Green” design standards. The plan includes a strategically-placed

Transit Hub with bus turn-out and shelter and bike racks at Ventura Road and Beverly Drive.

1.2 AUTHORITY & SCOPE

California Government Code (Sections 65450 through 65457) authorizes the preparation and adoption of specific plans. The Teal Club Specific Plan has been prepared in accordance with the requirements of this code as summarized below.

1.2.1 CALIFORNIA GOVERNMENT CODE COMPLIANCE

California Government Code Section 65450 gives a legislative body the authority to prepare a specific plan for the systematic implementation of the General Plan for all or part of the area covered by the General Plan. As outlined in the Government Code Sections 65451 and 65452, specific plans are to contain a text and diagram or diagrams specifying the following:

The italicized text indicates where in the Teal Club Specific Plan these requirements have been addressed.

- A statement of the relationship of the Specific Plan to the General Plan. *Chapter 9 describes how this Specific Plan relates to, and is in conformance with, the goals and objectives of the City of Oxnard General Plan;*
- The distribution, location, and extent of land uses. *The goals of the proposed Specific Plan, as defined in Section 1.4, provides the*



rationale for the proposed land uses and their distribution throughout the project site. Section 3.2 contains a detailed land-use table (Table 3-1) and precise land use plan (Figure 3-1). The project includes approximately 990 residential units, approximately 8.8 acres commercial mixed-use, approximately 9.1 acres of Business Research uses, and approximately 17.7 acres of parks and greenbelts.

- *The distribution, location, and extent of major infrastructure improvements needed to support the land uses described in the plan. Section 4.2 describes the circulation plan for the site, including street sections. Potable water, wastewater, and stormwater infrastructure as well as utilities are outlined in Section 4.3 of the proposed Specific Plan.*
- *Development standards and criteria. Section 3.4 and Table 3-4 identifies development standards. Sections 3.5 through 3.8 identifies project design objectives and guidelines;*
- *A program of phasing and implementation measures. Chapter 8 identifies implementation and administration for this Specific Plan.*

1.2.2 CITY OF OXNARD ZONING CODE COMPLIANCE

A key function of the Specific Plan is to reduce the need for subsequent master planning and environmental review procedures as the project area is developed. The Specific Plan fixes the general layout and configuration of streets and defines the land uses allowed in the Specific Plan area. At the time of subdivision maps will precisely fix the boundary of the land uses, the location of streets, and the configuration of residential

lots. After adoption of the Specific Plan, either by ordinance or resolution, a Specific Plan supplements existing zoning regulations and has an effect similar to the local General Plan. For example, the California Subdivision Map Act requires the legislative body to deny approval of a tentative or final subdivision map if it is not in substantial conformance with the applicable specific plan. In addition, a development agreement between a municipal body and a developer/applicant cannot be approved unless the legislative body finds the agreement is consistent with the General Plan and any applicable specific plans.

1.3 PROJECT SITE LOCATION

1.3.1 PHYSICAL SETTING

The Teal Club Specific Plan area project site is located in the western portion of Oxnard; Ventura County, California. A majority of the site is currently outside of the City limits and will require annexation to the City of Oxnard. The plan area is surrounded by the City of Oxnard on three sides and a mix of existing development uses on the north, east, and south, with County agricultural uses to the west. The site is bounded by existing roads on all sides: Ventura Road to the east, Teal Club Road to the south, Patterson Road to the west, and Doris Avenue to the north. The Oxnard Airport is located immediately to the south of the project. The project site and surrounding land uses are shown on Figure 1-3.

The Teal Club Specific Plan project area is within the City of Oxnard Sphere of Influence and inside the Oxnard “City Urban Restriction Boundaries” (CURB) boundary of the City. As a result of this location the



FIGURE 1-1 REGIONAL LOCATION & CURB BOUNDARIES

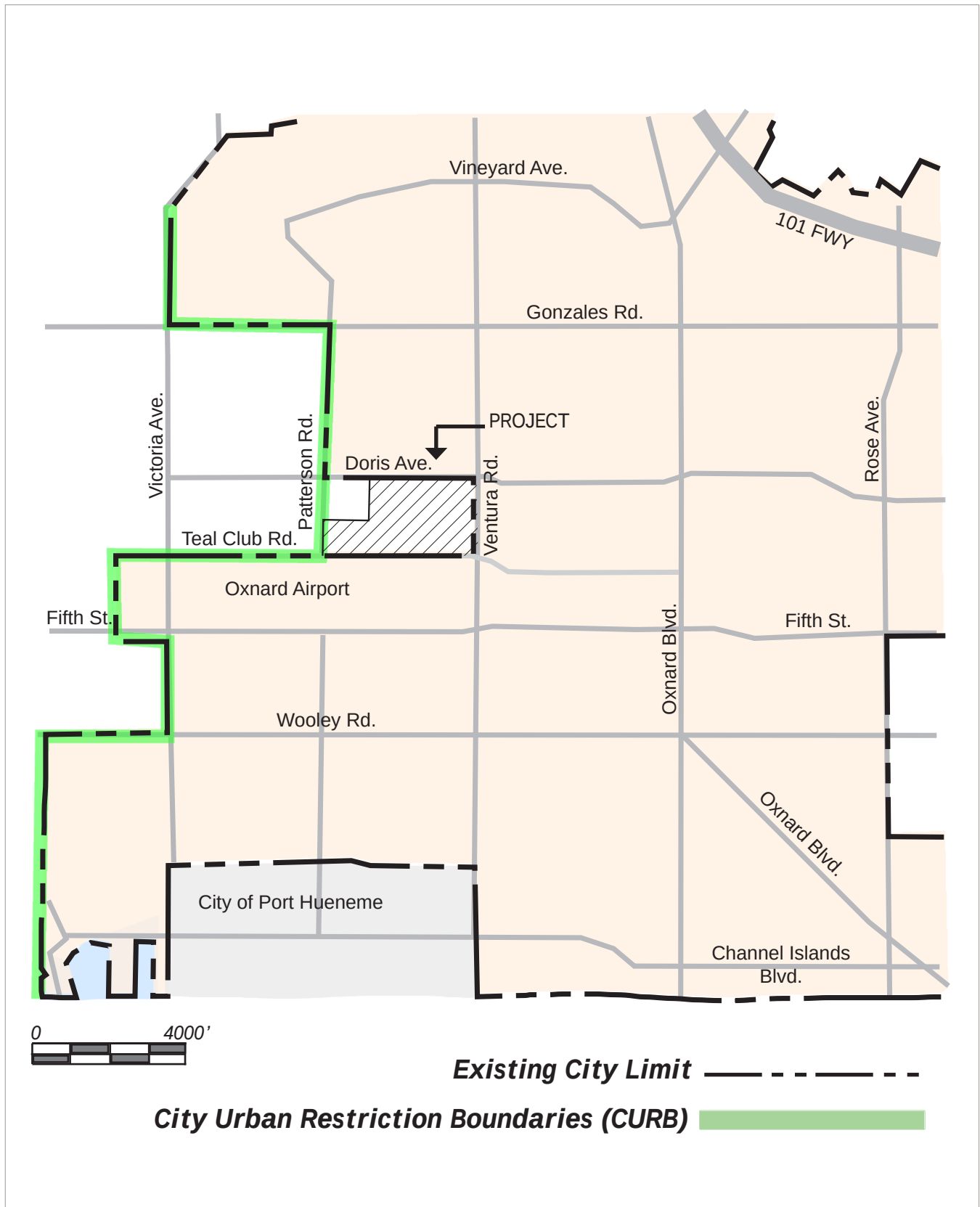
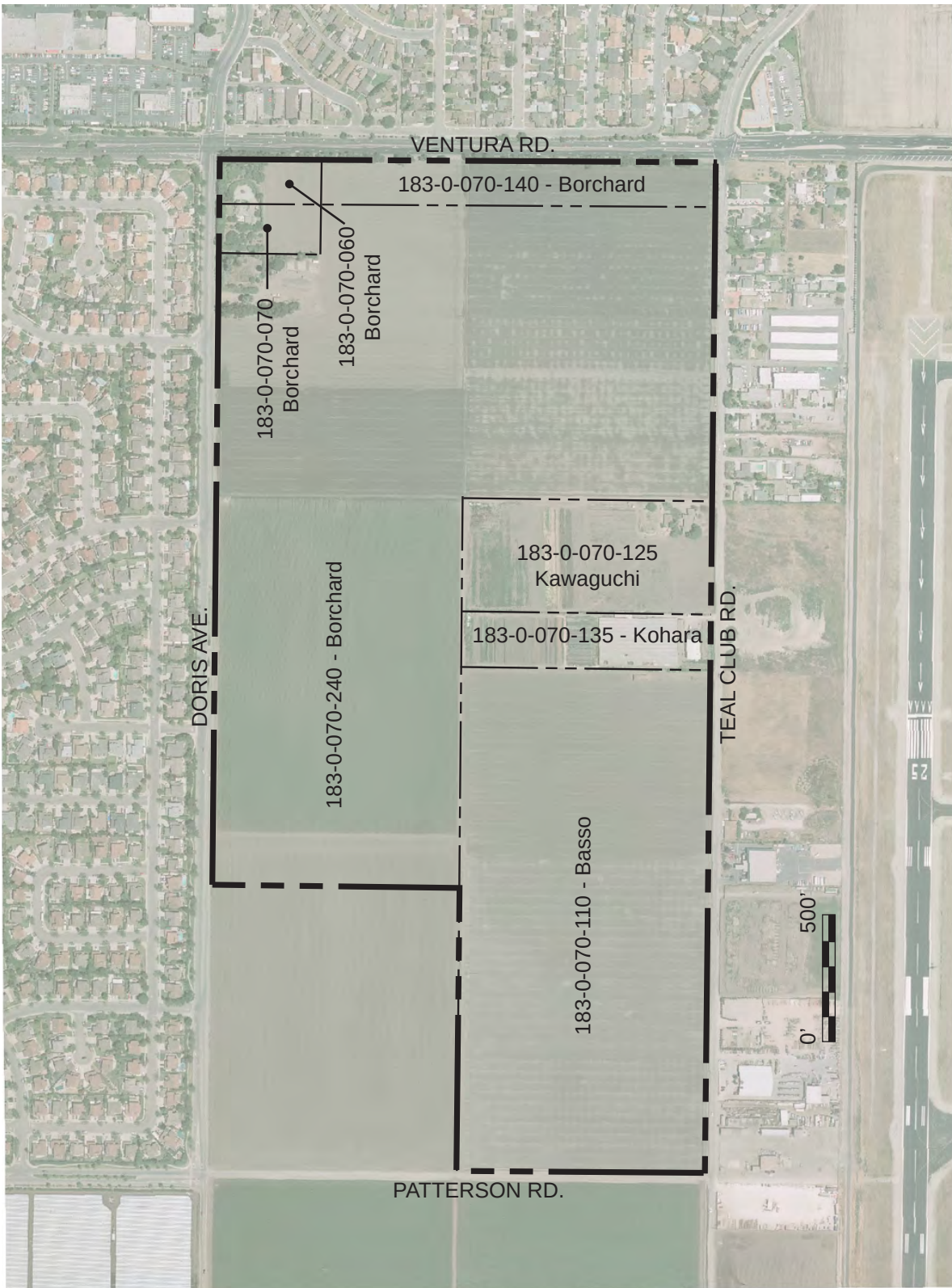


FIGURE 1-2 EXISTING SITE - ASSESSOR PARCELS



Specific Plan area is not within an area subject to either City of Oxnard or Ventura County “Save Open Space and Agricultural Resources” (SOAR) voter approval. The CURB boundary is shown on Figure 1-1.

1.3.2 EXISTING LAND USES & ON-SITE CHARACTERISTICS

The proposed project site encompasses seven parcels totaling 149.72 acres of land, including the following APN #'s (illustrated in Figure 1-2):

- 183-0-070-060;
- 183-0-070-070;
- 183-0-070-240;
- 183-0-070-110;
- 183-0-070-125;
- 183-0-070-135;
- 183-0-070-140.

The site’s topography is primarily flat and characterized by row crop areas with primary drainage trending from north to south.

Utilities

There are no existing public utilities within the Teal Club Specific Plan area. Along all

four streets that surround the plan area there are utilities and infra-structure that serve existing development within the City of Oxnard. The four streets are Teal Club Road on the south, Patterson Road on the west, Doris Avenue on the north, and Ventura Road on the east. Southern California Edison local service and/or distribution lines exist on Teal Club, Patterson, and Ventura Roads. Southern California Gas distribution lines are located in Teal Club Road, Doris Avenue, and Ventura Road. City of Oxnard water lines exist in Teal Club Road, Doris Avenue, and Ventura Road; a reclaimed water line is in Ventura Road. City of Oxnard sewer mains are located in Patterson and Ventura Roads. The only storm drainage facilities in the immediate area are varying depth agricultural open drains; the most substantial one is located on the north side of Teal Club Road.

Historical Use & Preservation

The majority of the Teal Club property has been used for commercial farming operations for the past 50 years or longer and is actively farmed today. Farming activities have historically included various row crops, citrus and avocado trees.

A farm house and related out-buildings are located near the northeast corner of the site and will be evaluated for historical significance through the Environmental Impact Report.

Biology

Due to many years of crop production, most of the ground surface has been



TEAL CLUB RD. LOOKING WEST





FIGURE 1-3 SURROUNDING LAND USES

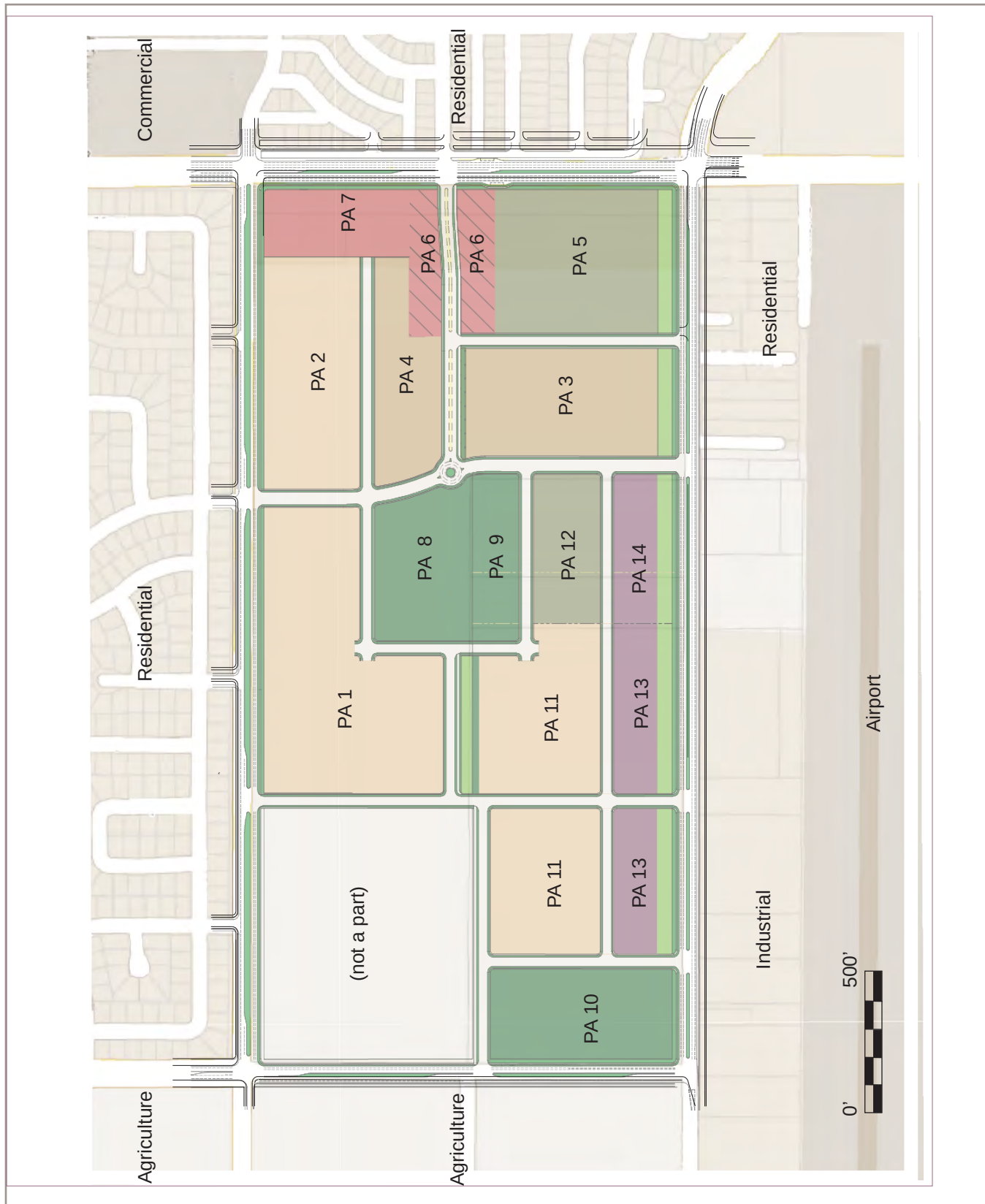


FIGURE 1-4 LAND USE PLAN



disturbed and very little native vegetation remains within the farmed areas. The site does not contain any suitable habitat areas or features other than the few ornamental trees located near existing structures and along Ventura Road.

1.4 PROJECT GOALS & OBJECTIVES

1.4.1 GOAL #1: CREATE A COMPREHENSIVE URBAN VILLAGE DEVELOPMENT PLAN FOR THE TEAL CLUB PROJECT AREA.

Objectives:

- Create an integrated land, transportation, and infrastructure plan that allows for a mix of residential, mixed-use and commercial development to minimize the need for short distance vehicle trips both within the project and within the City.
- Provide a balance and economic match, to the extent feasible, between on-site housing and nearby employment opportunities.
- Create an integrated vehicular, pedestrian and bicycle circulation system that connects residential, industrial and commercial uses within the project.
- Establish land uses that permit a range of housing opportunities with varying densities, types, styles, prices and tenancy characteristics including compliance with the 2030 General Plan Housing Element requirements.
- Adopt design guidelines and regulations to provide for consistent and orderly implementation of the plan.

1.4.2 GOAL #2: INTEGRATE THE NEW COMMUNITY WITHIN THE EXISTING NEIGHBORHOOD.

Objectives:

- Provide development and transitional land use patterns that do not conflict with surrounding land uses or neighborhoods.
- Avoid leapfrog development and accommodate projected growth in a location adjacent to existing infrastructure, urban services, existing circulation elements and community facilities.
- Establish development regulations to ensure residential neighborhoods are compatible with the surrounding area and all proposed land uses are properly integrated or buffered, as appropriate.
- Provide an adequate buffer between the project area and agricultural uses to the west on both an interim and permanent basis, as needed.
- Provide bike and trail linkages between the project area and existing facilities.
- Provide land for a potential fire station or sub-station, if determined necessary.



1.4.3 GOAL #3: CREATE A FISCALLY RESPONSIBLE COMMUNITY.

Objectives:

- Provide a mix of land uses that are financially independent, sustainable, and not a fiscal burden on the General Fund of the City of Oxnard.
- Ensure appropriate phasing and financing for community facilities including street and road improvements, water, urban runoff and flood control facilities and parks.
- Create neighborhoods with lasting value by setting high quality standards for residential and commercial land development and related public improvements.
- Development shall comply with the State of California's "Build it Green" standards.

1.5 SCOPE & FORMAT

The Teal Club Specific Plan is divided into the following chapters:

- Chapter 1 - Introduction: This section provides an overview of the project and describes the purpose and intent of the Specific Plan document.
- Chapter 2 - Sustainable Community: this section addresses how the Teal Club Specific Plan sets standards for addressing climate change and SB 375 compliance.
- Chapter 3 - Community Development: This section establishes the design objectives, guidelines and development standards associated with the project.
- Chapter 4 - Infrastructure and Community Services: This section identifies the on- and off-site necessary infrastructure that link the project to the surrounding city.
- Chapter 5 - Environmental Resources: Working in conjunction with Chapter 2 - Sustainable Community, this section provides information on the stewardship of additional environmental resources.
- Chapter 6 - Safety and Hazards: This section discusses the compatibility with adjacent uses and safety issues.
- Chapter 7 - Housing Section: This section establishes the Urban Village concept and affordable housing requirements of the project.
- Chapter 8 - Implementation: This section provides detailed information on the phasing plan, administration and Specific Plan processes.
- Chapter 9 - General Plan Consistency: This section identifies how the Specific Plan relates to, and is in conformance with, the applicable goals and objectives identified in the City of Oxnard General Plan.

2

SUSTAINABLE COMMUNITY

2.1 OVERVIEW

This chapter specifically focuses on issues relating to climate change and the implementation of SB 375. Consistent with the organization of the General Plan, additional sustainability issues are addressed in Chapter 5 - Environment Resources.

The Teal Club Specific Plan approaches sustainability as a holistic process. Sustainability begins with site selection, takes form through planning and construction and is completed with testing and monitoring. The Teal Club Specific Plan's sustainability goal is to create a "low impact" community that effectively balances resources and provides for long-term sustainability. Technologies are rapidly evolving and this plan does not intend to preclude new, efficient options to achieve sustainability.

2.2 LAND USE & TRANSPORTATION

The first step toward sustainability is site selection. The Teal Club site is ideally located adjacent to established infrastructure with convenient access to public transportation, schools, bike paths, major arterials, employment centers, and shopping. This location will help minimize vehicle miles traveled.

2.2.1 JOBS & HOUSING PROXIMITY

In addition to creating a balance of jobs and housing within and near the planning area, the Teal Club Specific Plan is located near major employment centers including Naval Base Ventura County, the Port of Hueneme and major commercial areas.

2.2.2 TRANSIT-ORIENTED DEVELOPMENT

The Teal Club Specific Plan is located directly adjacent to Ventura Road, a Gold Coast transit corridor, and will include an on-site public transit stop. Gold Coast provides direct service from the Teal Club Specific Plan area to major employment centers at the Esplanade, Naval Base Ventura County and Oxnard College, with connecting Gold Coast service throughout the city and connections to the Ventura County Transportation Commission (VCTC) Highway 101 Corridor route to Ventura, Camarillo and Thousand Oaks. The Oxnard Transportation Center is only 1.25 to 1.75 miles from the entire site via connecting bus service or pedestrian sidewalks and provides Metrolink and Amtrak service. East of the Specific Plan area the City of Oxnard Bicycle Facilities Master Plan map identifies existing Class II bike lanes on Doris Avenue and recommended Class II future bike lanes on Fifth Street, also providing access to the Oxnard Transportation Center.

2.2.3 INTEGRATED LAND USES

A variety of land use types are included within the Specific Plan including various residential densities, retail, commercial and open space uses. The uses are all interconnected with trails, sidewalks, and bikeways to minimize the number of vehicle miles traveled. Figure 4-11 illustrates the onsite Bike Path Circulation Plan.



2.2.4 DENSITY

The site's location on a transit corridor provides an opportunity for compact development with increased residential densities in appropriate locations near the transit stop.

2.3 ENERGY GENERATION & CONSERVATION

2.3.1 SOLAR ENERGY & TITLE 24

All newly constructed buildings within the Teal Club Specific Plan area shall be equipped with solar panels and meet all applicable State of California energy-conservation requirements of Title 24 at the time of issuance of building permits. All development within the Teal Club Specific Plan shall comply with the California Energy Commission rules and requirements applicable at the time of issuance of building permits.

2.3.2 BEYOND GREEN CODE

The intent of the Teal Club Specific Plan is to create a community that meets current sustainable building standards. To achieve this, it is required that all new construction receive "Greenpoint" ratings through the California "Build It Green" program or a similar program that quantifies and documents green building standards.

2.3.3 PEV CHARGING STATIONS

Detached residential units shall be wired to allow for charging plug-in electric vehicles. Multi-family and commercial buildings shall provide for shared PEV charging stations.

2.4 GHG MITIGATIONS

The primary greenhouse gas (GHG) mitigations are addressed in the compact, walkable design, proximity to public transit and requirements for "green" building practices of the Teal Club Specific Plan. Additional strategies to reduce GHG in the environment include:

2.4.1 URBAN FORESTRY

In addition to the aesthetic benefits to the community, planting trees has a number of beneficial results. Trees and vegetation temporarily sequester carbon dioxide and reduce other air pollutants. When strategically located, trees can also provide shading that reduces electrical use and minimizes potential heat island effects. The landscaping guidelines of the Teal Club Specific Plan, outlined in Section 3.7.7, encourage maximizing the number of trees selected for minimal maintenance and planted strategically for shade.

The neighborhood park, storm-water detention basins, agricultural buffers, vegetated swales and other landscaped areas will also be utilized for carbon sequestration.

2.4.2 OTHER GHG EMISSIONS

A number of additional strategies are included in the design and operation of the Teal Club Specific Plan to minimize GHG impacts and are quantified in the project EIR and Mitigation Monitoring Program.

Construction

During the construction phases of the project, exhaust emissions reductions will be required. These include the use of alternative fuel, electric equipment, diesel particulate filters, diesel oxidation catalysts, and new tier engines. Fugitive dust emissions reductions including construction site watering is required. The Teal Club Specific Plan EIR Mitigation Monitoring Program shall provide documentation of best practices to reduce emissions and impacts.

Architectural Coatings

Low volatile organic compound (VOC) coatings are required in all new construction.

Water

As discussed in the Infrastructure section of the Specific Plan, the potable water is sourced and treated locally, thereby reducing indirect GHGs. “Advanced Water Purification System” water will be delivered to the site through the City of Oxnard existing Ventura Road water lines and utilized throughout the project site.

Waste

Mandatory city recycling and green waste composting programs will be implemented throughout the project in compliance with City of Oxnard requirements throughout the life of the project.



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3

COMMUNITY DEVELOPMENT

3.1 PLANNING CONTEXT

The Teal Club Specific Plan site is one of the last major properties located within the City of Oxnard Sphere of Influence, established by the Ventura County Local Agency Formation Commission (LAFCO), and the City Urban Restriction Boundary (CURB) and has been designated for urban growth for many years. Figure 1-1 illustrates the CURB boundary and existing City of Oxnard boundary.

The Specific Plan land use conforms to the City's 2030 General Plan land use and density designation for the site. The City of Oxnard General Plan 2013-2021 Housing Element identifies the Teal Club Specific Plan site for development, and the 2021-2029 Draft Housing Element anticipates development of the Teal Club Specific Plan site. The State of California Department of Housing & Community Development (HCD) approved the 2013-2021 City of Oxnard Housing

Element with the inclusion of the Teal Club Specific Plan development. It is the only undeveloped site of its size within the Sphere of Influence and within the CURB boundary surrounded on three sides by industrial, residential and commercial land uses and adjacent to all municipal services. The site therefore provides an excellent location for a planned, orderly and efficient extension of existing urban development.

The Teal Club Specific Plan site is unique in that it is on an existing public transit corridor, adequately served by the City's existing sewer and water system and within walking distance of a variety of retail stores and support services. The city and county have an extensive agricultural land protection program that precludes local agencies from re-zoning the county's agricultural land without a public vote to allow land use changes to non-agricultural uses. When voters approved the city's Save Open Space and Agricultural Resources (SOAR) initiative in 1998, the Teal Club site was specifically located inside the urban growth boundary (CURB). The Ventura County SOAR initiative has been extended by voter approval to 2050. This county-wide land use policy continues the protection of agricultural resources and requires local planning agencies to consider how to best utilize the remaining infill properties to meet the housing needs of the coming decades. The Teal Club Specific Plan is intended to establish a land use plan that provides for future housing needs while being compatible with the existing surrounding land use and development patterns.

The project land Uses are listed in Table 3-1; the Land Use Plan is illustrated in Figure 3-1; A statistical summary of the land uses is provided in Table 3-2



3.2 LAND USE PLAN

The Teal Club Specific Plan envisions a pedestrian-oriented village that links to the existing adjacent community and provides for distinct residential neighborhoods serving as an Urban Village and containing a transit hub and a mix of commercial uses, employment centers, and public and recreation facilities. A ten-acre neighborhood park and a 7-plus acre park will serve new and existing neighborhoods. Public road improvements, shared HOA-maintained and operated private recreational facilities and an east-west internal multi-use public path are proposed.

The Oxnard School District has purchased an adjacent 25-acre parcel for the purpose of constructing K-8 school facilities. The school parcel is not a part of the Teal Club Specific Plan and has been evaluated under a separate EIR certified by the Oxnard School District.

Each residential neighborhood is planned to be within a half-mile radius of employment centers and/or neighborhood retail uses. All neighborhoods will be connected by pedestrian paths, bike lanes and/or easily-accessed neighborhood sidewalks. Class I and Class II bike routes are included within the Specific Plan area, and all perimeter streets will include Class I bike lanes, consistent with the City of Oxnard Bicycle & Pedestrian Master Plan.

The Specific Plan provides a variety of housing types and residential densities including both market-rate and income-restricted affordable housing within the plan area. For-sale housing will range from multi-family units to small lot, single-family homes on lots up to 3,500 square feet in size. The variety of housing types and densities will provide for a wide price range for multiple household types and incomes to meet a

portion of the future housing needs of the City of Oxnard.

The Urban Village concept envisions a highly visible, pedestrian-accessible central multi-use path to encourage walking and biking within the community. The Ventura Road frontage north of Beverly Drive will contain commercial and retail businesses. A mixed-use gateway is planned for the Beverly Drive entry area immediately west of Ventura Road. The retail center and mixed use area, containing a public plaza, will be within walking distance to all new residential neighborhoods and is adjacent to a main line transit stop for access to nearby employment centers such as the Esplanade, Naval Base Ventura County and Channel Islands Harbor. A business/research park on the south side of the project would provide another source of potentially “walkable” jobs within the planning area.

The centrally-located ten-acre neighborhood park is intended to be a gathering place and a healthy activity zone for the entire community. Concurrent with residential construction of Phase 1 of the Specific Plan the developers shall provide 6.5 acres of the ten-acre park and construct the Phase 1 park improvements as required by the Phase 1 Development Agreement.. Programming for this park will be determined by the Oxnard Recreation and Community Services Department prior to approval of Phase 1 development entitlements. Development of Phase 2 shall provide an additional 3.5 acres, with park completion as required by future Phase 2 project Conditions of Approval.

Programming in the ten-acre park will consist of both active recreation elements (game courts, game fields and tot lot/playground areas) and passive recreation elements (benches, sidewalks

**Table 3-1
Land Use Table**

Land Use	Maximum Density	TOTAL PLANNED			
		Acres (1)	Units (2)	Density	Bldg. Sq. Ft.
RESIDENTIAL USES & LAND USE CATEGORY:					
PA-1 Detached Cluster - Residential Low Medium	10 DU/Ac.	17.52	140	8 DU/Ac.	-
PA-2 Detached Cluster - Residential Low Medium	10 DU/Ac.	10.01	80	8 DU/Ac.	-
SUBTOTAL Detached Cluster Units	-	27.53	220	-	-
PA-3 Attached or Detached Townhome - Residential Medium	18 DU/Ac.	9.6	145	15 DU/Ac.	-
PA-4 Attached or Detached Townhome - Residential Medium	18 DU/Ac.	5.54	88	16 DU/Ac.	-
PA-5 Attached Apartment/Condo - Residential Medium High	30 DU/Ac.	10.57	240	23 DU/Ac.	-
PA-11 Attached or Detached Condo - Residential Low Medium	12 DU/Ac.	15.64	167	11 DU/Ac.	-
PA-12 Attached Apartment/Condo - Residential Medium High	30 DU/Ac.	4.43	100	23 DU/Ac.	-
Commercial/Mixed Use (Residential component)	-	0.00	30	-	-
SUBTOTAL Multi-Family	-	45.78	770	-	-
TOTAL RESIDENTIAL	-	73.31	990	-	-
PARKS & OPEN SPACE					
PA-8 Community Park - Phase 1 Portion	-	6.50	0	-	5,000
PA-9 Community Park - Phase 2 Portion	-	3.50	0	-	-
PA-10 Community Park - Phase 2	-	7.38	0	-	-
Beverly Dr. Greenbelt	-	0.38	0	-	-
SUBTOTAL Parks & Open Space	-	17.76	0	-	5,000
COMMERCIAL/MIXED USE					
PA-6 Commercial/Mixed Use - General Commercial	-	4.35	0	-	10,000
PA-7 Village Commercial - General Commercial	-	4.43	0	-	45,000
SUBTOTAL Commercial/Mixed Use	-	8.78	0	-	55,000
LIGHT INDUSTRIAL					
PA-13 Business Research Park	-	6.19	0	-	88,000
PA-14 Business Research Park	-	2.92	0	-	44,000
SUBTOTAL Light Industrial	-	9.11	0	-	132,000
ARTERIAL ROADWAYS					
Ventura Road	-	2.82	0	-	-
Doris Avenue	-	2.80	0	-	-
Patterson Road	-	0.30	0	-	-
Teal Club Road	-	7.20	0	-	-
SUBTOTAL Arterial Roadways	-	13.12	0	-	-
INTERIOR ROADWAYS & MISC.					
Interior Roadways show in Fig 2-1	-	22.18	0	-	-
Stormwater Treatment / Detention Basins	-	5.46	0	-	-
SUBTOTAL Interior Roadways & Misc.	-	27.64	0	-	-
TOTAL PROJECT	-	149.72	990	-	192,000

1. Land Use Acres shown in this table are Net Area, measured from the right-of way line of streets shown in the Teal Club Specific Plan "Precise Land Use Plan", Figure 2-1.
2. The number of units within any Residential land use area may be refined during the course of subsequent City review and approval, provided that the total number of units within the Specific Plan does not increase beyond that shown in this table, or unless subsequent approval includes a density bonus and additional CEQA review as applicable under State or local law.

FIGURE 3-1 LAND USE PLAN

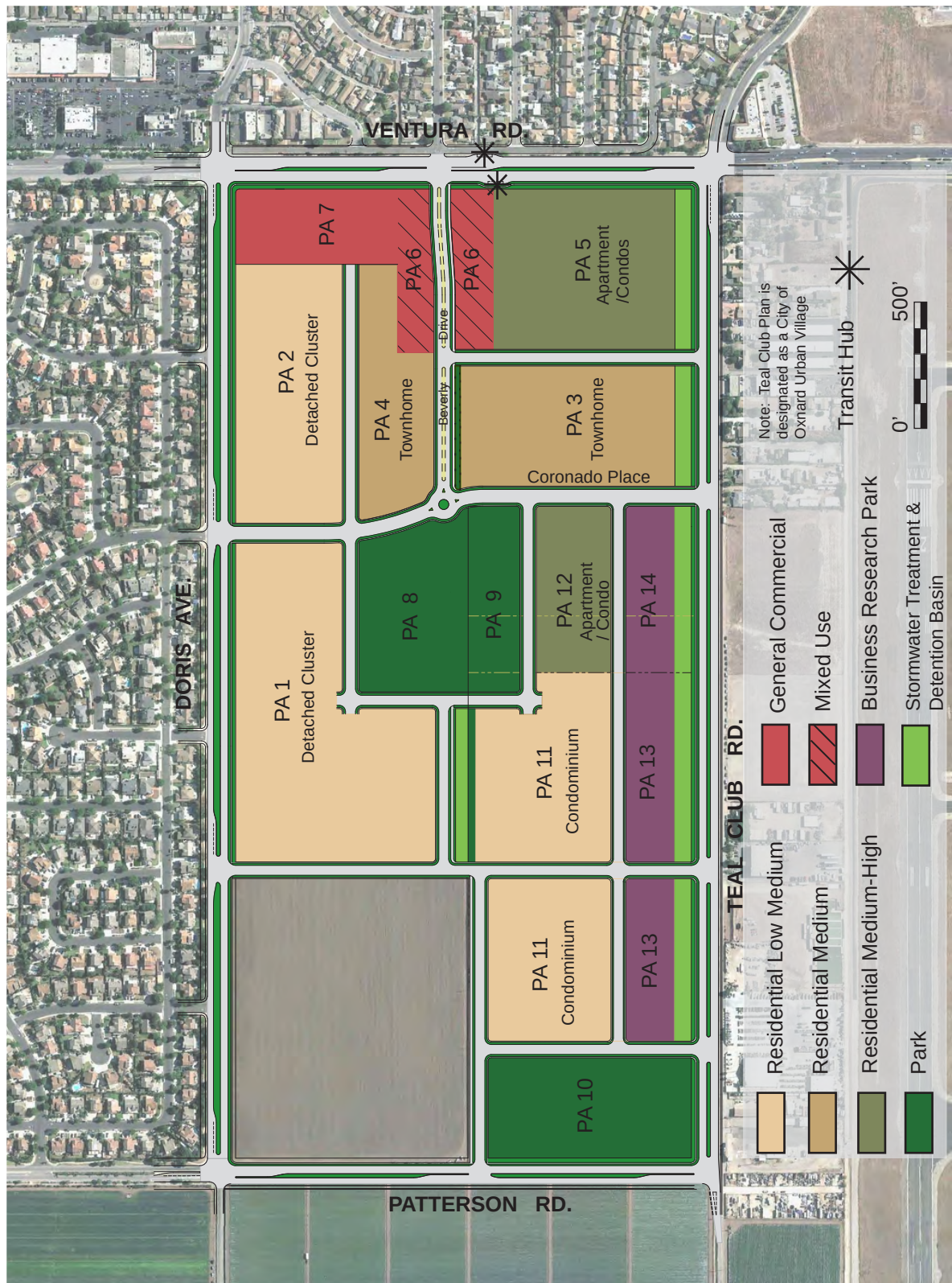


Table 3-2
Land Use Statistical Summary

Land Use Description	Planning Area	Acres	DU	SF	% of Total Plan
Recreation/Open Space Uses:					
Neighborhood Parks	PA 8-10	17.38		5,000	
Greenbelt		.38			
<i>Recreation/Open Space Subtotal:</i>		17.76		5,000	11.9%
Developed Uses:					
Mixed-Use, Village Commercial	PA 6 & 7	8.78	30	55,000	
Business Research Park	PA 13 & 14	9.11		132,000	
Medium-High Density	PA 5 & 12	15.0	340		
Medium Density	PA 3 & 4	15.14	233		
Low-Medium Density Residential	PA 1,2 & 11	43.17	387		
<i>Developed Uses Subtotal:</i>		91.2	990		60.9%
Streets & Misc.:					
Arterial Roadways		13.12			
Interior Roadways		22.18			
Detention Basins/Detention Basins		5.46			
<i>Streets & Misc. Subtotal:</i>		40.76			27.2%
Project Total:		149.72	990	192,000	100.00%



and small-scale picnic areas). Parking is intended to be primarily along the perimeter of the park, in either parallel or angled parking stalls along the street, in order to maximize the usable park area. Maintenance of the neighborhood park shall be funded by a financing district formed by the developers of the Specific Plan and financed by all development within the Specific Plan as provided for in the project Development Agreement(s).

An additional 7.3 acre park is included in Phase 2 at the western edge of the Specific Plan, at the northeast quadrant of the intersection of Teal Club Road and Patterson Road. Programming for this park will be determined by the Oxnard Recreation and Community Services Department prior to approval of Phase 2 development entitlements. Concurrent with construction of Phase 2 of the Specific Plan the developers shall provide 7.3 acres of land with park completion as required by future Phase 2 development project Conditions of Approval.

Maintenance of the Phase 2 neighborhood parks shall be funded by a financing district formed by the developers of the Specific Plan and financed by all developments.

Additional private recreation and common area open space amenities, including seating areas, barbecues and picnic tables, shall be located within the Medium Density neighborhoods of the plan area. The Medium-High Density planning area shall include a pool, seating areas, barbecues and picnic tables for use by the residents of that planning area. Collectively these public and HOA-member private amenities will ensure that outdoor recreational opportunities are located within a quarter mile walking distance of all residential units via the public multi-use trail and sidewalk network.

**TABLE 3-3
ZONING**

LAND USE DESCRIPTION	ZONING	DENSITY (DU/AC)
Low-Medium Residential - Detached Cluster	R-2	7-12
Low-Medium Residential - Attached or Detached Cluster	R-2	7-12
Medium Residential - Attached & Condominium	R-3	12-18
Medium-High Density Residential - Apartment/Condo	R-4	18-30
Mixed-Use Commercial (1st Floor)	C-2	N/A
Mixed-Use Residential (2nd/3rd Floor)	C-2	12-18
Village Commercial & CPD Uses	CPD	N/A
Business Research Park	BRP	N/A
Park	C-R	N/A
Greenbelts & Open Space	C-R	N/A

3.3 PROPOSED ZONE CLASSIFICATIONS & INCLUSIONARY HOUSING

3.3.1 ZONE CLASSIFICATIONS

Table 3-3 defines zoning classifications proposed within the Specific Plan area. In categories where this plan does not establish or define standards, the standards of the City of Oxnard Zoning Ordinance shall apply. All uses within the zoning classifications of this Specific Plan shall be consistent with those allowed in Chapter 16 of the Oxnard Municipal Code. Special Use Permits shall be allowed as defined in Section 8 of this Specific Plan

3.3.2 INCLUSIONARY HOUSING

The Teal Club Specific Plan includes a range of housing types. Chapter 7 provides additional housing information. In accordance with the Housing Element of the City's General Plan and the Urban Village criteria, the Teal Club Specific Plan residential component will require that 15% of the total residential development is Affordable Housing for very low and lower-income workforce households (defined as Very Low and Low Income Households). Affordable Housing Agreements shall be executed and covenants recorded as necessary to insure that all Affordable Housing units within the Specific Plan remain affordable for a period of 55 years.

3.4 DEVELOPMENT STANDARDS

Table 3-4 defines the Development Standards for the Teal Club Specific Plan. An overall objective of this Specific Plan is to create a walkable neighborhood with highly visible

pedestrian connections in an open, visually pleasing setting. The Development Standards are established to provide objective standards governing development of each of the Planning Areas. The Development Standards ensure that each neighborhood is developed consistent with the Zone Classifications outlined in Section 3.3 and within the density range of development in each Planning Area. For each Zone Classification the Development Standards define the allowable building height, setback requirements and other standards to be met in site planning for each Planning Area.

Any deviations from these standards in the residential Zone Classifications shall require approval of a Residential Planned Development (RPD) Permit as defined in City of Oxnard Municipal Code Section 16-450. In the BRP and Commercial/Mixed Use areas a Development Design Review Permit is required for any deviations from these standards. The Setback Requirements of this Specific Plan shall be applied as the minimum requirements for projects within the Specific Plan, unless modified by an RPD Permit.

The City of Oxnard Municipal Code shall regulate development in the Teal Club Specific Plan, except as modified by the Specific Plan text, conditions, regulations and standards contained herein. In such cases where Teal Club Specific Plan text, conditions, regulations and standards conflict with those in sections contained in the City of Oxnard Municipal Code, the Teal Club Specific Plan text, conditions, regulations and standards shall apply.

3.5 DESIGN OVERVIEW

This section discusses and expands upon the development plan identified in Section 2. The design philosophy and objectives outline the



Urban Village design of the Teal Club Specific Plan area. The design guidelines establish concepts and the range of features to be considered in the design of future residential, commercial, mixed-use and industrial land uses. These guidelines can be implemented in a variety of ways and are written to provide architectural flexibility and encourage diversity in architecture.

3.6 DESIGN PHILOSOPHY & OBJECTIVES

The Teal Club Specific Plan seeks to create a new community that carefully integrates multiple land uses in a walkable setting. The entire plan area is linked together by the east /west multi-use trail, Class II bike lanes, and neighborhood sidewalks. The design incorporates Urban Village concepts with an emphasis on highly-visible pedestrian routes and the interconnection of residential neighborhoods, community-serving commercial uses, recreational opportunities, the adjacent Oxnard School District educational facilities and on-site public transportation access. The bike path circulation plan is illustrated in Figure 4-11.

The Teal Club Specific Plan encourages commercial spaces and residential neighborhoods with a strong sense of identity through planning and landscape architecture emphasizing the Mediterranean climate as well as architecture that complements the design character of Coastal California. To accomplish this, the design guidelines for the project draw heavily from neighborhoods having stood the test of time and known for their beauty and ambiance, particularly the Henry T. Oxnard Historic District in the nearby Wilson Neighborhood and the older coastal residential neighborhoods of Santa Barbara and Carpinteria, California.

3.6.1 PEDESTRIAN-ORIENTED DESIGN OBJECTIVES

The pedestrian-oriented design objectives play a significant part in defining this Specific Plan by facilitating direct connections between the individual residential neighborhoods, commercial and mixed-use, and business research developments. The design guidelines reinforce the Urban Village and small town image through the emphasis of architecture, landscaping, and hardscape elements at the pedestrian level.

The entire project site is interconnected by sidewalks along public streets, pedestrian and multi-use paths, and bike lanes on major public streets. Public plazas and gathering places in the residential and mixed-use areas are easily accessed by the pedestrian network to enhance the walking experience. A few minutes of walking will take residents and workers anywhere within the proposed project. A bus stop and shelter for the Gold Coast Transit Ventura Road route is located at the project entry intersection of Ventura Road and Beverly Drive. The pedestrian circulation plan is illustrated in Figure 3-2. For street design cross-section dimensions see Section 4.2, Figure 4-2 to Figure 4-10.

Various traffic calming methods shall be utilized in the planning area including “chokers” at local and collector street intersections with crosswalks, clearly defined to promote pedestrian movement between the neighborhoods. Roundabouts or traffic circles may be incorporated into local and collector streets and private drives to reduce traffic speeds, promote even traffic flows, and provide safe crossing locations for pedestrians. Landscape within the roundabouts aim to soften the visual impact of roadways and reduce the dominance of automobiles in the pedestrian context.

**Table 3-4
Development Standards Summary**

Zoning	R-2 Detached Cluster	R-2 Attached Condo	R-3	R-4	Mixed Use	C-2	BRP
Maximum Density	12	12	18	30	18	N/A	N/A
Maximum Height	30 ft. ¹	30 ft. ¹	45 ft. ¹	50 ft. ¹	45 ft. ¹	35 ft. ¹	35 ft.
Minimum Lot Area	2,500 sf	N/A	N/A	N/A	N/A	10,000 sf	20,000 sf
Minimum Lot Frontage	40 ft. ²	N/A	N/A	N/A	N/A	N/A	100 ft.
Minimum Lot Width	40 ft. ²	N/A	N/A	N/A	N/A	N/A	100 ft.
Minimum Lot Depth	50 ft. ²	N/A	N/A	N/A	100 ft.	N/A	100 ft.
Private Open Space	150 ft. ³	150 sf ³	100 sf ³	50 sf ³	50 sf ³	N/A	N/A

Note: Overall developed residential building footprint coverage of the Specific Plan cannot exceed 25% of the total residential area of the Specific Plan, calculated inclusive of streets, paved areas, parks, landscape, open space and private yards, in accordance with the Oxnard Airport Master Plan. Commercial and Industrial uses cannot exceed 50% building footprint coverage of the total Commercial and Industrial use areas.

Set-back Requirements⁵

Front Building	10 ft.	10 ft.	10 ft.	15 ft.	0 ft.	10 ft.	30 ft.
Front Porch	10 ft.	10 ft.	N/A	N/A	N/A	N/A	N/A
Garage	18 ft. ⁴	3 ft.	3 ft.	3 ft.	N/A	N/A	N/A
Side	5 ft.	5 ft.	5 ft.	5 ft./story	5 ft./story	5 ft.	Equal to bldg height
Rear	5 ft.	5 ft.	5 ft.	5 ft./story	5 ft./story	15 ft.	20 ft.
Front-to-Front	25 ft.	25 ft.	25 ft.	30 ft.	25 ft.	N/A	N/A
Patio Cover	5 ft.	5 ft.	5 ft.	N/A	5 ft.	N/A	N/A

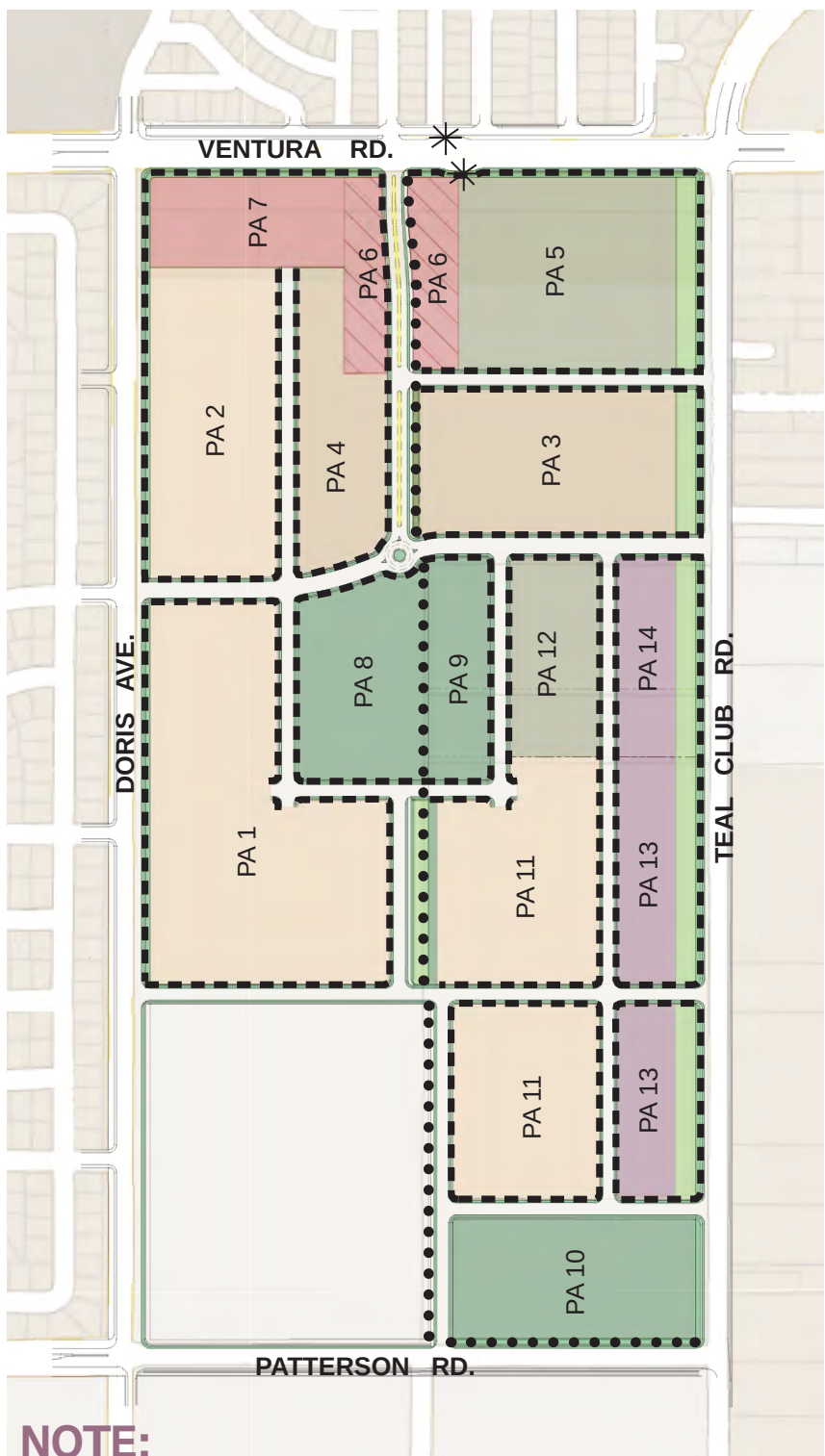
General Note: Allowed uses within all zoning classifications shall be consistent with those allowed or conditionally allowed by Chapter 16 of the City of Oxnard Municipal Code. All projects within the Specific Plan require Development Design Review. In addition, approval of a Special Use Permit shall be required for any conditionally allowed uses or any deviations from the Development Standards within the Specific Plan. Any deviations from the Residential Development Standards of this Specific Plan require approval of a Residential Planned Development (RPD) Permit as defined in City of Oxnard Municipal Code Division 12 Residential Planned Unit Developments. The Setback Requirements of this Specific Plan shall be applied as the minimum requirements for projects within the Specific Plan, unless modified by an Special Use Permit. Such conditions that concern numerical standards shall not increase or decrease by more than 25 percent the requirements that apply in the basic zone.

Footnotes:

1. Additional height allowed subject to approval of a Special Use Permit and conformance with FAA requirements.
2. Decreased dimension allowed subject to approval of a Special Use Permit.
3. Private Open Space defined as residential unit patio, porch and / or balcony with a six-foot by six-foot minimum dimension.
4. Garage set-back must be greater than the building set-back from street frontage property line.
5. Development within PA8 park area would be subject to C-2 Zone Standards.



FIGURE 3-2 PEDESTRIAN CIRCULATION



NOTE:

- Primary Sidewalk
- Multi-Use Trail
- Transit Hub

(See Figure 4-11 for Bike Path information)



3.6.2 RESIDENTIAL DESIGN OBJECTIVES

The primary residential design objective is to use Urban Village design concepts and architecture to create effective and balanced pedestrian-oriented environments.

Residential uses make up approximately 50 percent of the Specific Plan area. Within the residential planning areas, three land use densities are allowed: Low-Medium, Medium, and Medium-High density. In accordance with the City's General Plan, these designations allow maximum densities of 12, 18, and 30 units per acre, respectively. Within each of these land use density neighborhoods, the design guidelines allow for several styles of architecture. The development guidelines for Low-Medium and Medium residential land uses require a minimum of three separate floor plans and four distinct exterior elevations for each neighborhood. These design variations promote visual and aesthetic interest within these residential communities. Medium-High residential land uses require that a single, uniform architectural style be implemented for each individual project; each project shall be architecturally distinct in this land use category. This approach will create a sense of unique identity and character for each multi-family attached development with the Specific Plan.

3.6.3 URBAN VILLAGE & MIXED-USE COMMERCIAL DESIGN OBJECTIVES

The primary urban village and mixed-use design objective is to ensure that the Specific Plan provides appropriately scaled commercial projects that serve the needs of full-time residents and daytime employees. In this context the term "mixed-use commercial"

applies to retail, office, and restaurant uses along Ventura Road and near the Ventura Road and Beverly Drive intersection. Diverse neighborhood retail uses and professional office space encourage a walkable "park once" strategy that further reduces dependency on automobiles within the project.

A central public plaza will serve as a community hub along Beverly Drive and will anchor the Urban Village. The plaza will be located westerly of the Ventura Road intersection to minimize roadway noise impacts. Buildings near the plaza shall activate the public realm by including outdoor dining and recreational activities to create a vibrant social and cultural character consistent with the Coastal California motif. The plaza area shall have a minimum dimension of 100' in any direction and include both fixed perimeter seating and a central multi-function area for neighborhood arts and cultural use. The public plaza will include an identity feature that will further define the space. A conceptual illustration for the plaza and typical proposed features are provided in Figure 3-3.

The mixed-use area will include creative, contemporary architectural references to "Traditional" or "Spanish Colonial Revival" building design as described in Section 3.7 of this Specific Plan. The buildings and garden spaces of this area shall be linked by sidewalks and landscaping that visually reduce the dominance of required parking within the site. Patios or courtyards shall be included within this area and clearly-defined pedestrian access throughout the mixed use area shall be provided. A portion of the commercial parking shall be provided in parking lots clustered away from public street view and with consideration for shared use by daytime and evening functions.



The mixed-use area may include residential units in either a vertical or horizontal mixed-use setting. The transition between land use types shall be emphasized by landscape and hardscape features that encourage interaction, yet provide adequate separation for all uses. Residential units shall include patios or private decks. Buildings in this area will not exceed three stories, in keeping with the moderate-intensity character of the site and the adjacent community.

3.6.4 BUSINESS RESEARCH PARK DESIGN OBJECTIVES

The Specific Plan proposes approximately 9.1 acres of land designated for business research park uses. These uses are located along the southern perimeter of the planning area and provide a buffer from industrial zoning and uses along the south side of Teal Club Road and the Oxnard Airport. This area will serve as an employment center and provide smaller, light industrial business spaces linked to the surrounding community by the sidewalk network and Class I & II bike lanes, both within the Specific Plan and on the perimeter streets.

The design objective of this business research area is to create a distinct sense of place and an extension of the walkable community context established throughout the rest of the Specific Plan area. Direct connection to bike lanes and easily accessible sidewalks encourage the interaction and creativity essential to a healthy workplace. Patios and small-scale open spaces shall be included within each industrial site at locations that encourage frequent use and allow for connection to the Specific Plan pedestrian and bike lane network. The design

consistency and attention to both landscape function and architectural form are intended to provide a clear identity for the industrial area while creating a valuable economic and job-creation resource for the City of Oxnard.

The land use ranges allowed for this area shall be consistent with the City of Oxnard Business Research Park (BRP) Zone Classification.

The architectural character of the business research area shall not be limited to the range of styles identified in the residential section of the Specific Plan, but shall allow for contemporary themes that can more effectively serve the needs and express the identities of the anticipated users.

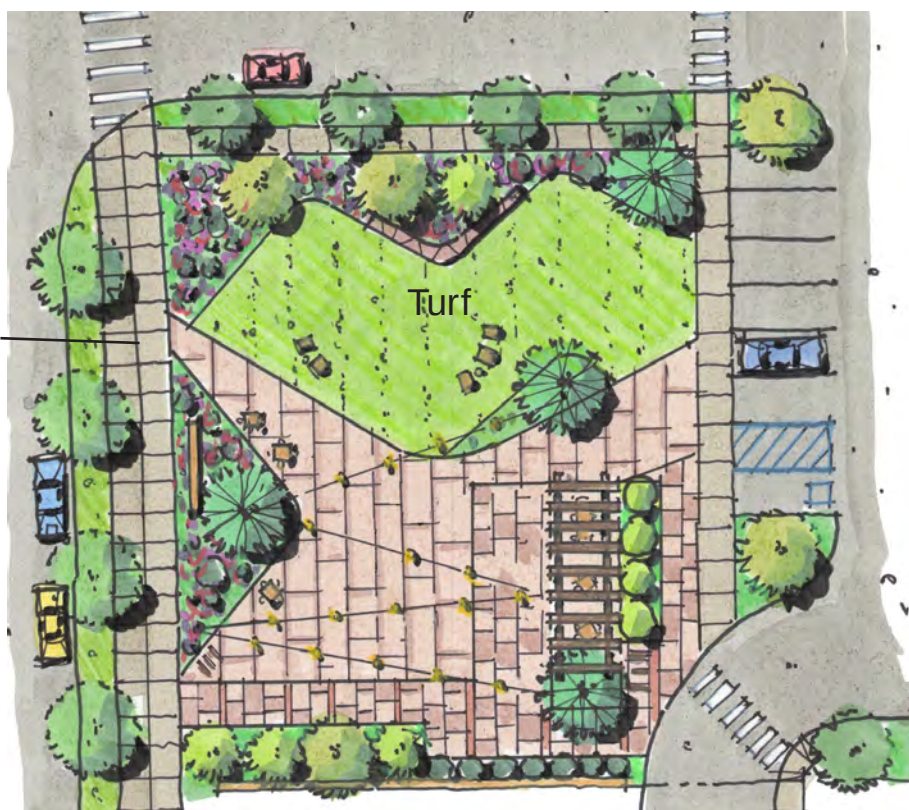
The business research buildings shall incorporate both passive and active energy-saving technologies and design. Photovoltaic Solar Panels shall be required within this planning area. Buildings are to be located near the Teal Club Road frontage and a minimum of 40 percent of tenant parking is to be clustered in parking areas away from major public street view to the extent practical in site design. Up to 60 percent of required parking shall be allowed between Teal Club Road and the building frontage in private parking lots. Outdoor storage is not allowed with the BRP zone. Loading areas and other service functions shall be effectively screened from public view to enhance the visual character of the area. A 20-foot wide landscape buffer and 8-foot high slumpstone block wall separating the residential street from the BRP area shall be incorporated in to the site design as shown in Figure 3-4. Buildings in the BRP zone shall not exceed 35' in total height, including required mechanical equipment screening and are subject to any additional Oxnard Airport height and lighting limitations.

FIGURE 3-3 CENTRAL PUBLIC PLAZA



FIGURE 3-3 CENTRAL PUBLIC PLAZA

Multi-Purpose Trail



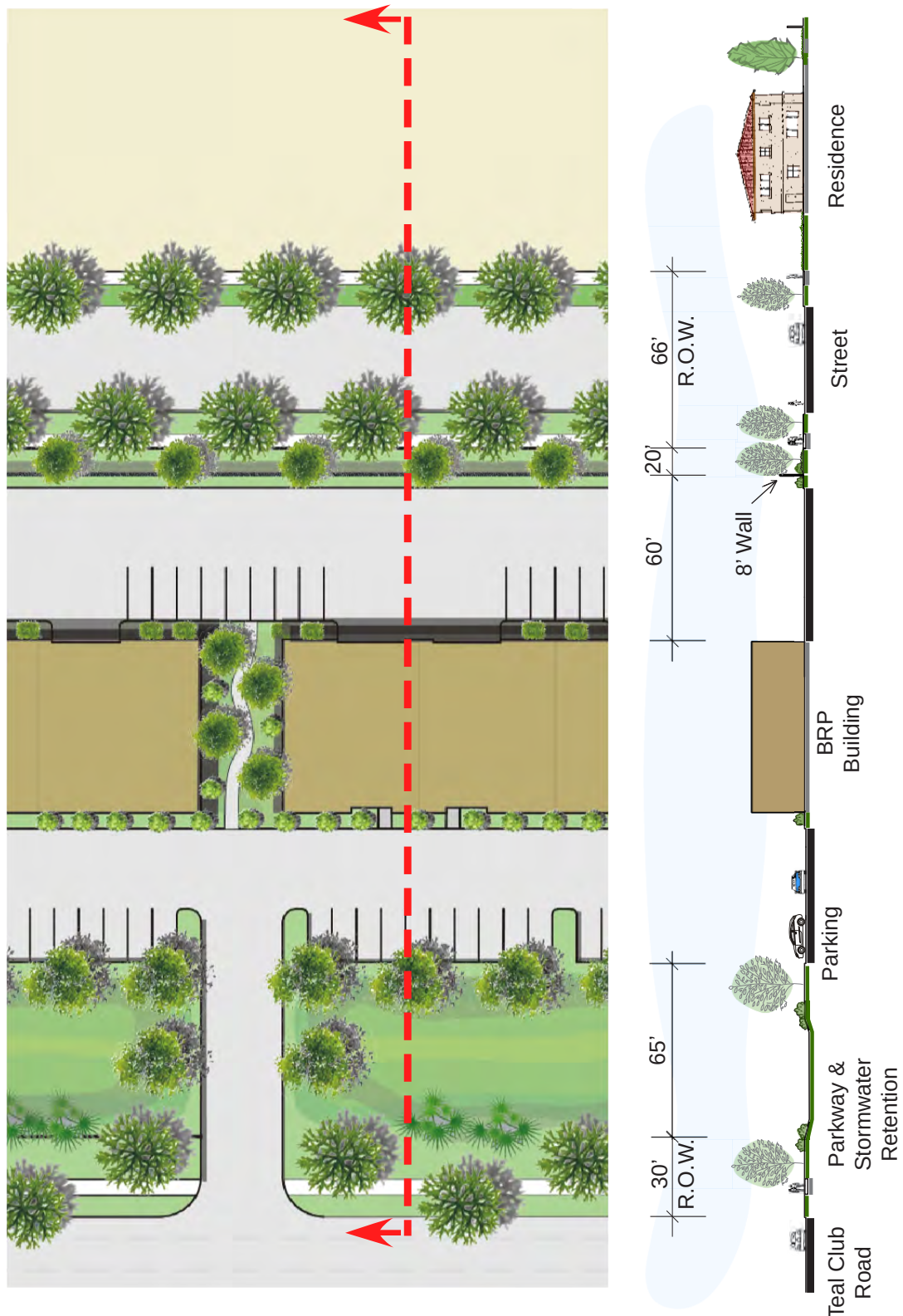
Central Plaza



Outdoor Seating

Public Space

FIGURE 3-4 BRP LANDSCAPE BUFFER





3.6.5 OPEN SPACE DESIGN OBJECTIVES

The design objective of the Specific Plan open space areas is to ensure an integrated plan addressing recreational and aesthetic issues. All run-off from the project will be captured and treated to the standards of the Environmental Protection Agency and Regional Water Quality Control Board through a series of bio-swales, filtration ponds, and other vegetated treatment systems. Plant materials selected for the drainage network shall consist of native species and selected adaptive plant materials appropriate for both habitat and visual enhancement for either upland, transitional, or wetland locations. Approximately 5.4 acres of Stormwater Treatment and Detention Basins are proposed within the overall Specific Plan area.

Additional open space within the plan area includes approximately 17.7 acres of parks and greenbelts. These sites are intended to provide for the recreational needs of the residents of the plan area in an interconnected network of paths, trails, and sidewalks.

The neighborhood park and recreation facilities shall be designed and programmed in cooperation with the Oxnard Recreation and Community Services Department to ensure that the widest possible range of neighborhood-compatible outdoor activities are provided within the planning area.

3.7 DESIGN GUIDELINES

3.7.1 ARCHITECTURAL STYLES

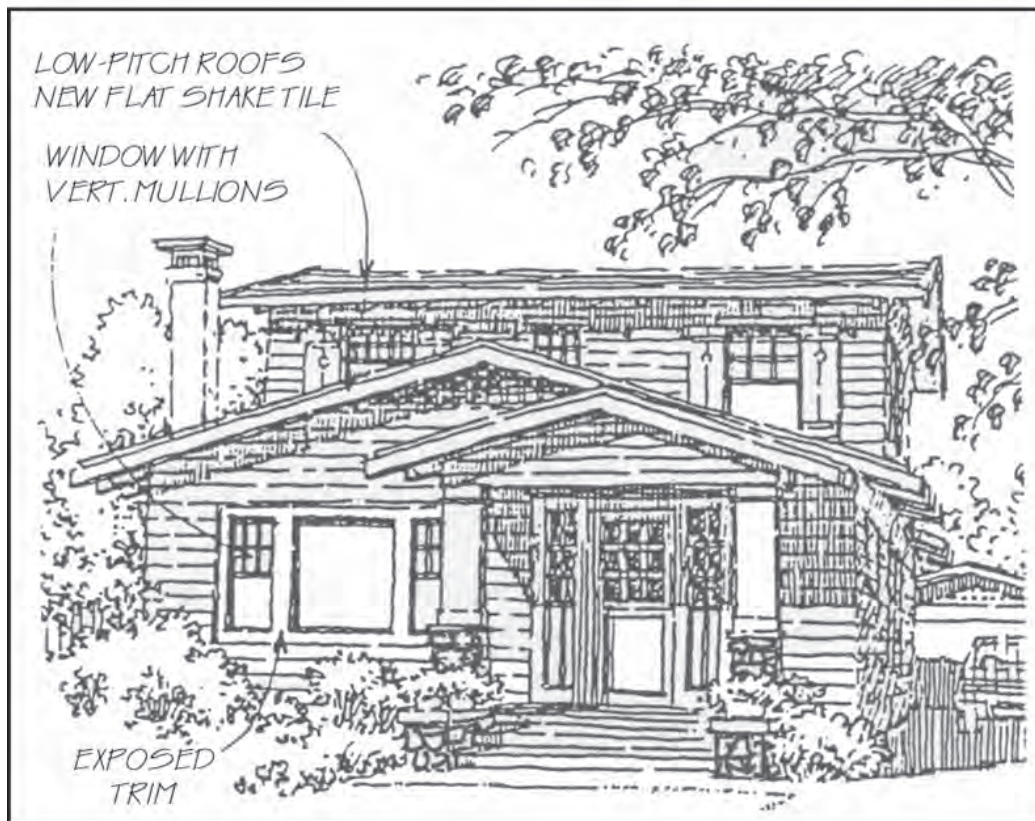
This section provides the overall design guidelines for residential and other land uses within this Specific Plan area. Architecture is a key component of the appearance of the Specific Plan area. The design guidelines outlined in the following sections provide general design criteria and promote visual compatibility while allowing for individuality and architectural diversity. Four architectural styles form the basis for these design guidelines: Craftsman, Traditional, Spanish Colonial Revival, and Monterey (see Figures 3.5-3.8). Creative, contemporary interpretation of these styles is strongly encouraged. All homes shall provide solar panels and be pre-wired to accommodate electric vehicle plug-in portals.

The architectural styles chosen have remained popular over time and are consistent with the prevailing history and design character of the region and the nearby Oxnard Historic District. They are intended to provide direction to the architect, while allowing latitude in the interpretation of the style. The styles represented are not intended to be prescriptive, but are intended to provide inspiration and encouragement. Additional architectural styles may be considered, subject to approval by the Development Services Director. Contemporary themed architectural styles are recommended in the Specific Plan Business Research use planning areas.

Craftsman - Figure 3-5

Unique characteristics of the Craftsman style include rustic texture of building materials, broad overhangs with exposed rafter tails at the eaves, and often extensive pergolas and trellises over large porches at the lower level. Roofs are low-pitched and gabled with wide unenclosed eave overhangs. Windows are often combined into horizontal groupings and are surrounded by wide and carefully detailed wood or other appropriate trim.

Elements	Description
<i>Roof</i>	☐ One and three-story structures (four-story allowed in Medium-High Density). ☐ Low-pitched gable roofs with wide unenclosed eave overhangs. ☐ Multiple roof planes. ☐ Decorative beams or braces under gable. ☐ Exposed, profiled rafter tails or fascia board set eaves, and simple wide bargeboards with trim at rakes (no stucco soffits). ☐ Flat concrete or slate tile roofs.
<i>Windows</i>	☐ Vertical and square windows combined into horizontal groupings. ☐ Divided lites in upper sashes of single- or double-hung windows. ☐ Surrounded by wide and carefully detailed wood or other appropriate trim. ☐ Window dormers with gable or shed roof.
<i>Wall Materials</i>	☐ Wide, horizontal wood siding or smooth stucco. ☐ Frequent use of natural or simulated cobblestone and river rock. ☐ Occasional use of brick at base of wall or porch. ☐ Rubble stone faux chimneys. ☐ Use of natural materials such as redwood, tile, and stone. ☐ Exposed wooden balconies. ☐ Trellis porch or porte-cochere.
<i>Architectural Elements</i>	☐ Tapered wood posts set on rectangular or tapered masonry piers. ☐ Exposed wood beams and brackets, profiled at the ends. ☐ Extensive use of gabled porches. ☐ Band sawed and pierced ornamentation in the wood railings.
<i>Colors</i>	☐ Brown rich contrasting accents. ☐ Lighter whites, grays, flat blues, earthy greens, and yellows.

Craftsman - Figure 3-5

Traditional - Figure 3-6

Unique features of the Traditional style draw on forms and details from the early ancestral homes along the Atlantic seaboard of Colonial America. Creative touches of wood and horizontal siding define the Traditional style, which is identified by simple one and two story rectangular boxes with a primary front to back side-gabled roof. Hip roofs tend to occur at the first story roof lines associated with porch elements.

Elements	Description
<i>Roof</i>	❑ One- or two-story except as deemed appropriate to specific design. ❑ Flat concrete tile or composition shingle tile . ❑ Roof pitches are steeper normally ranging from 5:12 to 7:12. First story porch roofs can have lower pitches of 3:12 to 4:12. ❑ Overhangs are typically shallow; 6” – 12” rakes with 12’ – 18” eaves, sometimes with the use of double trim fascia/barge boards.
<i>Windows</i>	❑ Single hung rectangular multi-paned windows frequently arranged in pairs or stacked at first and second floors. ❑ Bay windows. ❑ Typically louvered shutters at primary windows – sized to match window openings.
<i>Wall Materials</i>	❑ Stucco. ❑ Both horizontal and vertical accent siding is used – board and batten, clapboard and lap siding. ❑ Brick or stone is used mostly as a wainscot at the first story or on built-up column/post bases.
<i>Architectural Elements</i>	❑ Accentuated front entry door with pediment and columns or covered front porch. ❑ Decorative vents or trusses at gable ends. ❑ Wood columns/posts and railing with vertical pickets. ❑ Simple garage doors. ❑ Occasional use of dormer windows. ❑ Wood outlookers.
<i>Colors</i>	❑ White or a variety of brighter, bolder theme colors. ❑ Typically white/off white trim and fascia/barge board. ❑ Body siding colors should match the stucco color, however areas of accent siding should be contrasting darker shades or white. ❑ Deeper, darker shutter and accent colors.



Traditional - Figure 3-6



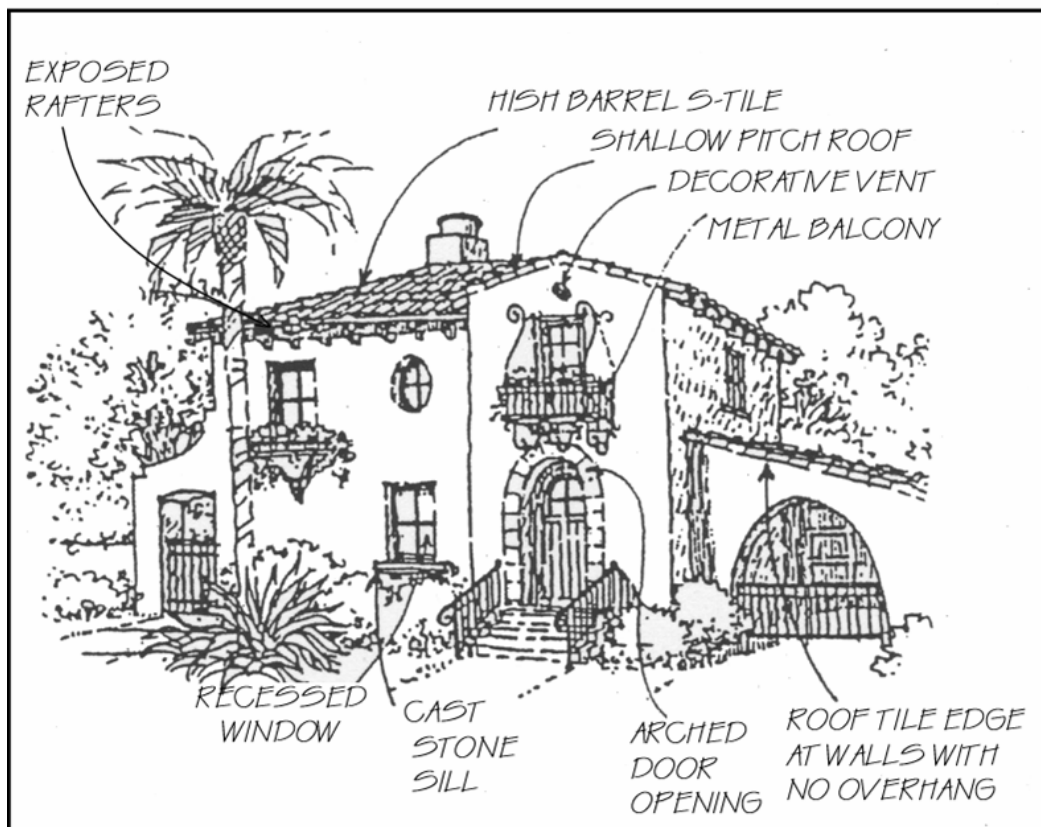
Spanish Colonial Revival - Figure 3-7

Unique features of the Spanish Colonial Revival style include red tile hipped roofs, ornamental ironwork over windows or on balconies, arcaded porches, ornate low-relief carvings highlighting arches, columns, window surrounds, and parapets. Stone or brick exterior walls often are left exposed or finished in plaster. Windows can be either straight or arched.

Elements	Description
<i>Roofs</i>	☐ One and three-story structures (four-story allowed in Medium-High Density). ☐ Low-pitched gabled roof with little or no overhang. ☐ Simple hip, gable, and shed forms. ☐ Exposed rafter tails or profiled cornice at eaves. ☐ No overhang at gables, with tile wrapped over face of wall, with or without profiled cornice and/or stucco soffits. ☐ High barrel concrete “S” tile in red colors, or two-piece/high-profile “S” clay tile.
<i>Windows</i>	☐ Recessed feature windows at façades. ☐ Flat, arched, segmental, or half round window heads. ☐ No trim typically at heads or jambs of typical openings. ☐ Stone or simulated cast stone, pre-cast concrete or stucco over foam at accent openings, or at sills of typical openings.
<i>Wall Materials</i>	☐ Smooth finish stucco (no rougher than sand or light lace finish). ☐ Cut or simulated stone accents. ☐ Clay or polyurethane/foam material made to faithfully simulated clay pipe scuppers and vents. ☐ Shutters at windows accent windows.
<i>Architectural Elements</i>	☐ Heavy exposed beams. ☐ Iron, steel bar block simulating wrought iron, or wood balconies and rails. ☐ Masonry, stucco, or wood column and balustrades. ☐ Arcades and trellises. ☐ Decorative tile insets; decorative wrought iron railings, window treatments, or balconies. ☐ Low stucco wall at frontage, enclosing forecourt.
<i>Colors</i>	☐ White and off-white walls. ☐ Dark brown wood. ☐ Vibrant paint and tile accents.



Spanish Colonial Revival - Figure 3-7



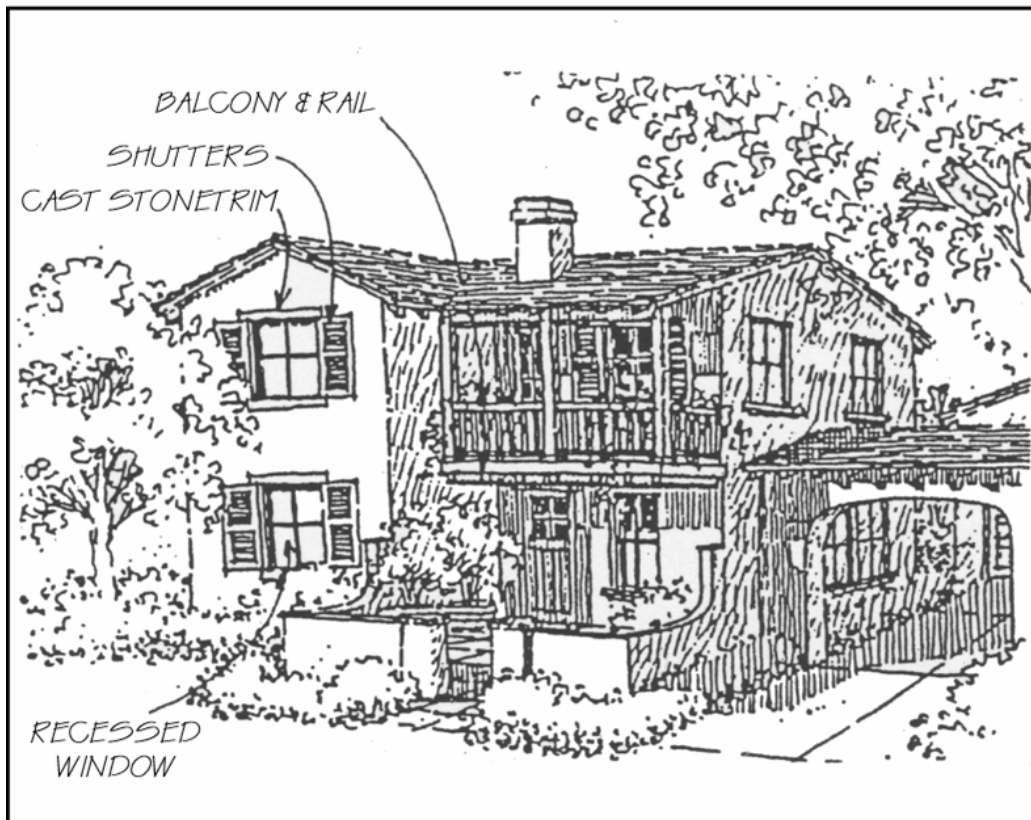
Monterey - Figure 3-8

Unique characteristics of the Monterey style include low-pitched roofs with flat concrete tile, usually in tones of browns and brownish terra cotta. The Monterey typically has a prominent second floor covered wood balcony or covered front porch at the façade. Wall surfaces are always stucco and the forms are usually asymmetrical.

Elements	Description
<i>Roofs</i>	☐ One and three-story structures (four-story allowed in Medium-High Density). ☐ Low-pitched gabled roof with little or no overhang. ☐ Simple hip, gable, and shed forms. ☐ Exposed rafter tails or profiled cornice at eaves. ☐ No overhang at gables, with tile wrapped over face of wall, with or without profiled cornice and/or stucco soffits. ☐ High barrel concrete “S” tile in red colors, or two-piece/high-profile “S” clay tile.
<i>Windows</i>	☐ Recessed feature windows at façades. ☐ Flat, arched, segmental, or half round window heads. ☐ No trim typically at heads or jambs of typical openings. ☐ Stone or simulated cast stone, pre-cast concrete or stucco over foam at accent openings, or at sills of typical openings.
<i>Wall Materials</i>	☐ Smooth finish stucco (no rougher than sand or light lace finish). ☐ Cut or simulated stone accents. ☐ Clay or polyurethane/foam material made to faithfully simulated clay pipe scuppers and vents. ☐ Shutters at windows accent windows.
<i>Architectural Elements</i>	☐ Heavy exposed beams. ☐ Iron, steel bar block simulating wrought iron, or wood balconies and rails. ☐ Masonry, stucco, or wood column and balustrades. ☐ Arcades and trellises. ☐ Decorative tile insets; decorative wrought iron railings, window treatments, or balconies. ☐ Low stucco wall at frontage, enclosing forecourt.



Monterey - Figure 3-8



3.7.2 RESIDENTIAL DEVELOPMENT

Residential uses include various densities ranging from R-2 (maximum 7 to 12 dwelling units per acre), to R-3 (maximum 12 to 18 dwelling units per acre), to R-4 (18 to 30 units per acre). A fundamental planning principle of this Specific Plan is to incorporate a range of development densities located within close proximity. Higher densities will be designed as clustered neighborhoods, with resident parking and automobile access from an interior parking court which is accessed off of secondary streets. This design reduces the number of curb cuts and automobile activity on the main streets, improving automobile circulation and maintaining pedestrian friendly activity. These higher density clusters will be located along the main circulation arteries or near employment centers and retail services. Less dense residential development will be oriented away from the commercial and automobile activity. This type of clustered neighborhood design with access and orientation to the street is

consistent with the Traditional Neighborhood Design Concept proposed for this Specific Plan.

The following Design Guidelines for this Specific Plan are consistent with both the City of Oxnard Zoning Code and the recommended architectural styles.

General Design Guidelines for Residential Uses

The following guidelines apply to all residential development within the Teal Club Specific Plan area.

Residential	General Design Guidelines for Residential Uses	Table 3-4
<i>Site Planning</i>	□ Orientation of buildings to the street is a fundamental objective of this Specific Plan. In multi-family residential areas, one of the prevalent features shall be an attractive internal pedestrian-oriented circulation system. □ Street configuration is designed to maintain the majority of automobile traffic on main circulation arteries and limit the volume of automobile traffic on secondary streets. □ Neighborhood design along main travel arteries should be clustered with interior parking courts, which access off of secondary streets, thus limiting the number and frequency of curb cuts along the main street. □ Parking shall be provided for permitted uses in accordance with the provisions of the Zoning Code. Required parking for residences shall be located and designed in conformance with the development standards and the design guidelines.	



Residential	General Design Guidelines for Residential Uses	Table 3-4 continued
<i>Architectural Details</i>	□ These guidelines define a range of materials, elements, and details required for residential units and site improvements within the Specific Plan area and apply to all architectural styles recommended for residential land uses (see Section 3.7.1 for recommended architectural styles).	
<i>Roofs and Massing</i>	□ Allowable building forms shall be three-and four story for Medium-High, two-and three story massing for Medium Density residential and two-story for the Low-Medium density residential to be accompanied by taller appropriate details, as appropriate for the particular architectural style. □ Overhanging eaves should be finished with exposed rafter tails or a cornice, as appropriate for the selected architectural style. The minimum dimension of exposed rafter tails should be three inches. □ Skylights should be flat (non-bubble) only. □ Gutters should be painted galvanized steel or painted aluminum. Allowed gutter shapes are half round and ogee. □ Roofing materials should be concrete barrel or flat tile or high-quality composite materials. □ The roofing material for each house or building should be consistent with the selected architectural style, as specified in the architectural styles (Section 3.7.1) of these guidelines.	
<i>Doors and Windows</i>	□ Exterior doors and windows should be made of wood, vinyl clad wood, vinyl, or metal. □ Window glass should be clear glass with not more than 10 percent daylight reduction (tinting), and should not be reflective (mirrored). □ Windows may have the following accessories: shutters sized to match the openings, canvas awnings appropriate to the architectural style, and planter boxes supported by visible and decorative brackets.	

Residential	General Design Guidelines for Residential Uses Table 3-4 continued
<i>Doors and Windows (cont.)</i>	❑ Windows and doors may be trimmed in painted wood, brick, stone, or cast stone. ❑ Windows may be single-hung, double-hung, hinged casement, or slider. Windows on main façades should be consistent with the selected architectural style. ❑ Façades adjacent to or visible from the street should be fenestrated with windows and doors, identifying a principal entry to the building where practical.
<i>Walls and Fences</i>	❑ Building walls should be made of or finished in smooth or sand finish stucco, painted wood siding, brick, stone, or approved composite materials faithfully simulating these natural materials appropriate to the architectural style. ❑ Perimeter garden walls should be made of concrete sand - colored slump masonry material. ❑ Painted wood picket fences are allowed at the frontages of lots in the Low-Medium residential areas as long as they match the architectural style of the main structure. These fences should be a maximum of 36 inches in height and all fences shall be set back at least three feet from back of sidewalk with landscape between the sidewalk and fence. ❑ Rear yard walls visible from a street should be made of sand-colored slump block masonry. Interior yard walls and gates may be vinyl. ❑ Such walls should be no more than six feet in height, except where noise sources or adjacent grade differences require higher walls.
<i>Mechanical and Electrical Equipment</i>	❑ All mechanical and electrical equipment—including but not limited to air-conditioning units and antennas—whether roof-mounted, ground-mounted, or otherwise, should be screened from street view with construction materials and a design that is consistent with the architectural style of the main structure. An exception shall be made for flat roof-mounted solar panels.
<i>Colors</i>	❑ Roofs: Fireproof Materials appropriate to the architecture style of the main structure in color and texture. ❑ Walls: Natural materials or composite materials faithfully replicating the color and texture of the natural material, appropriate to the architectural style of the main structure. ❑ Accents: Traditional and historically correct colors to complement the selected architectural style.



R-2 Density Residential Guidelines

This residential density creates a moderate intensity development and provides for residential development of 7-12 units per acre in the form of two-story buildings, courtyard housing, condominiums, townhouses or detached two-story single-family houses. Buildings are to be designed in a manner that orients the main façades to the adjacent street and takes advantage of the associated circulation system. On-site parking shall be located primarily in street-facing or clustered garages. On-street parking shall be encouraged through site design. Minimal front yard setbacks will be used along main circulation arteries. Private outdoor space in the form of balconies, patios, and porches is required. Buildings should have definitive entries and should function to reduce the physical scale of the buildings through the use of pedestrian scale design elements. Development standards specified within the Development Standards (Table 3-4) of this Specific Plan shall be utilized. Additionally, the following Development Guidelines shall apply.



Residential	R-2 Density Development Guidelines	Table 3-5
	❑ Two-story maximum building height of 30 feet, or up to 35 feet with an approved Residential Planned Development Permit (RPD). ❑ A minimum of three variations of floor plans and three distinct exterior elevations shall be required. ❑ Lot sizes shall be per the Teal Club Specific Plan (Table 3-4). ❑ Front yard setbacks to porches or building shall be a minimum of 10 feet from adjacent street right of way, with a 2-foot minimum front setback variation between adjacent residences. ❑ Side and rear setbacks shall be a minimum of five feet, subject to site plan approval. ❑ Parking garages shall not be oriented to the adjacent arterial or collector street and shall be accessed through a private drive aisle or parking court where feasible. Garages facing local streets shall be set back further than the porch or main structure. ❑ The minimum parking requirements shall be per the City of Oxnard Zoning Ordinance. Of the spaces required, only guest parking spaces are allowed as “on-street” parking. ❑ Craftsman, Traditional, Spanish Colonial Revival, and Monterey architectural styles and contemporary interpretations are appropriate for Low-Medium Density Development. Trash receptacles, electrical transformers, and other service elements shall be located in areas where parking is permitted and shall be screened from public view within the allowable standards of public utility agency requirements. ❑ All mechanical and electrical equipment—including but not limited to air-conditioning units, and antennas—whether roof-mounted, ground-mounted, or otherwise, shall be screened from public view, except as limited by other agency regulations. An exception shall be made for flat-mounted solar panels. ❑ A minimum of two fully enclosed garage spaces are required for each detached unit.	



R-3 and R-4 Residential Design Guidelines

This residential category provides for residential development from 12 to 30 units per acre in the form of two- and three-story condominium buildings, courtyard housing, or townhouses as well as three- and four-story apartment buildings. Development standards per the City of Oxnard Zoning Ordinance for the R-3 and R-4 Zone Classifications shall apply, except as specified within the Development Standards (Table 3-4) of this Specific Plan. This density provides a moderate transition from arterial roadways and nearby commercial and industrial development. Buildings are to be designed in a manner that orients the main façades to the adjacent street and takes advantage of the associated circulation system. Resident parking shall be located primarily behind buildings or otherwise screened from street view. Guest parking may be accommodated in a combination of designated on-site spaces and on-street parking along the perimeter of a multi-family residential parcel. Clustered design is encouraged. Minimal front yard setbacks will be used along main internal circulation roadways. Private outdoor space in the form of balconies, patios, or porches is required. Buildings should have definitive entries and should function to reduce the physical scale of the buildings through the use of pedestrian scale design elements.

Pedestrian or bike access will be an integral part of the site design. The adjacent pedestrian oriented circulation system can be used as a secondary recreation area as it relates to providing residents with an enjoyable route to walk, jog, bike, etc. The following Development Guidelines shall apply.



R-3 AND R-4 DENSITY RESIDENTIAL

Residential	R-3 and R-4 Density Development Guidelines
	❑ R-3 shall have a three-story maximum building height of 45 feet, and R-4 shall have a four-story maximum building height of 50 feet, with any exceptions requiring an approved Residential Planned Development Permit (RPD) subject to FAA restrictions and in accordance with zoning standards. ❑ Lot sizes shall be per the Teal Club Specific Plan (Table 3-4) and comply with Subdivision Map Act standards for attached and multi-family dwelling units. ❑ Front yard setbacks along circulation arteries shall be 15 feet as measured from the adjacent right of way. On corner lots the front setback applies to both façades facing an adjacent roadway. ❑ Side and rear setbacks shall be determined by the individual Planned Development Permit of each project and may be less than those established in the Oxnard Zoning Code. Minimum building separation shall be 5 feet per story of the taller of two adjacent buildings. (Example: 15 foot building separation between a three-story building and a two-story building.) This shall apply to buildings located on either the same parcel or adjoining separate parcels. ❑ Parking areas shall not be located between the building and the adjacent street and shall be configured as “parking courts.” Any parking areas visible from a street frontage shall be screened from view by a low wall or by continuous landscaped shrubbery. ❑ The minimum parking requirements shall be per the City of Oxnard Zoning Ordinance. Of the spaces required, only guest parking spaces are allowed as “on-street” parking. Tandem garage parking shall be allowed in R-3 for-sale residential projects and included in parking count totals. Tandem spaces shall be assigned to the same unit. ❑ Trash receptacles, electrical transformers, and other service elements shall be located in areas where parking is permitted and shall be screened from public view within the allowable standards of public utility agency requirements. ❑ All mechanical and electrical equipment—including but not limited to air-conditioning units, and antennas—whether roof-mounted, ground-mounted, or otherwise, shall be screened from public view, except as limited by other agency regulations. An exception shall be made for flat roof-mounted solar panels. ❑ Craftsman, Traditional, Monterey and Spanish Colonial Revival architectural styles and contemporary interpretations are appropriate for Medium and Medium High Density Development.



3.7.3 COMMERCIAL & MIXED-USE DEVELOPMENT (C-2)

The commercial and mixed-use land use components of the Specific Plan occur along Ventura Road and Beverly Drive. Mixed-use properties are a unique development type in that they combine retail and office commercial uses in a single site along with residential uses in suitable locations. The typical mixed-use design primarily has retail or office uses located on the first-floor street or public plaza frontage, while residential uses occupy the upper floors. Mixed-use development is consistent with the Traditional Neighborhood Design form proposed for this Specific Plan. Mixed-use development is conducive to the small town, pedestrian-oriented design elements proposed in this plan.

The mixed-use area is envisioned as a gathering place consisting of a combination of single buildings and building groups with landscape and hardscape details as a focal point. The ambiance of the mixed-use zones shall be open-air, inviting, and accessible to the public.

The most desirable design will utilize combinations of construction materials and accent features such as brick, stucco, wood, or stone. Heights will vary from one to three-stories and façades will be modulated to create the desired “village” environment. Contemporary interpretation of the Traditional or Spanish Colonial Revival theme will build upon this ambiance and allow architectural variety in the mixed-use area.

The mixed use development will complement the residential development in the rest of the Specific Plan area. Visually and physically,

where two planning areas abut, there shall be a smooth transition so as not to detract from the overall design. This smooth transition is accomplished through the continuation of the adjacent mixed-use architectural styles, the use of consistent landscape and hardscape materials, the pedestrian-oriented street design, and the street intersection corner landscape open space design.

General Design Guidelines for Commercial & Mixed-Use (C-2)

The following Design Guidelines for the mixed-use development zones are consistent with the City of Oxnard General Commercial Zone (C-2) standards, except as specified within this Specific Plan, and are intended to highlight and expand on the uniqueness of these highly visible public spaces.



Commercial & Mixed Use	General Design Guidelines for Mixed Use & Commercial (C-2)
<i>Site Planning</i>	❑ Buildings should be aligned along a plaza or sidewalk. Outdoor cafes and seating areas are encouraged. ❑ Main entrances should have an architectural definition, such as an awning, recessed niche, three dimensional feature, or building projection. ❑ A combination of hardscape and landscape is required from the street or parking lots to the building wall on every setback area.
<i>Architectural Character</i>	❑ C-2 buildings shall have a two-story maximum building height of 35 feet, and Mixed Use shall have a three story maximum building height of 45 feet except with an approved Design Development Review Permit. ❑ Buildings should maintain architectural articulation and visual quality on all sides. ❑ Front façades for mixed-use buildings should be designed to create an individual identity to each vertical module or unit. ❑ Storefront or display windows shall encompass a minimum of 40 percent and a maximum of 70 percent of the building facade. ❑ All mechanical and electrical equipment including but not limited to air conditioning units, and antennas (whether roof-mounted or otherwise), should be screened from public view. ❑ The mixed-use area shall allow a wider range of colors, materials, and forms to encourage a creative interpretation of the Traditional or Spanish Colonial Revival styles.
<i>Parking and Vehicular Access</i>	❑ The Commercial frontage along Ventura Road shall allow for one driveway curb cut between Doris Avenue and Beverly Drive. A visible parking lot is allowed on the Ventura Road frontage. ❑ Parking access, driveway design and parking areas shall provide clear path of pedestrian travel to store fronts. ❑ Parking shall be provided for permitted uses in accordance with the provisions of the Zoning Code. ❑ Nonresidential parking standards remain consistent with the City of Oxnard Zoning Ordinance; however, a shared parking agreement may be developed where practical and enforceable. ❑ Service and loading facilities must be screened from view from public streets, open spaces, and other sensitive uses. ❑ Trash receptacles, electrical transformers, and other service elements should be located in areas where parking is permitted and should be screened from public view by walls with matching architectural elements as those of the buildings they serve.



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3.7.4 BUSINESS RESEARCH PARK DEVELOPMENT (BRP)

Industrial uses within the Specific Plan are intended to promote a balance of jobs and housing within close proximity, reducing the dependence on automobiles. The Specific Plan industrial use areas are located immediately north of and adjacent to existing industrial zoning and provide a logical extension of this land use type. The intent of the Specific Plan industrial area is to provide a Business Research Park (BRP) zoned location for new or expanded manufacturing, research, professional, and high technology uses consistent with the economic development goals of the City of Oxnard. The walkable community planning principle of the Specific Plan places an emphasis on high

quality of life for the daytime workforce with direct access to trails, greenbelts, and parks. Commercial services including restaurants and shopping are planned within a ten minute walking distance of the majority of industrial parcels.

The following Development Guidelines are consistent with the Business Research Park (BRP) Zone, except as specified within this Specific Plan and are consistent with the recommended architectural styles.

General Design Guidelines for BRP Uses

The following guidelines apply to all industrial development within the Teal Club Specific Plan area.

Industrial	General Design Guidelines for BRP
<i>Site Planning</i>	□ Buildings should be located near Teal Club Road with at least 40 percent of parking and all service and loading activities located away from street view. The remainder of parking may be on the building street frontage side. □ A combination of hardscape and landscape is required from the street to the building wall on every setback area. □ Main entrances should be prominent and easily identified and accessible from clearly defined guest parking areas. □ All on-site lighting shall utilize light standards and devices that provide down-lighting that is shielded from abutting public streets, residential areas, or adjoining properties. □ Lot sizes shall be a minimum of 20,000 square feet.
<i>Architectural Character</i>	□ Two-story maximum building height of 35 feet. □ Architectural styles shall include contemporary themes unique to the industrial area or interpretations of the Specific Plan styles. □ Buildings shall maintain architectural articulation on all sides. □ Buildings shall not exceed two stories in height and are subject to Oxnard Airport height and lighting imitations. □ Building facades must have at least one break in wall plane of at least three feet in depth every 100 feet in length. □ Flat roofs shall be allowed with adequate mechanical space parapet screening.



Industrial	General Design Guidelines for BRP
<i>Architectural Character (cont.)</i>	□ All mechanical and electrical equipment including but not limited to air conditioning units and antennas (whether roof-mounted, ground-mounted or otherwise) should be screened from public view. An exception is made for solar panels which are integrated into the design of a building. □ Roofs shall include solar panels. □ Tinted or reflective glass may be allowed, appropriate to the architectural style. □ The industrial use area shall allow a range of colors, materials, and forms to encourage architectural diversity within the limits of the style selected for an individual building or buildings. The decision-makers shall have authority on appropriateness of colors through the discretionary permit process.
<i>Walls and Fences</i>	□ Walls and fences are to be made of sand-colored slump masonry material. □ Walls shall be utilized to screen all permitted outdoor activities completely from offsite public view. □ The required height for any BRP zone wall or fence is eight feet, except with a discretionary permit which may allow up to ten feet in height. □ All BRP public-facing wall surfaces shall be planted with approved fast-growing vines and trellis material to prevent graffiti. □ Outdoor storage shall be subject to a Special Use Permit and shall not exceed the height of the perimeter screen wall.
<i>Parking and Vehicular Access (cont.)</i>	□ No loading areas may be located where they can be viewed directly from any adjacent or nearby residential areas. Loading areas are to be screened from view by walls or fences. □ A 20-foot wide landscape buffer and wall shall be incorporated into the site design separating the residential street from the BRP area (as shown in Fig 3-4). □ Trash receptacles, electrical transformers, and other service elements should be located in areas where parking is permitted and should be screened from public view by walls matching architectural elements of the buildings they serve. □ Trash enclosures shall include hose bibs and be maintained in a clean and odor-free condition. □ Industrial and office parking standards remain consistent with the City of Oxnard Zoning Ordinance; however, a shared parking agreement may be developed where appropriate, practical, and enforceable. □ Guest parking shall be provided at clearly identifiable locations near the entry to a building. □ No on-street loading is allowed in the industrial areas of the Specific Plan.

3.7.5 PUBLIC PARKS & HOA RECREATION AREAS

The Specific Plan provides for a range of active and passive park spaces with varied uses and amenities. The combination of private homeowners' association facilities and publicly owned and maintained parks are intended to meet the needs of the plan area residents and business employees as well as provide public benefit to the entire Oxnard community.

The intent of the park and open space plan is to ensure that all residents and employees are within a ten-minute walk of usable recreational amenities, encouraging an active healthy lifestyle. There are two public parks in the plan area: the Phase 1 and 2 portions of the ten-acre centrally-located Neighborhood Park and the 7.3 acre Phase 2 southwest area park. The central east-west greenbelt creates a visible connection for public gathering, organized recreation, walking, and biking.

Both public parks will be owned and maintained by the City of Oxnard and serve a portion of the recreational needs of the plan area and the existing nearby neighborhoods. Maintenance funding shall be provided by a Maintenance Community Facilities District (CFD) or other city-approved funding mechanism. Turf play areas, playground equipment, bathrooms, and picnic tables will be incorporated into the parks, subject to final design approval by the City of Oxnard.

HOA Private Recreation Areas

HOA-maintained private recreation areas constructed by developers and maintained by Property Owners' or Homeowners' Associations are allowed. These private spaces provide for a portion of recreational



needs and are available for use only by the residents and guests of the plan area or a sub-area of the Specific Plan.

All park and private recreation landscaping will be irrigated with City of Oxnard water and comply with the landscape guidelines of the Specific Plan. The park plans shall also comply with the Recreation Element of the General Plan. The following guidelines shall be considered when planning and designing the Public Parks and HOA-owned facilities within the Teal Club Specific Plan area.



Parks	General Design Guidelines for Parks
<i>Neighborhood Parks</i>	❑ Park shall be operated and maintained by City of Oxnard Recreation and Community Services Department. All costs of maintenance of the parks shall be borne by the Specific Plan developments under a financing mechanism as defined within the Phase 1 and Phase 2 Development Agreements. ❑ No more than 50 percent of the total park area shall be reserved for turf and shall also provide areas for passive recreational space. ❑ A portion of the park area shall be designed as active recreational space with related equipment that shall include play structures and/or a tot play area. ❑ Organized sports fields may be considered for the turf areas. Field lighting shall be allowed subject to Oxnard Airport approval. Lighting for pedestrian and parking areas shall be designed to the highest available light cut-off standards due to the proximity to the Oxnard Airport and nearby residences. Pedestrian and parking lot pole lighting shall not exceed 20 feet in height. ❑ Each park shall include at least six picnic tables and appropriate apparatus; group picnic facilities may be allowed at this location and could include one shelter structure. ❑ Park benches, drinking fountains and trash receptacles will be included at appropriate locations. ❑ Restroom facilities shall be provided, subject to City approval. ❑ The park architectural character will be consistent with the theme of the allowed Specific Plan architectural styles. ❑ Landscape area will include clusters of trees dispersed throughout the park area. ❑ Park landscape will be designed to promote off-site visibility and public safety for policing and neighborhood awareness throughout the park. ❑ The roadway edges of the park should incorporate the adjacent streetscape character. ❑ No more than 15 percent of the park will be utilized for parking lots. On-street perimeter parking is allowed. Overnight parking is prohibited. ❑ Field lighting shall be designed to the highest available light cut-off standards to shield future adjacent homes from light and glare. Field lighting and hours of operation shall be managed by the City Recreational Services Department. ❑ All lighting shall comply with the City of Oxnard lighting requirements.



Parks	General Design Guidelines for Parks and Recreation Areas
<i>HOA Facilities</i>	□ Facilities shall be operated, funded and maintained by a private Property Owners' Association, or as required by an applicable Development Agreement. □ A maximum of 25 percent of the total overall HOA recreation and greenbelt area shall be reserved for turf or other appropriate surface and shall provide passive recreational space. □ Park benches and trash receptacles will be included at appropriate locations. □ HOA maintained areas may contain a fenced and gated pool and spa for the exclusive use of the Property Owners' Association members per the Association rules and regulations. □ Restroom facilities shall meet or exceed the requirements of applicable Building Codes. □ Community use buildings may be constructed for the exclusive use of the Property Owners' Association members per the Association rules and regulations. □ Active recreational features such as basketball half-courts may be included. □ Passive landscape gardens and community produce gardens are encouraged within the community. □ Landscape area will include clusters of shade trees dispersed throughout the recreation areas. □ Landscape will be designed to promote off-site visibility and public safety for policing and neighborhood awareness throughout the community.



3.7.6 OPEN SPACE

The open space elements of the plan are intended to enhance the quality of life for residents and employees of the area and provide vital environmental benefits. Open space will be privately-owned and maintained by a Property Owners Association, or as required by an applicable Development Agreement. Greenbelts, parkways, and the Mixed-Use Central Plaza shall be publicly accessible; pool areas and internal recreational amenities within the Planning Areas shall be for the private use of Specific Plan residents within the individual Planning Areas. All required irrigation shall be with City of Oxnard water and comply with the landscape guidelines of the Specific Plan.

Greenbelts

Greenbelts link the community together and provide a further separation between commercial and residential uses. Greenbelts shall be primarily turf and locally-adapted

ground cover, shrubs, and trees.

Detention Basins & Water Quality Features

Detention basins provide both flood control and water quality functions, resulting in improved outflows. Landscaping is intended to be native or adapted species and should need little or no irrigation after a grow-in period.

General Design Guidelines for Open Space

The following guidelines shall be considered when planning and designing the open space within the Teal Club Specific Plan area.



Open Space	General Design Guidelines for Open Space
<i>Greenbelts</i>	❑ Shall be owned and maintained by a private Property Owners Association, or as required by an applicable Development Agreement. ❑ Design shall require approval of the City of Oxnard. ❑ Introduced vegetation shall be consistent with the landscape standards of the Specific Plan. ❑ Picnic tables and apparatus are not intended to be in the greenbelt and trail areas. ❑ Park benches and trash receptacles will be included at appropriate locations. ❑ Lighting may be allowed along the greenbelt with the consent of the City of Oxnard. Lighting shall not spill over onto adjacent residential lots.
<i>Detention Basins</i>	❑ Shall be operated and maintained by a Property Owners' Association or other private entity for the purpose of flood control and water quality assurance. ❑ Design shall require approval of the City of Oxnard. ❑ Introduced vegetation shall be consistent with the landscape standards of the Specific Plan and provide suitable vegetation consistent with the engineering design requirements of the basin. ❑ No buildings shall be allowed in the detention basins. ❑ All detention basins in excess of 18" water storage depth shall be fenced and gated to restrict public access. ❑ Basins shall be maintained to the standards of the water quality permit issued by the City of Oxnard or any other agency with jurisdiction over their function. ❑ Irrigation may be temporary or permanent, subject to the final design approval of the City of Oxnard.

3.7.7 LANDSCAPE

The Teal Club Specific Plan concept seeks to unify the diverse planning elements of both the site and its surroundings, which tie the entire project together. The landscape concept also aims to provide a distinct visual impression and community identity while providing the highest level of aesthetic standards that will assure an attractive environment and enhance

the quality of life among its residents. The landscape elements will recall the Coastal California theme through the use of native and naturalized plant materials. This Coastal California sense will carry through from the drought-tolerant and indigenous plants to the hardscape features including decorative walls, signs, and monuments.



Landscape irrigation for the community will be designed to provide the most efficient means to distribute irrigation water and provide the community with the latest technology for community-wide water conservation.

A detailed planting palette has been carefully selected for the project. The primary goal is to incorporate species that are already well established, including a variety of traditional trees, shrubs, and grasses historically found

in the area. Plant selection factors include compatibility with local soils, the micro- and macro climates throughout the site, the plant's ability to merge into the existing natural environments, and drought tolerance. See Appendix 1, Landscape Palette, for the plant selections and locations. Additional plant materials may be administratively approved by the Community Development Director or their designee.

General Landscape Guidelines

In addition to City of Oxnard's Landscape Standards and the landscape provisions of this document, the following guidelines shall apply to all land uses within the Specific Plan area.

Landscape	General Landscape Guidelines for Specific Plan Area Uses
<i>General Landscape</i>	□ All areas not devoted to paving or building shall be landscaped and permanently maintained. □ Planting area dimensions shall be consistent with plant material requirements and the purpose of the planting, such as aesthetics, screening, environmental mitigations, air quality, wind, noise, etc. □ Street trees shall be planted at minimum of 40-foot intervals. □ Permanent automatic irrigation facilities with moisture sensors shall be provided in all landscaped areas. □ Landscape areas shall be maintained by Property Owners' or Homeowners' Associations and may be funded by Maintenance and Community Facilities District (CFD). □ Prior to the issuance of building permits for each individual segment of the plan area, landscape and irrigation plans in conformance with these regulations shall be submitted to the City of Oxnard. □ To minimize exterior water use, the following measures shall be incorporated into project design within the project area, where feasible: use of drought tolerant plants; extensive use of mulch in landscaped areas; installation of low precipitation rate irrigation systems where appropriate.

Landscape	General Landscape Guidelines for Specific Plan Area Uses
<i>General Landscape (cont.)</i>	□ All street trees shall be planted and staked per City of Oxnard landscape standards and details. All trees planted in turf areas shall receive turf boots to prevent damage from mowers and edgers, etc. Root barriers shall be required where trees are planted within five feet of any walls, curbs, walks, buildings, or other hardscape. □ All plant materials shall be planted in accordance with City of Oxnard standards and minimum sizing requirements. □ All landscaping and irrigation shall comply with the Water Efficient Landscape Ordinance No. 2822 and the associated Landscape Water Conservation Standards. Where conflicts may exist between the Specific Plan language and the Ordinance No. 2822 language, the more restrictive water use language shall prevail. □ Where the specific plan design guidelines are silent on landscape issues, the City of Oxnard Landscape Standards shall prevail.

Landscaping Guidelines for Residential Yards

The types of landscape, hardscape, and low yard walls or fences that are built adjacent to the streets will define the character of the neighborhood. This Specific Plan allows for front yard landscape treatments that emphasize the front lawn due to the availability of “Advanced Purified” water to the Specific Plan area. All publicly visible yards shall obtain landscape plan approval prior to construction per the requirements of Community CC&R’s.

In addition to City of Oxnard landscape standards and the landscape provisions of this document, the following shall apply to all residential yards within the Specific Plan area.



Landscape	Landscape Guidelines for Residential Yards
<i>Front Yard General</i>	□ Forty percent of the yard may be hardscape, providing access to the garage, guest parking, front walks, and courtyards. Hardscape may include brick, stone, interlocking concrete pavers, textured concrete, and/or impressed patterned concrete. The balance of the yard shall be landscaped. Only driveways may be used for driving and parking of automobiles. □ Landscaping may include turf, low shrubs or groundcover, and yard trees, as outlined in the Plant Palette Appendix to the Specific Plan.
<i>Front Yard Detached & Attached Cluster Home Areas (R-2)</i>	□ Front yards shall be a minimum of 10 feet in depth from the back of the sidewalk to a façade, including patios and porches. A setback minimum of 18 feet shall be required from the back of public sidewalk to a garage door. □ No more than 25% of the front yard may consist of turf grass.. □ At façades, low shrubs and/or groundcover shall be planted against the façade. □ At porches, low shrubs or wall vines shall be allowed. □ No pilasters, statuary, or decorative columns shall be allowed in front yards. Fountains up to 36" in height are allowed in front yards.
<i>Front Yard R-3 and R-4 Areas</i>	□ Multi-family front yards shall be a minimum of 15 feet in depth from the back of the public sidewalk to a facade, including patios and porches. □ Turf, ground cover, and low shrubs may be planted in the area between the buildings and the sidewalk. □ Shrubs may be massed or configured as maintained hedges. □ Tree sizes and types shall be planted as buffers at the edge of the private space in proportion to the height and mass of the building façade.
<i>Other Yards</i>	□ Side yards shall be planted to ensure privacy and create buffers as identified above. Where practical, public street-adjacent side yards shall be planted and maintained by a Property Owners Association. □ Rear yards and property lines shall be landscaped in order to preserve the quality of the pedestrian oriented circulation system and prevent erosion.

Landscape Guidelines for Roads and Streets

The principal plantings on all streets are tree rows mixed with landscape groundcover and shrubs that define the pedestrian oriented circulation system. Perimeter and interior roads connect the Teal Club Specific Plan area to the adjacent land uses. The Plant Palette Appendix provides the Master Street Tree Plan.

In addition to City of Oxnard landscape standards and the landscape provisions of this document, the following shall apply to all roads and streets within the Specific Plan area.

Landscape	Landscape Guidelines for Roads and Streets
<i>General</i>	□ All streetscapes shall be planted with 24-inch box-sized trees. □ Street trees shall be selected for their ability to form canopies and require minimal maintenance; this includes trees with sidewalk-friendly root systems. □ Root collars will be utilized in all areas where there are sidewalks and/or plazas. □ Consistency in tree species and spacing shall be used to establish a strong street identity.
<i>Arterial Roads</i>	□ Trees on arterial roads shall be planted along the landscape buffer area adjacent to all public sidewalks with lawn or groundcover. □ Trees will be spaced equally at approximately 40 feet on center.
<i>Streets (Collector and Local)</i>	□ Collector and Local streets shall have trees planted along the landscape area adjacent to all public sidewalks with lawn as groundcover. □ Trees will be spaced equally at approximately 40 feet on center. □ In order to provide maximum identity, the width of landscape buffers, street medians, and sidewalks shall correspond to the type of the street.



Landscape Guidelines for Parking Lots

In addition to City of Oxnard landscape standards and the landscape provisions of this document, the following shall apply to all parking lots within the Specific Plan area.

Landscape	Landscape Guidelines for Parking Lots
<i>Parking Lots</i>	□ Landscaping of parking lots shall consist of 24-inch box trees and shall be provided at the rate of one tree per eight parking spaces. □ The required trees shall be planted on landscaped islands located within the parking area and along the perimeter of the parking area.

3.7.8 HARDSCAPE & STREET FURNITURE

The design of hardscape and street furniture shall create a strong community framework that relates to the established architectural style and character. Natural materials and quality construction are strongly encouraged. The hardscape and street furniture element may include enhanced paving (sidewalks and paving), walls and fences, arbors and shade

structures, water features, gates, seating elements, lighting, signage, finishes, grade elevations, and drain structures.

General Design Guidelines for Hardscape and Street Furniture

The following are guidelines for hardscape and street furniture design within the Specific Plan area.

Hardscape and Street Furniture	General Design Guidelines for Hardscape and Street Furniture
<i>General</i>	□ Hardscape shall be used to enhance the pedestrian experience. □ Enhanced paving shall be considered in high visibility areas, neighborhood entries, and key intersections throughout the Specific Plan area. □ Hardscape materials may include, but are not limited to, the following: integral color concrete with acid wash finish and a pattern of frequent deep score joints; seeded exposed aggregate concrete; impressed (stamped) concrete with modular tile or cobblestone pattern; pre-cast interlocking concrete pavers. □ Street furniture shall be provided at appropriate intersections and gathering places; materials and colors are to be consistent throughout the plan area.

3.7.9 CURBS & SIDEWALKS

The following are guidelines for curbs and sidewalks within the Specific Plan area.

Curbs and Sidewalks	General Design Guidelines for Curbs and Sidewalks
<i>Curbs</i>	□ Curbs shall be vertical concrete curb and shall be natural gray concrete.
<i>Sidewalks</i>	□ Sidewalks will be natural gray medium acid wash finish concrete with a tooled grid to reflect the character of older early California neighborhoods (2 ft. x 2 ft. grid for 4 ft. walks), (2.5 ft. x 2.5 ft. grid for 5 ft. walks), and (3 ft. x 3 ft. grid for 6 ft. walks). □ Other walkways in the community may include, but are not limited to, the following: natural gray acid wash concrete; integral color concrete with acid wash finish; seeded/exposed aggregate concrete; pre-cast interlocking concrete pavers.

3.7.10 LIGHTING

The following are guidelines for street and decorative lighting within the Specific Plan area.

Lighting	General Design Guidelines for Lighting
<i>Street Lights</i>	□ Street lights shall be decorative pole lights with traditional globe or pendant fixtures to match the architectural character of the Traditional Neighborhood community theme. □ “Cobra” lights will not be permitted within the neighborhoods. □ Poles may be concrete or aluminum; color and finish are to be reviewed by the Development Services Director. □ Lighting shall not spill over from the subject parcel to any other lot or create a hazard for pedestrians or automobile drivers.
<i>Decorative Lights</i>	□ Decorative up-lights, bollards, and landscape accent fixtures are allowed in the community at entries to individual neighborhoods and the commercial, mixed-use, and industrial areas. These lights shall match the architectural character of the Traditional Neighborhood community theme. □ Lighting shall not spill over from the subject parcel to any other lot or create a hazard for pedestrians or automobile drivers.



3.7.11 WALLS & FENCES

In keeping with the community theme of inclusiveness and integration, rather than exclusivity and segregation, the following are guidelines for walls and fences within the Specific Plan area.

All walls and fences shall comply with the Oxnard Municipal Code. In the event of a conflict between the Municipal Code and this Specific Plan, the more restrictive requirement shall apply.

Walls and Fencing	General Design Guidelines for Walls and Fencing
<i>Walls and Fencing</i>	□ The community shall be viewed as open, connective, and inviting. □ All fencing and wall heights will be measured vertically from the average finished grade at the base of the fence or wall. □ Side and rear yard walls will have a maximum height of six feet, except at the BRP buffer area where an eight foot wall is required. □ Landscaping with shrubs and vines shall be used to reduce the visible height of walls when necessary. □ Side yards requiring a retaining wall will provide a minimum horizontal separation of two feet between the side yard wall and the retaining wall to allow for planting. □ Side yard gates may be vinyl, wood or tubular steel. Perimeter fencing and walls shall be earth-tone slump stone blocks. Side yard fencing may be vinyl or earth-tone slump stone block. Finish colors must be approved by the City and be consistent with the architectural style. □ Fencing and walls must meet pool safety code requirements for height, picket spacing, and access. □ All retaining walls must be properly waterproofed and drained. □ Walls may not occur directly adjacent to any walkway; a minimum three-foot landscape area is required.

3.7.12 MAILBOXES

The following are guidelines for mailboxes within the Specific Plan area.

	General Design Guidelines for Mailboxes
<i>Mailboxes</i>	□ Mailboxes in the residential neighborhoods will be grouped in kiosks in accordance with the postmaster specifications. □ Mailbox kiosks shall be located at the entries to streets where possible.

3.7.13 SIGNAGE

While the primary purpose of signs is to guide and inform, the design and placement can be multifunctional. Signage for the Teal Club Specific Plan is intended to clearly identify entry to the community and reinforce the natural open space character of the plan area. The location and design of all entry signs will be directed at establishing gateways to the plan area.

numerals attached to walls, in accordance with the sign regulations of the City of Oxnard Zoning Code, Fire, and Police requirements.

Non-Residential Signage

The City of Oxnard Sign Ordinance shall apply to the Teal Club Specific Plan. The following additional requirements also apply to the Mixed Use, C-2 and BRP zones.

Residential Signage

Permanent signs for residential uses include neighborhood identification signs placed in intersection parkways and street address

Signage	General Design Guidelines for Non-Residential Signage
<i>Courtyard Wall Signs</i>	□ Lettering applied to courtyard walls (walls parallel to the frontage line and matching the building walls to identify facilities, institutions, and addresses) shall be individually mounted metal letters, not to exceed 16 inches in height, either front lit or halo lit. □ Courtyard walls intended to receive signage may encroach to within five feet of the frontage line.
<i>Freestanding Monument Signs</i>	□ Lettering applied to freestanding walls that are not courtyard walls (i.e. walls not parallel to the frontage line or matching the building walls to identify facilities, businesses, tenants, and addresses) shall be individually mounted metal letters, not to exceed 16 inches in height either front lit or halo lit except with Development Services Department approval. □ Monument signs shall meet the same setback requirements as required for courtyard wall signs and shall have distinct base and cap elements. □ Monument signs shall be set back at least five feet from the frontage line and shall not exceed five feet in height, except with Development Services Department approval. □ Materials for monument Signs may include, but are not limited to, the following: slump block with painted sack finish; plaster and stucco; brick; stone; concrete.



Signage	General Design Guidelines for Non-Residential Signage
<i>Building Wall Signs</i>	□ Lettering applied to a facade to identify the building or an institution within the building. See City of Oxnard Sign Ordinance.
<i>Projecting Signs</i>	□ Sign panels perpendicular to and projecting from a facade to identify a tenant or use shall be made of metal or wood with lettering raised, incised, or painted.
<i>Lighting, Materials, etc.</i>	□ All signs, if lit, shall be front lit or halo lit, not internally illuminated except with Community Development Department approval; no canister type signs are permitted. □ All signs shall be made of materials compatible with exterior building colors, materials, and finishes, and be of a high quality of fabrication. □ No signs will be permitted that do not directly relate to the name or primary service of function of the building user or institution. □ Signs are to be free of all labels and fabricator's advertising, except for those required by code. □ All electrical service to sign lights shall be fully concealed; no sign shall have exposed wiring, raceways, ballasts, conduit, or transformers. □ No sign shall have visible moving parts or simulate movement by means of fluttering, rotating, or reflecting devices. □ No sign shall have flashing, blinking, or moving lights, or any other moving lights, or other illuminating device that has changing light intensity, brightness, or color, except for parts designated to give public service information such as time, date, temperature, or similar information. □ Freestanding monument signs shall be integrated with landscaping and courtyard walls to minimize visual mass. □ Metal signs may be made of aluminum, brass, bronze, copper, or stainless steel. □ No cabinet signs allowed.

3.8 URBAN VILLAGE

The Teal Club Specific Plan is an Urban Village and fronts on a proposed transit stop at Ventura Road and Beverly Drive. It is connected to the neighborhood through a series of green belts, sidewalks and dedicated bikeways.

3.8.1 MIXED USES

An appropriate mix of uses is necessary to create a vibrant Urban Village. Neighborhood-oriented retail and commercial uses shall be located on the ground floor of Urban Village buildings fronting on the intersection of Ventura Road and Beverly Drive at the project entry. Residential uses shall be located on the floor(s) above the ground-level commercial.

3.8.2 TRANSIT ORIENTED

A new transit stop will be located on Ventura Road within the Urban Village. The transit stop will be improved with amenities including a shelter, benches and bike racks. This transit stop will connect the neighborhood to nearby job centers such as Navy Base Ventura County, the port and office and manufacturing centers to the south and east. The Oxnard Transportation Center provides greater regional links. It is intended that two or more bus routes serving the Teal Club Specific Plan will include direct stops at the Oxnard Transportation Center. This direct connection will enable public transit access to Metrolink, Amtrak, and VCTC bus service.

3.8.3 PUBLIC SPACE

The focal point for the Urban Village will be a public plaza. The plaza will front on the extension of Beverly Drive and will be integrated into the Urban Village mixed-use area. The plaza area shall have a minimum dimension of 100' in any direction and include both fixed perimeter seating and a central multi-function area for neighborhood arts and cultural use. The public plaza will include an identity feature that will further define the space. A conceptual illustration for the plaza and typical proposed features are provided in Figure 3-3.



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INFRASTRUCTURE & COMMUNITY SERVICES

4.1 INFRASTRUCTURE OVERVIEW

The Teal Club Specific Plan is proposed to be developed in two phases. Phasing is discussed in more detail in Chapter 8 and Figure 8-1 illustrates the Proposed Phase 1 Improvement Plan. Phase 1 consists of Planning Areas PA1 through PA8 as well as the perimeter and interior roadways, infrastructure and utilities necessary to serve PA1 through PA8. Additional off-site roadways and infrastructure necessary for development of Phase 1 are discussed and illustrated within the following sections of Chapter 4.

Figure 8-2 illustrates the Proposed Build-out (Phase 2) Improvement Plan. Phase 2 of the Specific Plan consists of Planning Areas PA9 through PA14 and includes the remainder of the roadway and infrastructure improvements discussed and illustrated within Chapter 4. The portions of Patterson Road and Doris Avenue that are not a

part of the Teal Club Specific Plan provide the frontage and access to the property owned by the Oxnard School District at the southeast corner of Patterson Road and Doris Avenue. Those roadway and infrastructure improvements are proposed to be built by the Oxnard School District as a part of their future campus development, as shown on their proposed campus site plans.

The extent of off-site improvements required shall ultimately be consistent with the mitigations as defined and required by the Teal Club Specific Plan certified Final Environmental Impact Report (FEIR).

4.2 CIRCULATION PLAN

The Vehicle Circulation Plan locates the existing and proposed road network and is illustrated in Figure 4-1. In addition to providing sufficient access to the proposed land uses, the street network is designed to link the project to adjacent existing communities. Final engineered road alignments may vary and are subject to review and approval by the City of Oxnard based on policies contained in this document. Any major roadway changes may require an amendment to this Specific Plan as defined in Section 8.5. The roadway categories are summarized in accordance with the Circulation Element of the City's General Plan.

4.2.1 ON-SITE STREETS

Within the Specific Plan area there are two types of street categories: Collector Streets (both Commercial/Industrial and Residential), and Local Streets.



Collector Streets

Collector Streets within the Specific Plan area will provide two 12-foot travel lanes in a 80-foot right-of-way and a curb-to-curb pavement width of 40 to 54 feet; 13-foot minimum landscaped parkway with a 5-foot sidewalk are typically provided. Figures 4-2 and 4-3, illustrate this street section.

Local Streets

Local streets are public streets located within the Specific Plan area. Local Public Streets provide access to residential and recreational land uses. They typically have a right-of-way width of 66 feet and a curb-to-curb pavement width of 40 feet with 13-foot parkway containing an 8-foot landscape area and a 5-foot sidewalk. Figure 4-4 illustrates these street sections. Local Private Streets within individual planning areas are allowed with street widths of 36 feet or less curb-to-curb, subject to City of Oxnard approval.

Local Streets are located and detailed with the following intentions:

- Provide quiet, safe, and attractive frontages for residential lots;
- Provide safe and convenient routes for pedestrians from homes to recreational areas; and
- Accommodate low volume vehicular traffic and bicycles at slow speeds.

The precise location shall be determined through the approval of subdivision maps. The precise width of private streets shall be determined through the approval of subdivision maps and related discretionary permits for these project areas.

Transit Hub

A key component of the community circulation plan is a transit hub at the southwest corner of the intersection of Ventura Road and Beverly Drive. This intersection will be traffic signal-controlled to serve as a main artery into the project and will connect the existing neighborhoods to the east to the new community park and project amenities. The transit hub will be adjacent to the Mixed-Use entry buildings and include a full bus turn-out and bus shelter for the south-bound Gold Coast Transit Ventura Road route as well as a public plaza with bike racks and seating areas to encourage local resident daily use of the public transportation system. A separate bus shelter will be provided on the east side of Ventura Road to serve the north-bound Gold Coast Transit Ventura Road route.

4.2.2 OFF-SITE STREETS

The project area is bounded by an existing network of streets that will be improved consistent with the Circulation Element of the General Plan. Two types of streets, Primary Arterial and Secondary Arterial, are adjacent to the Specific Plan area:

Primary Arterial Street

Ventura Road is currently a Four-Lane Primary Arterial Road adjacent to the project area (Figure 4-5). It consists of four 11-foot travel lanes (two in each direction), with a right-of-way width of approximately 177 feet and a curb-to-

FIGURE 4-1 VEHICLE CIRCULATION PLAN

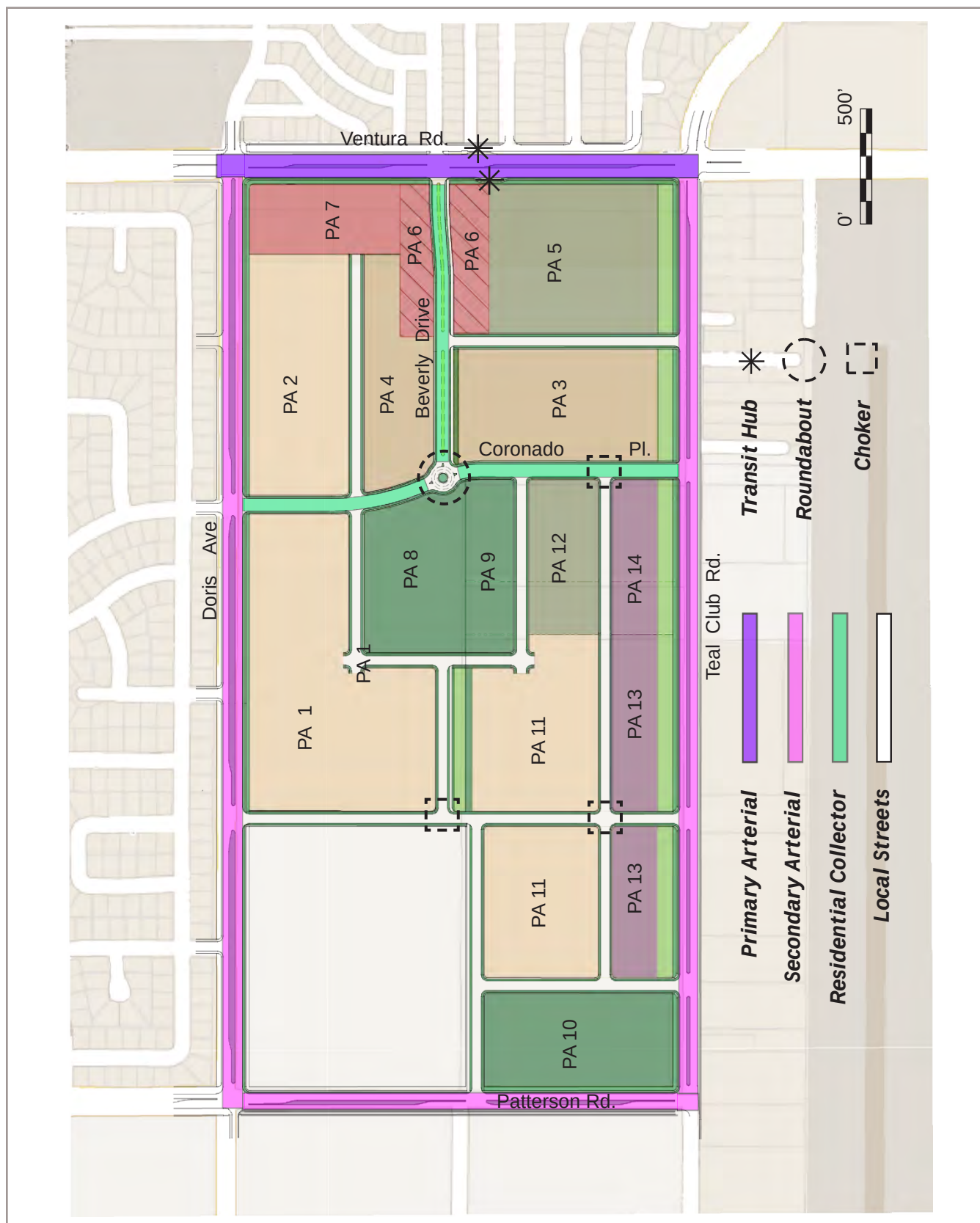


FIGURE 4-2 RESIDENTIAL COLLECTOR

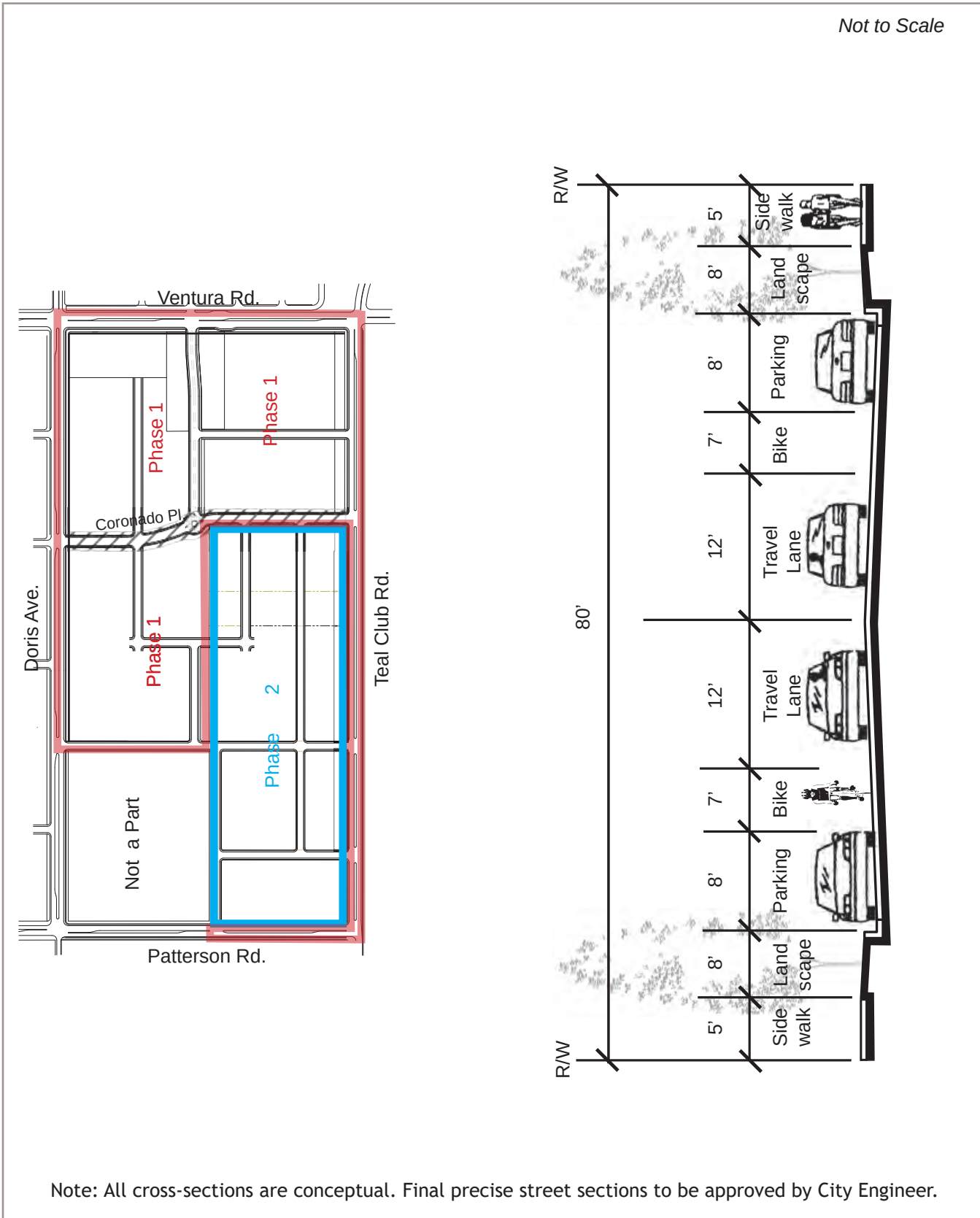
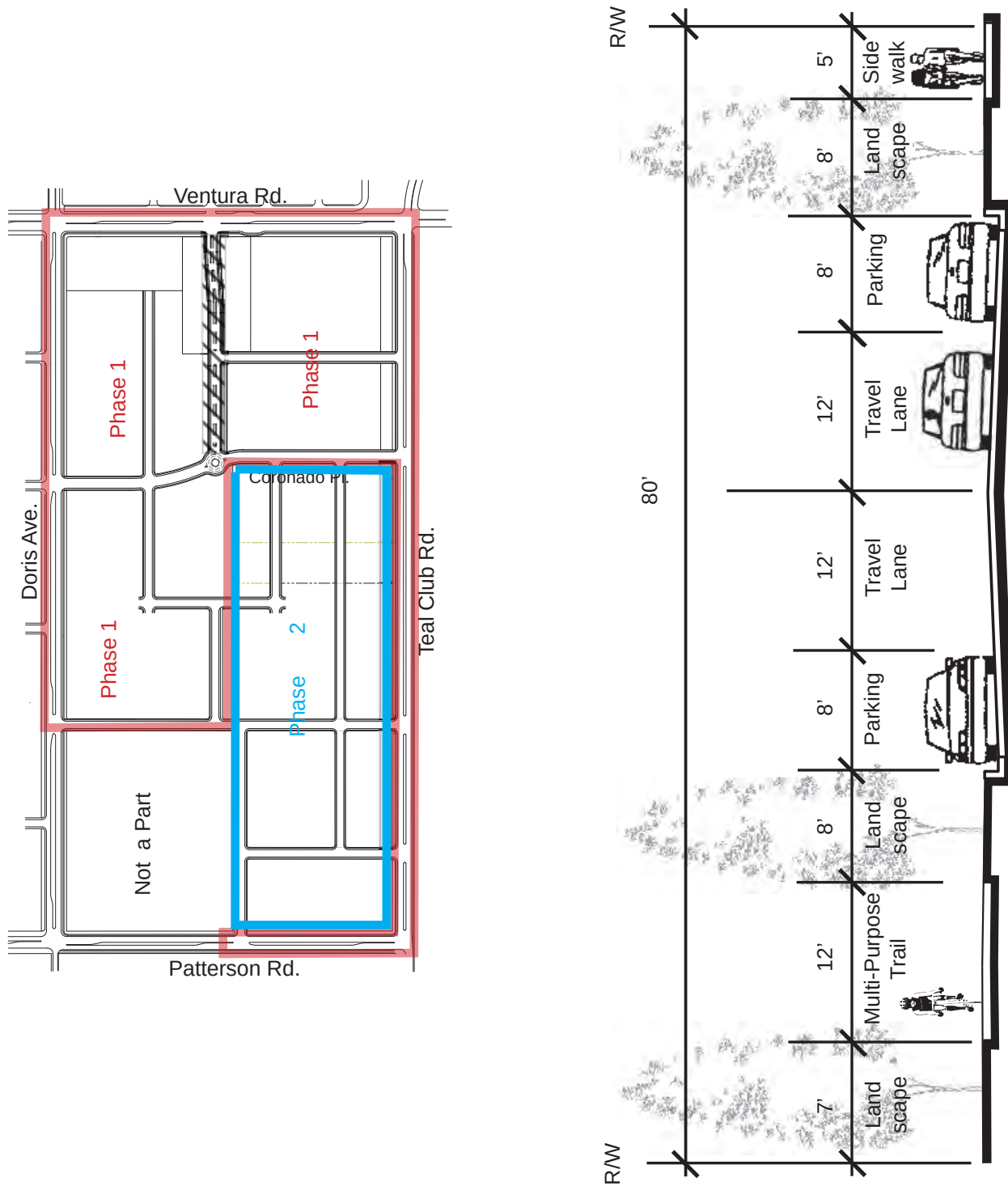


FIGURE 4-3 RESIDENTIAL COLLECTOR - BEVERLY DRIVE

Not to Scale

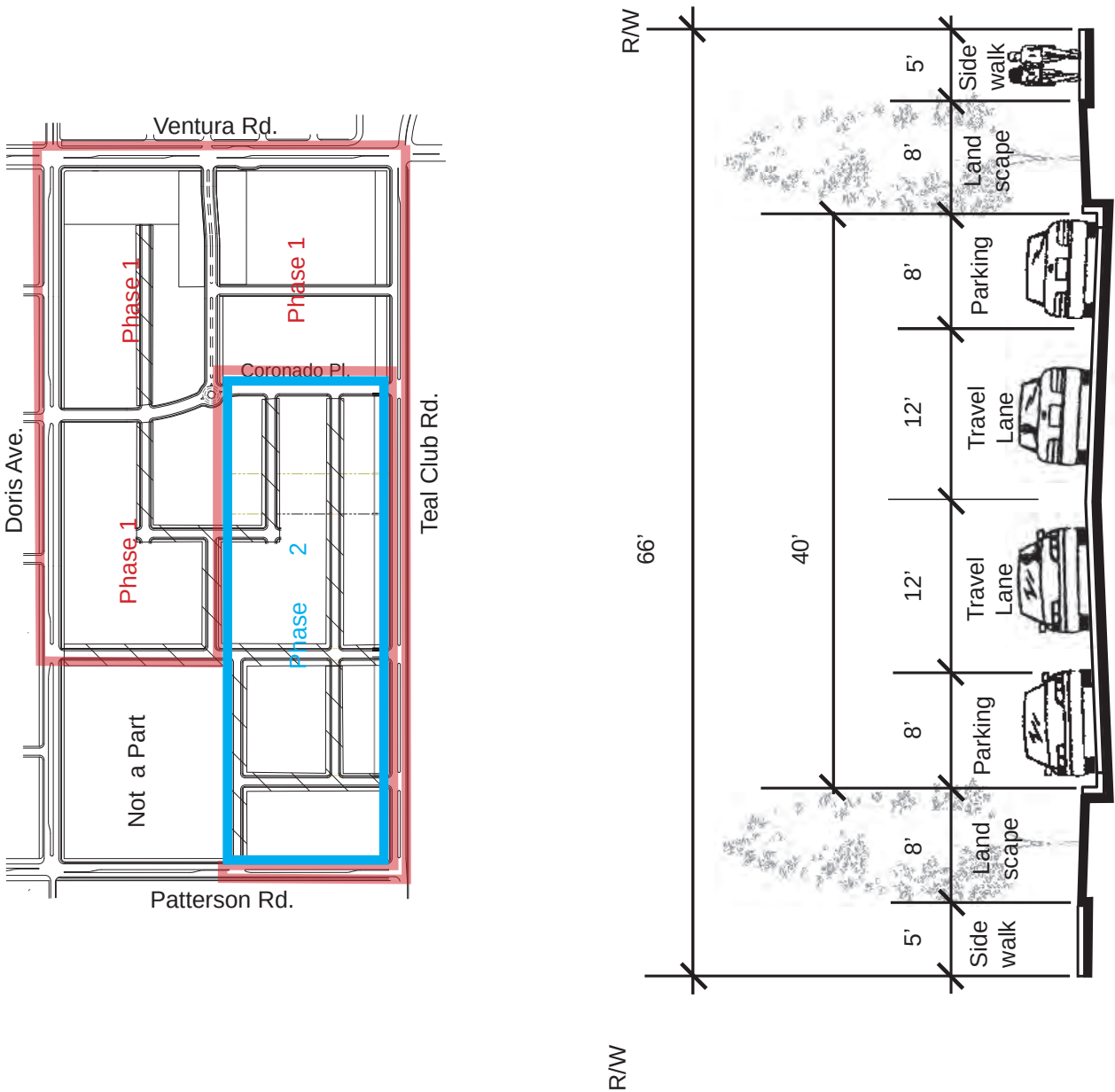


Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.



FIGURE 4-4 LOCAL STREETS

Not to Scale



Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.

curb pavement width of 102 feet including the existing frontage road, with controlled access and restricted parking. Ventura Road is proposed to be widened to six lanes plus an 8-foot Class II bike lane in each direction south of Doris Avenue, in keeping with the existing General Plan designation. A 14-foot wide landscaped center median shall be provided, and the existing parkway on the easterly side of Ventura Road shall remain as currently improved. The westerly parkway shall be 30 feet wide and consist of a 6-foot wide sidewalk and landscape areas.

Dedicated right and left turn lanes will be provided where needed. Figure 4-5 illustrates the section view of Ventura Road between Doris Avenue and Teal Club Road. The Commercial frontage along Ventura Road shall allow for one driveway curb cut between Doris Avenue and Beverly Drive to facilitate access to the Commercial site.

Prior to recordation of the first Tract Map within the plan area the Teal Club Specific Plan developer shall design the following roadway alignment details to the satisfaction of the City Engineer:

- Ventura Road & Doris Avenue intersection: design transitions to all legs of the intersection for public safety, pedestrian and bike lane connection, and free flow of traffic consistent with the General Plan Circulation Element.
- Ventura Road & Beverly Drive intersection: design transitions to all legs of the intersection for public safety, pedestrian and bike lane connection, and free flow of traffic. A traffic signal with

left-turn pockets and median shall be designed for Ventura Road at the Beverly Drive intersection. Bus turn-outs with covered bench shelters and bike storage shall be incorporated in the public right-of-way improvements.

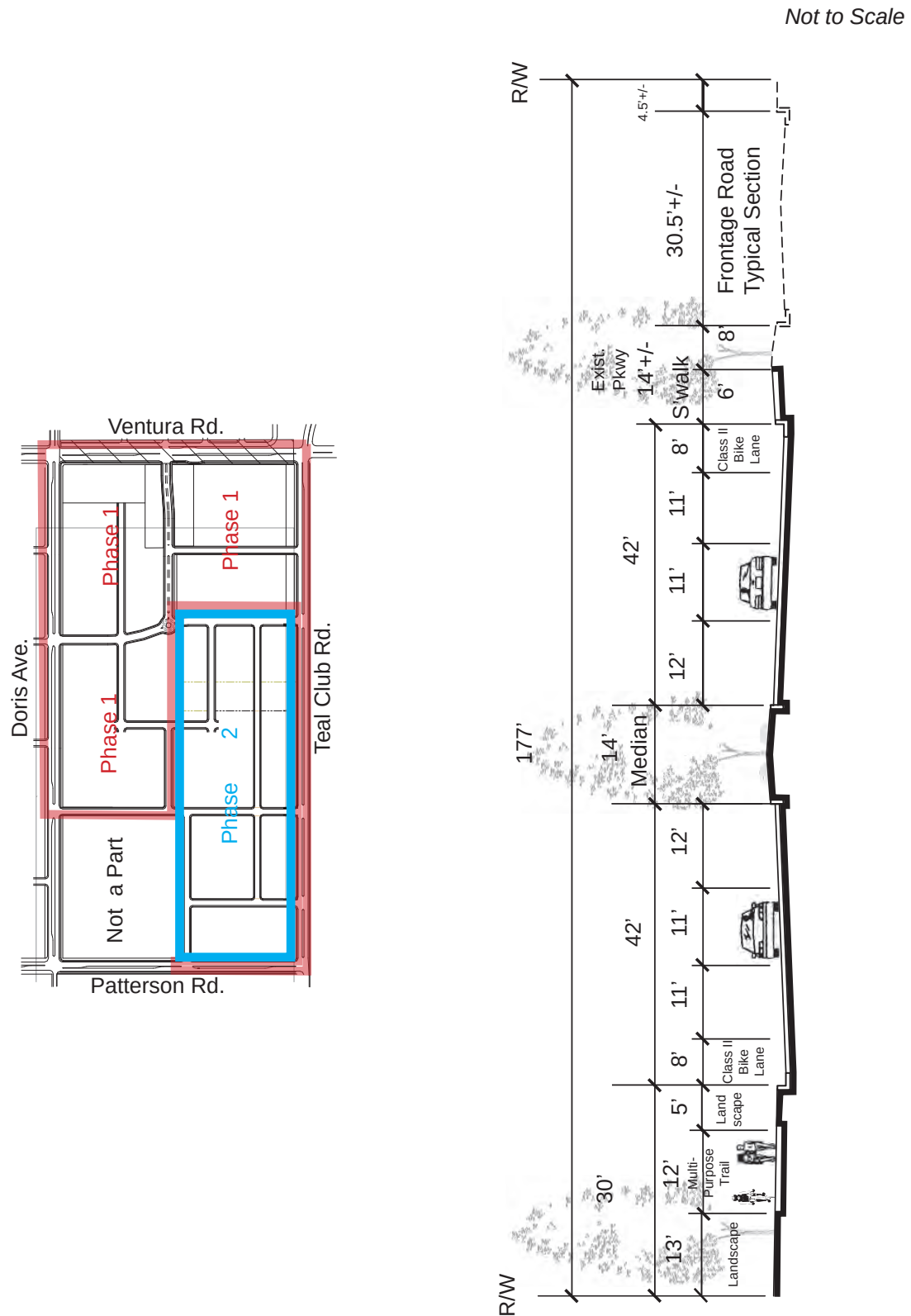
- Ventura Road & Teal Club Road/West Second Street intersection: design transitions to all legs of the intersection for public safety, pedestrian and bike lane connection, and free flow of traffic. Roadway design shall include consideration of West Second Street median realignment and minimizing impacts to existing properties on the south side of Teal Club Road west of Ventura Road.

Secondary Arterial Streets

Proposed Secondary Arterial streets adjacent to the Specific Plan area include Doris Avenue, Patterson Road and Teal Club Road. In Phase 1 Doris Avenue is proposed to be widened between Ventura Road and Street "A" to two 16-foot travel lanes with a right-of-way width of 98 feet, not including the existing 20' of landscape on the north side of Doris Avenue. The street section will include 8-foot Class II bike lanes, a 12-foot Class I bike path, and a 16-foot wide center median as shown in Figure 4-6.

Phase 1 improvements to Patterson Road shall consist of the ultimate roadway and median segments but not the east side multi-purpose trail and 30-foot parkway or the west side 10-foot parkway. Class II bike lanes shall be provided in place of the ultimate parking areas within the Phase 1 pavement section as shown in Figure 4-7.

FIGURE 4-5 PRIMARY ARTERIAL - VENTURA ROAD



Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.

As a part of Phase 2 of the Specific Plan Patterson Road along the Phase 2 frontage shall provide two 16-foot travel lanes with a right-of-way width of 104 feet. The street section will include an 8-foot on-street parking area on the east side only, an 8-foot bike lane on the west side, a 16-foot wide center median, and a 12-foot wide multi-purpose trail within a 30-foot wide parkway on the east side as shown in Figure 4-8.

Phase 1 improvements to Patterson Road shall consist of the ultimate roadway and median segments but not the east side multi-purpose trail and 30-foot parkway or the west side 10-foot parkway. Class II bike lanes shall be provided in place of the ultimate parking areas within the Phase 1 pavement section as shown in Figure 4-7.

Teal Club Road between Ventura Road and Patterson Road is to be widened in two phases. Phase 1 widening is shown in Figure 4-9 and includes full build-out from Ventura Road to the new Phase 1 extension of Coronado Place through the Specific Plan area. Full build-out provides for four 12-foot travel lanes with a right-of-way width of 122' and a curb-to-curb pavement width of 78 feet. The pavement section will provide for 8-foot Class II bike lanes, a 12-foot Class I bike path, and a 14-foot wide center paved and striped median as shown in Figure 4-10. The paved and striped median will allow for the continued left-turn access in and out of existing multiple driveways on the south side

of the road.

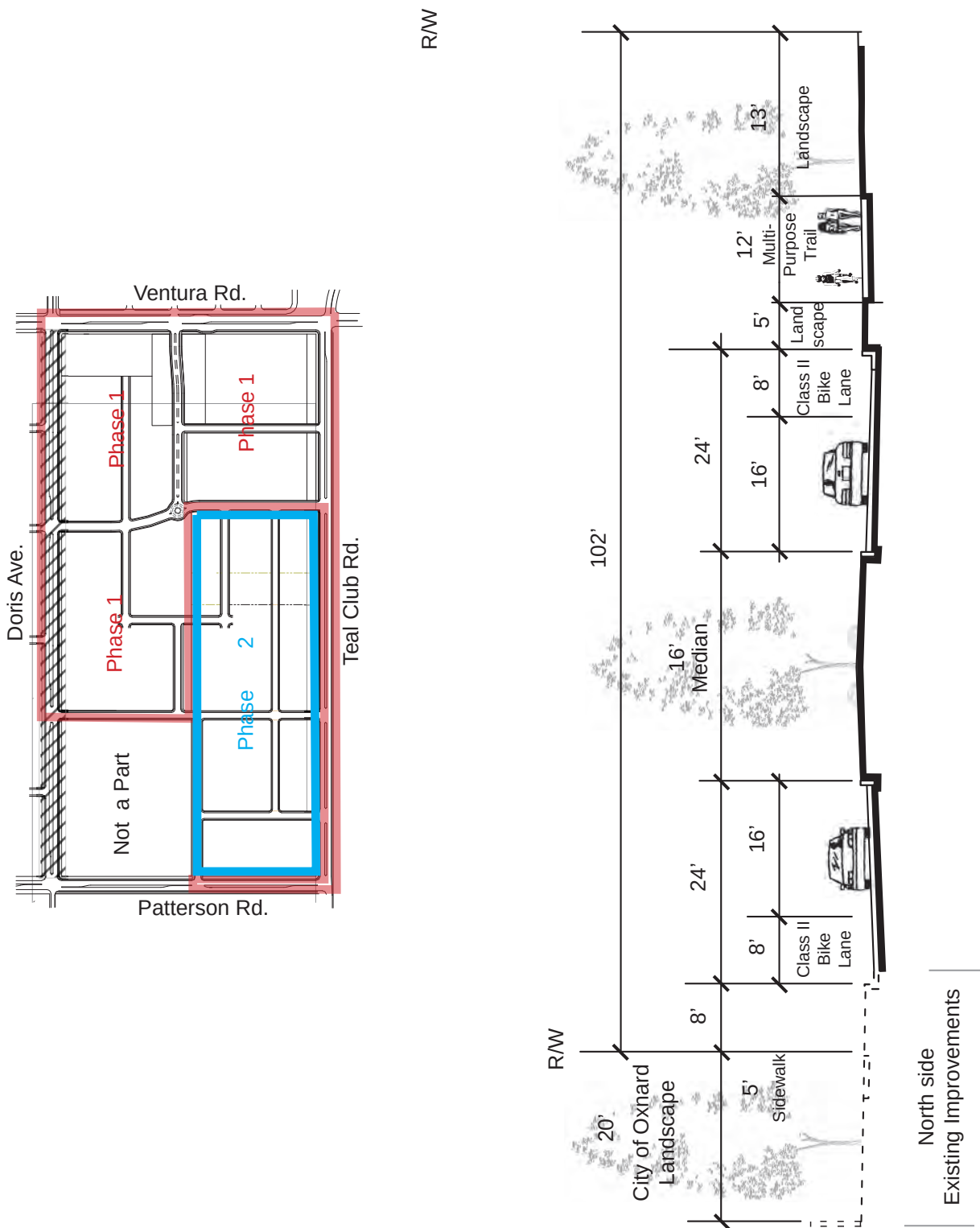
Phase 1 widening of Teal Club Road west of Coronado Place to Patterson Road will consist of improvements within the existing 40-foot right-of-way with two travel lanes and 8-foot paved shoulder areas on each side as shown in Figure 4-9. Phase 1 widening from Patterson Road west to Victoria Avenue will also consist of the two travel lanes and 8-foot paved shoulder areas as shown in Figure 4-9.

Phase 2 widening of Teal Club Road from Coronado Place to Patterson Road will consist of the full build-out of Teal Club Road as shown in Figure 4-10 with four 12-foot travel lanes, 8-foot Class II bike lanes, a 12-foot Class I bike path, and a 14-foot wide center paved and striped median. No further improvements are proposed to Teal Club Road west of Patterson Road except as may be required for traffic movements at the Teal Club Road intersections with Patterson Road and Victoria Avenue.

Dedicated left turn lanes will be provided on secondary arterial roads where needed, subject to City of Oxnard approval.

FIGURE 4-6 SECONDARY ARTERIAL - DORIS AVENUE

Not to Scale



Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.

FIGURE 4-7 SECONDARY ARTERIAL - PATTERSON ROAD PHASE 1

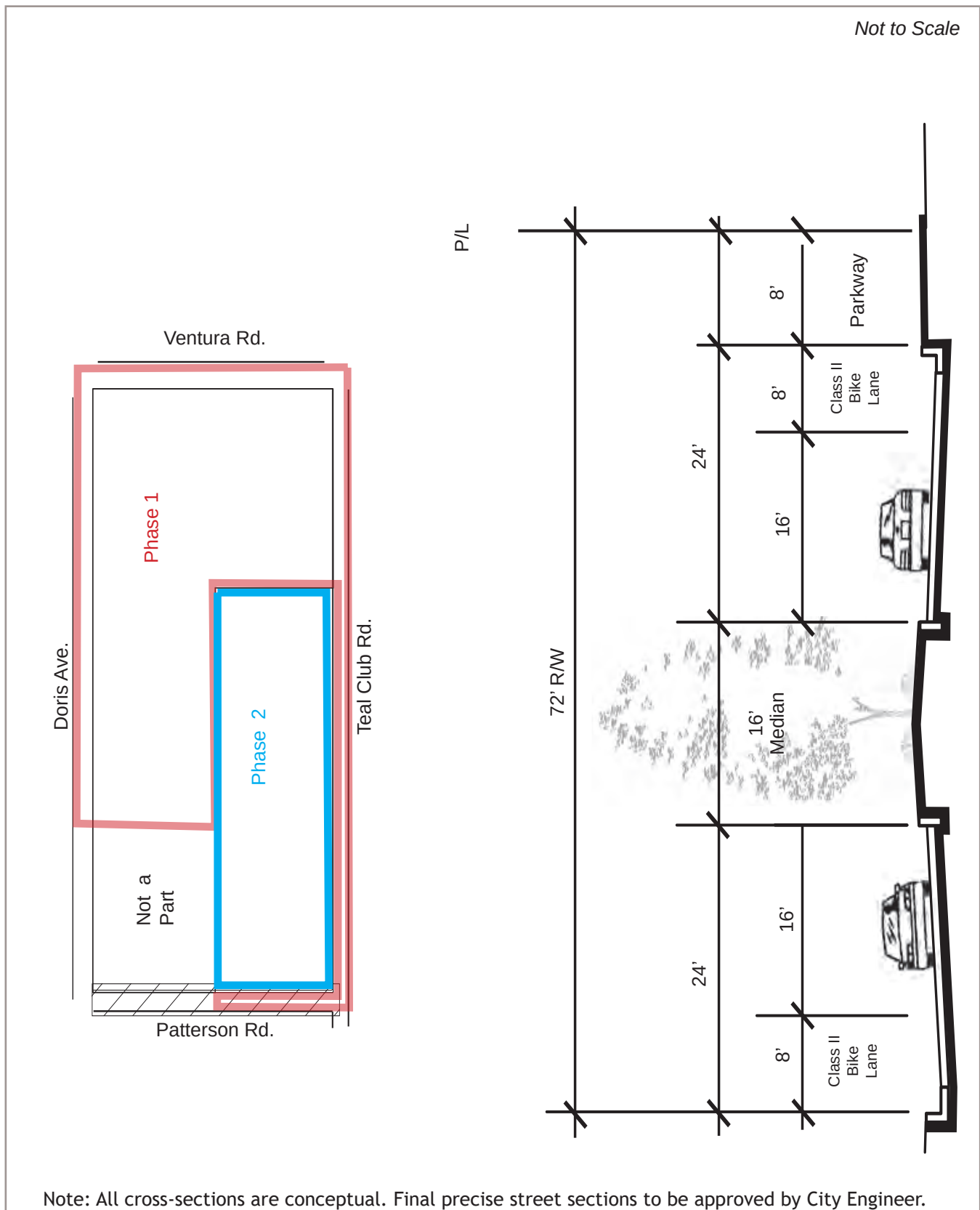
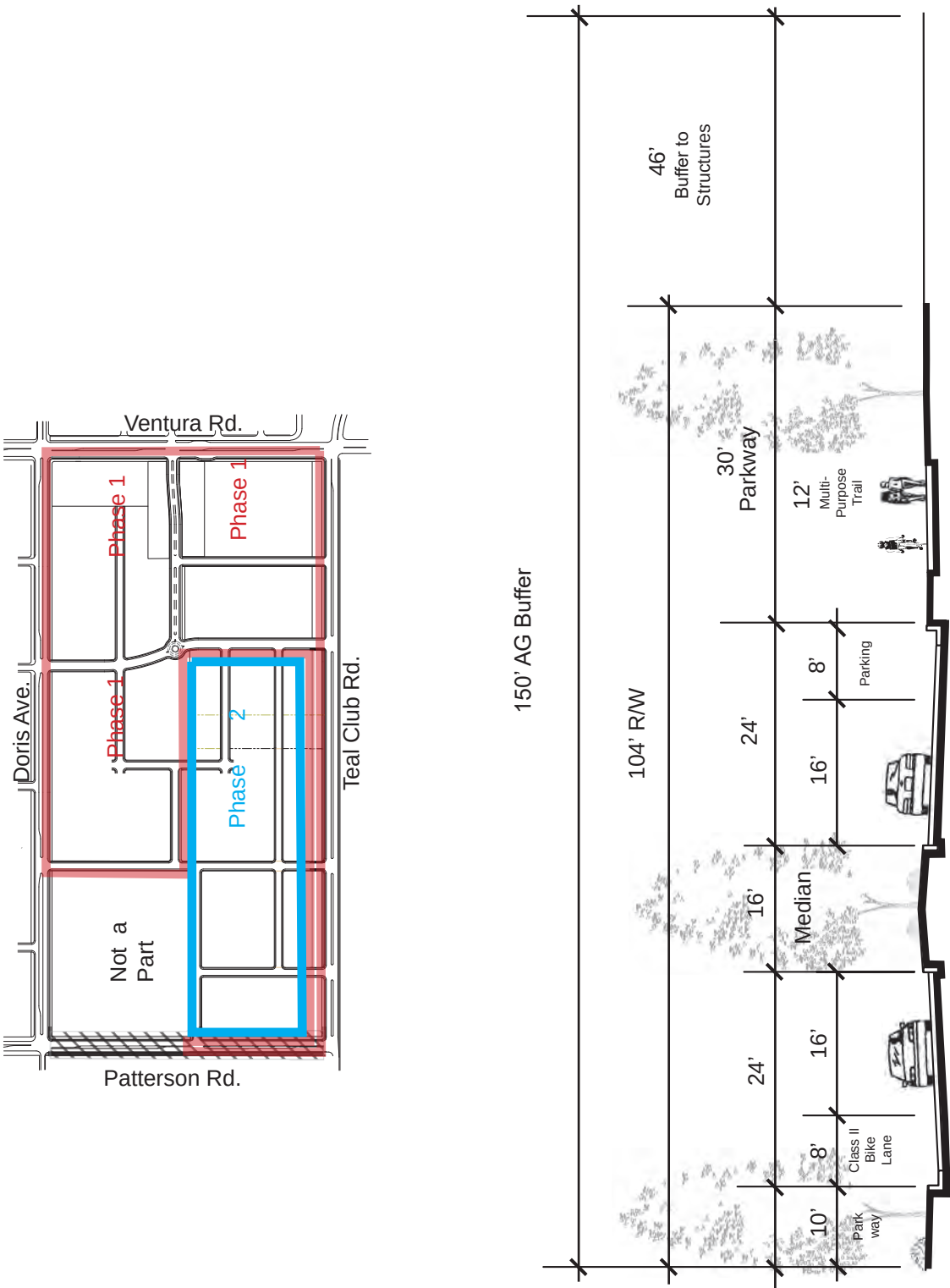


FIGURE 4-8 SECONDARY ARTERIAL - PATTERSON ROAD (ULTIMATE)

Not to Scale



Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.

FIGURE 4-9 SECONDARY ARTERIAL TEAL CLUB ROAD - PHASE 1

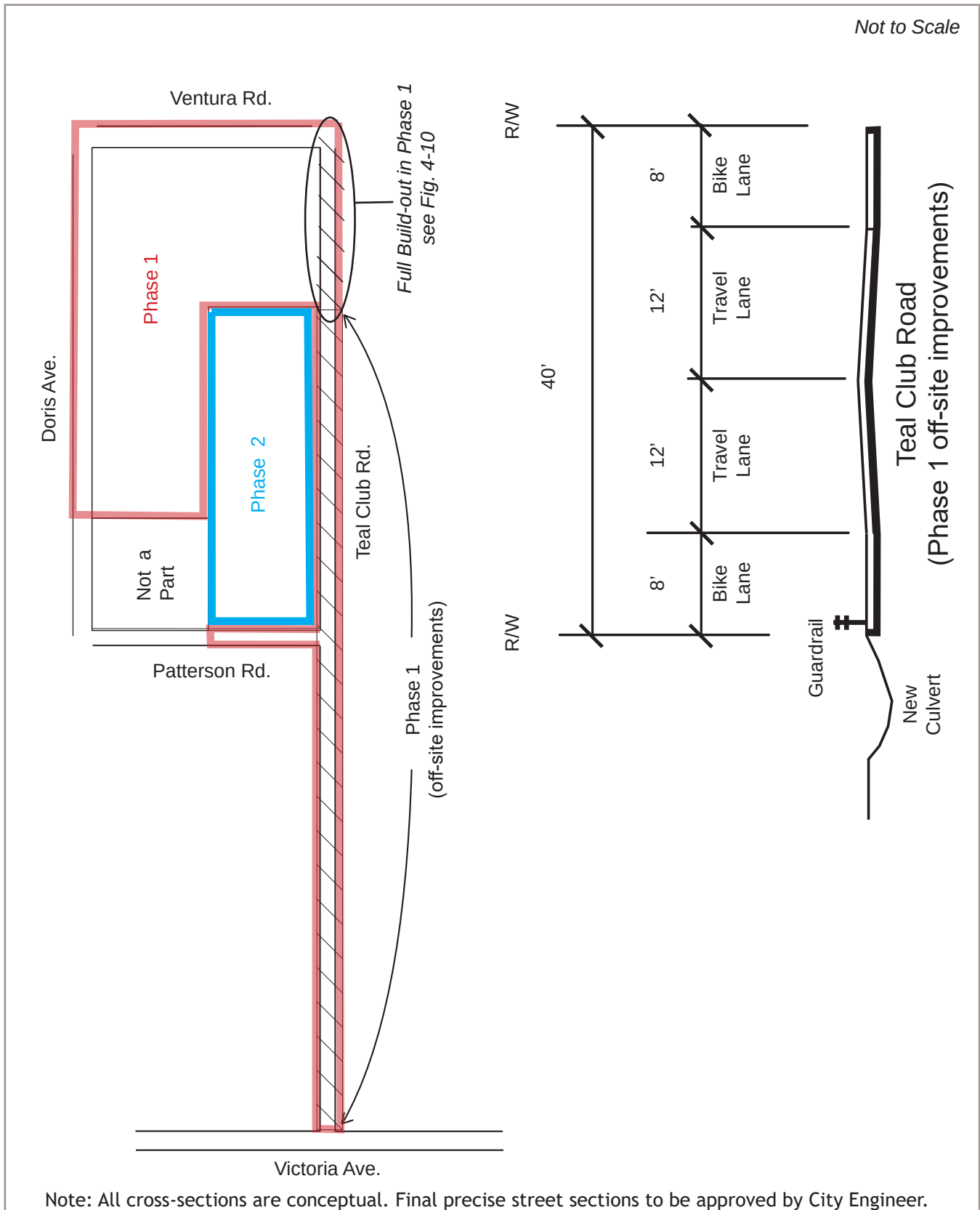
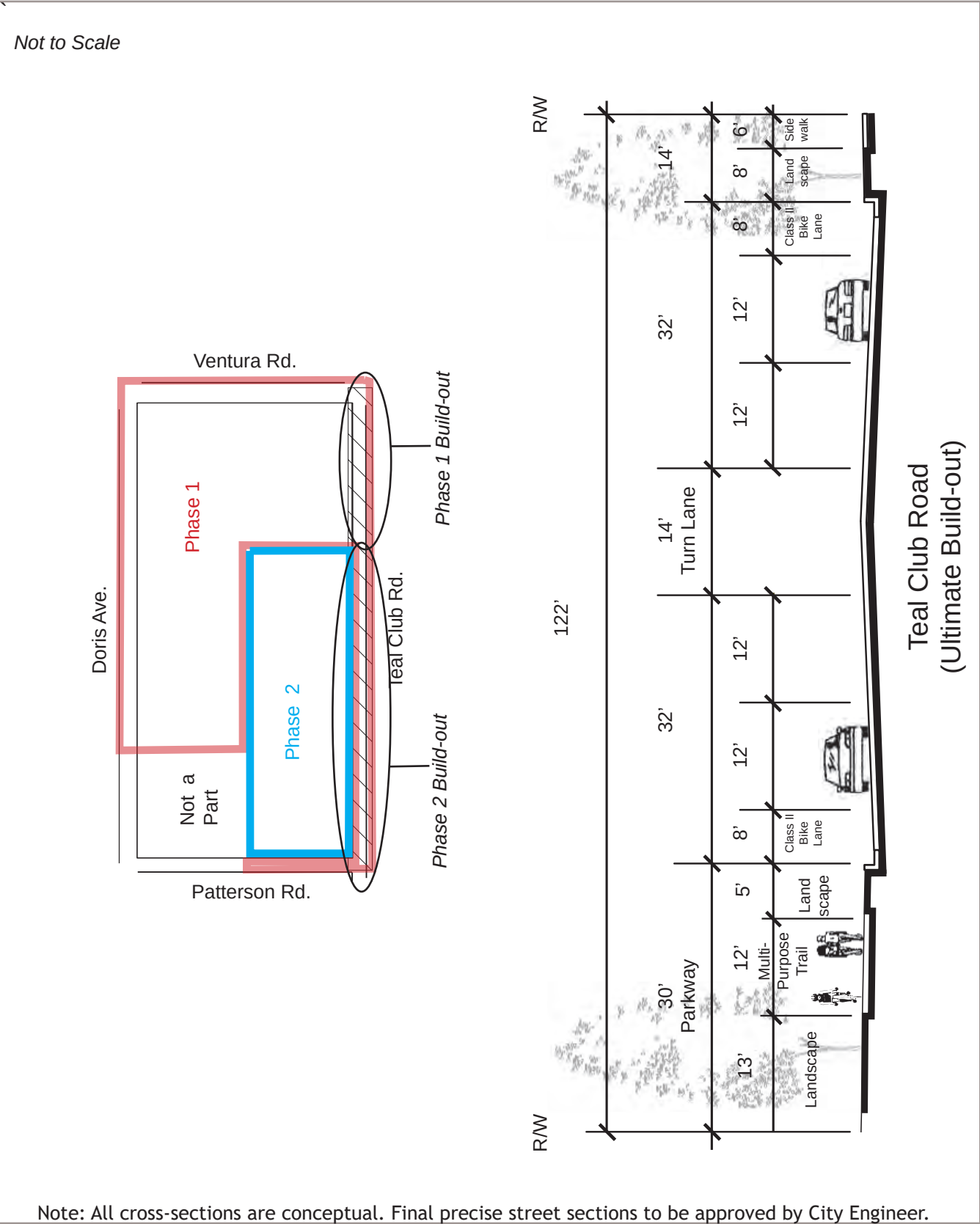




FIGURE 4-10 SECONDARY ARTERIAL - TEAL CLUB ROAD (ULTIMATE)



4.2.3 BIKE LANES & TRAIL NETWORKS

The bike lane system for the Specific Plan area is intended to promote walking and biking within the community, thereby reducing automobile trips and related environmental impacts. Figure 4-11 illustrates the bike lane plan.

The bike lane system within the Specific Plan area provides safe connections between residences, employment centers, Public/Semi-Public uses, the community park, and transit hub. Arterial roads and Collector roads shall include clearly marked Class I and Class II bike lanes.



FIGURE 4-11 BIKE PATH CIRCULATION



4.3 PUBLIC FACILITIES

This section addresses the public service requirements for the Teal Club Specific Plan area. All necessary utilities of sufficient capacity are either adjacent to or will be brought to the site as part of the Teal Club project. Figure 4-12 illustrates existing public schools, fire stations and civic buildings near the project area. Utility sizing in the Specific Plan is preliminary and project-specific studies will be required at the time of subdivision approval. Maintenance funding for Specific Plan infrastructure shall be provided by Maintenance Community Facilities District (CFD) or Community Service Area, subject to approval by the City of Oxnard.

4.3.1 POTABLE WATER

A goal of the project is to minimize potable water use. To provide adequate potable water for the project, the existing agricultural water rights within the Teal Club Specific Plan area will be transferred for Municipal and Industrial uses to the City of Oxnard, subject to the approval of the Fox Canyon Groundwater Management Agency (FCGMA). The agricultural water rights for each property will be transferred to the city after the approval of a final tract map and prior to the start of construction. There is no obligation to transfer agricultural water rights unless a development project consistent with the Specific Plan is fully approved including a final tract map that allows for the construction of the proposed residential units. The City of Oxnard will provide potable water to the site.

The City of Oxnard will be the source of domestic water for the project. Transmission mains exist within the plan area and the Developer will construct any upgrades required to provide potable water service

to the entire Specific Plan area. The precise configuration of water service system for the proposed project will be determined at the time individual tract maps are prepared for each phase of the Specific Plan. Figures 4-13 and 4-14 illustrates the proposed Potable Water System.

4.3.2 ADVANCED WATER PURIFICATION WATER SYSTEM

The City of Oxnard will provide water service to the project area and encourage water efficient landscapes and conservation. Greenbelts, common areas, and similar landscapes shall all utilize “Advanced Water Purification” water for landscape irrigation purposes.

4.3.3 WASTEWATER SYSTEM

The City of Oxnard will provide sanitary sewer service for the project site. All existing and proposed wastewater lines drain through a network of pipes to the Oxnard Wastewater Treatment Plant on Perkins Road. To reduce potential impacts to the off-site lines, the east side of the project area will connect to the Redwood trunk in Ventura Road and the west side of the project will flow to the trunk in Victoria Avenue. The exact configuration of the sewage collection system for the project will be determined at the time individual tract maps are prepared for each phase of the Specific Plan. Figures 4-15 and 4-16 illustrates the proposed Phase 1 and Build-out (Phase1 and Phase 2) Wastewater System.

The City of Oxnard requires that new development connect to the city’s existing wastewater system. Any developer constructing a new wastewater line is required to coordinate the construction and dedication of any such wastewater system with the city for future operation and



maintenance. The developer will pay for its proportionate share of the off-site wastewater mitigations identified in the FEIR. Wastewater lines within private streets will be operated and maintained by a Community Facilities District or Service Area.

4.3.4 STORMWATER DRAINAGE

The Teal Club Specific Plan area is located in the Oxnard Plain Hydrologic Area of the Santa Clara – Calleguas Hydrologic Unit. Storm water from the on-site agricultural fields currently drains to the west and south from the project site to a manmade channel along the southern boundaries of the project area.

The design and sizing of the Teal Club Specific Plan drainage system is based on a 100-year storm event. The exact configuration of the drainage system for the project will be determined at the time individual tract maps are prepared for each phase of the Specific Plan. The proposed Phase 1 and Build-out (Phase 1 and Phase 2) Stormwater Drainage System drainage system is illustrated in Figures 4-17 and 4-18.

The design and sizing of the Teal Club Specific Plan drainage system and water quality treatment system shall comply with the applicable National Pollution Discharge Elimination System (NPDES) MS4 Permit in force at the time of development, subject to the interpretation of the governing body regulating permit issuance. All facilities within the Specific Plan area shall be funded,

permitted, and maintained in satisfactory order by a Master Property Association, Community Facilities District, or other private entity as approved by the City of Oxnard. Stormwater lines within private streets that primarily serve private streets will be operated and maintained by the Home Owners' Association.

4.3.5 SOLID WASTE DISPOSAL

The City of Oxnard-owned Del Norte Regional Recycling and Transfer Station (DNRRTS) will provide solid waste disposal services to the project area. Any remaining refuse from the project that cannot be accommodated by the DNRRTS will be hauled to other landfill sites in Ventura County. User fees for collection and disposal services will be incurred for development within the project area.

FIGURE 4-12 PUBLIC FACILITIES

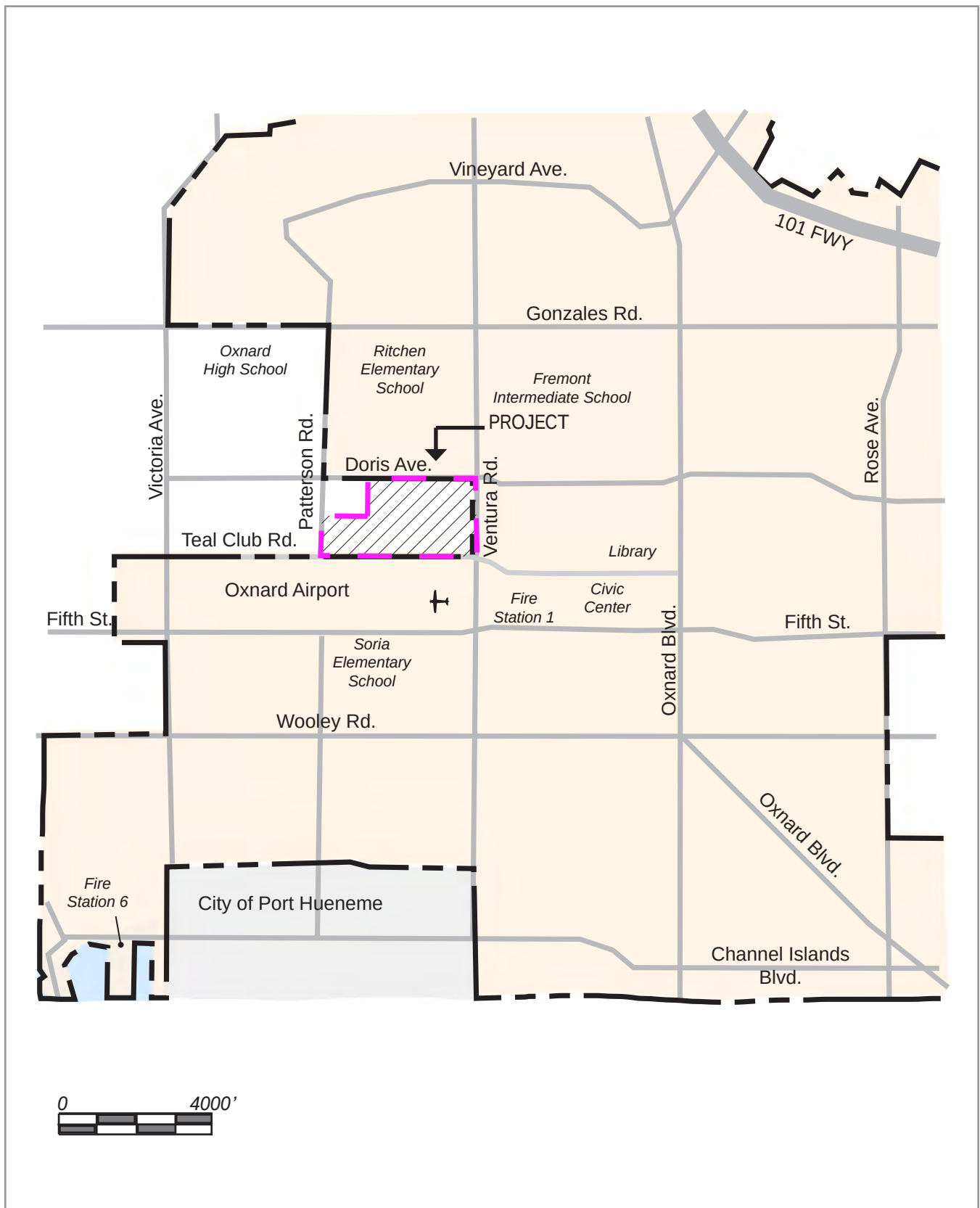


FIGURE 4-13 PROPOSED PHASE 1 WATER SYSTEM

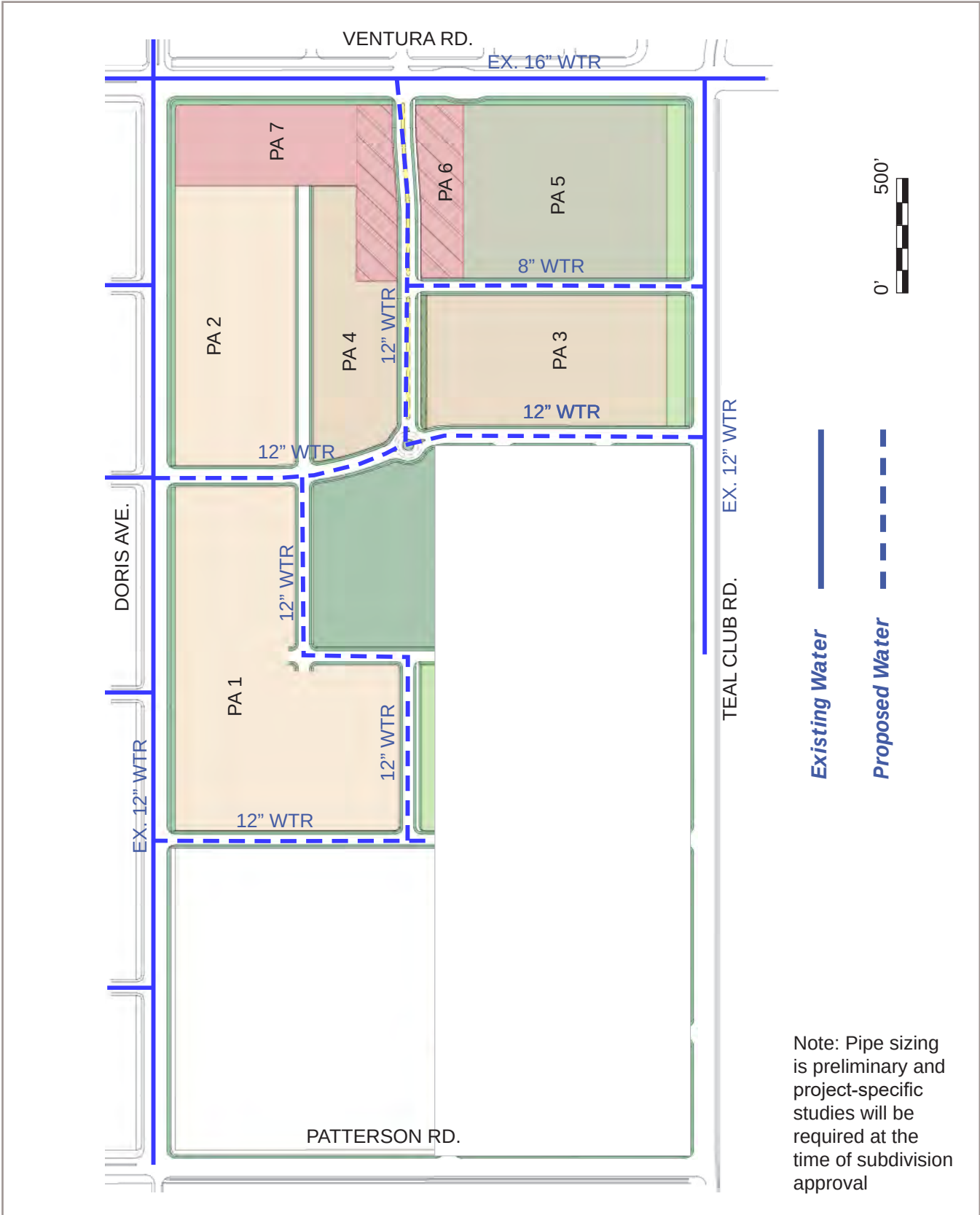


FIGURE 4-14 PROPOSED BUILD-OUT WATER SYSTEM

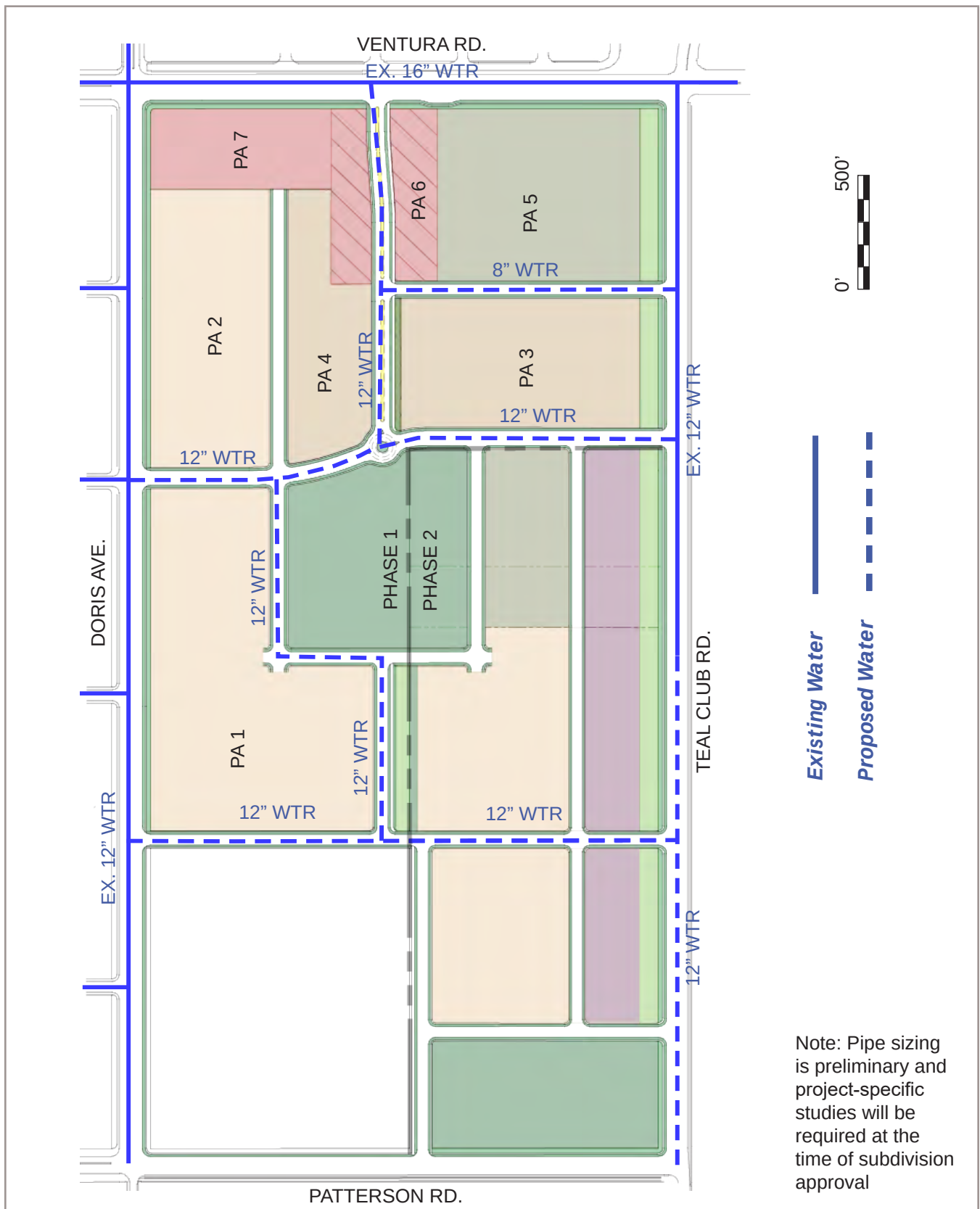




FIGURE 4-15 PROPOSED PHASE 1 WASTEWATER SYSTEM

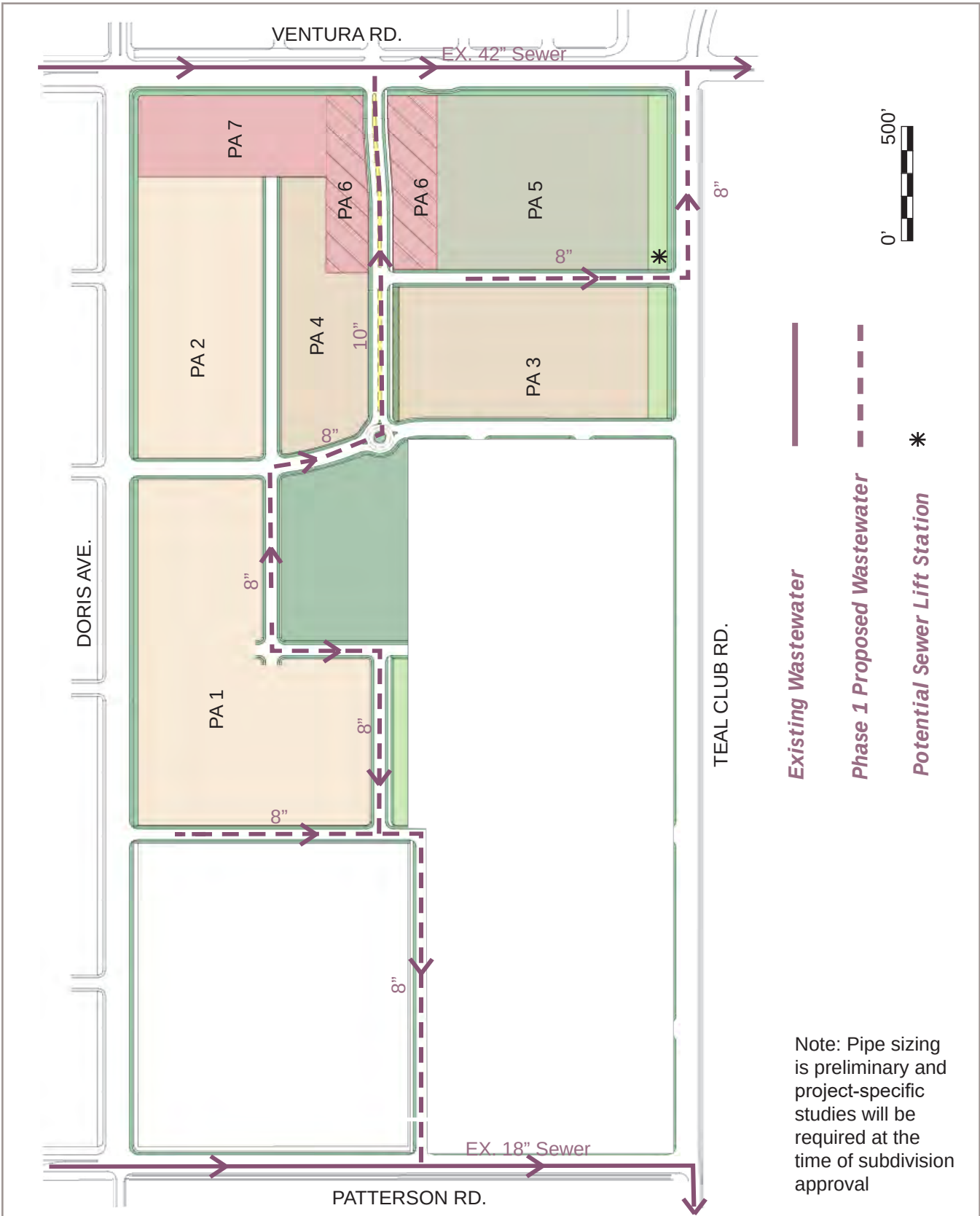


FIGURE 4-16 PROPOSED BUILD-OUT WASTEWATER SYSTEM





FIGURE 4-17 PROPOSED PHASE 1 STORMWATER DRAINAGE SYSTEM

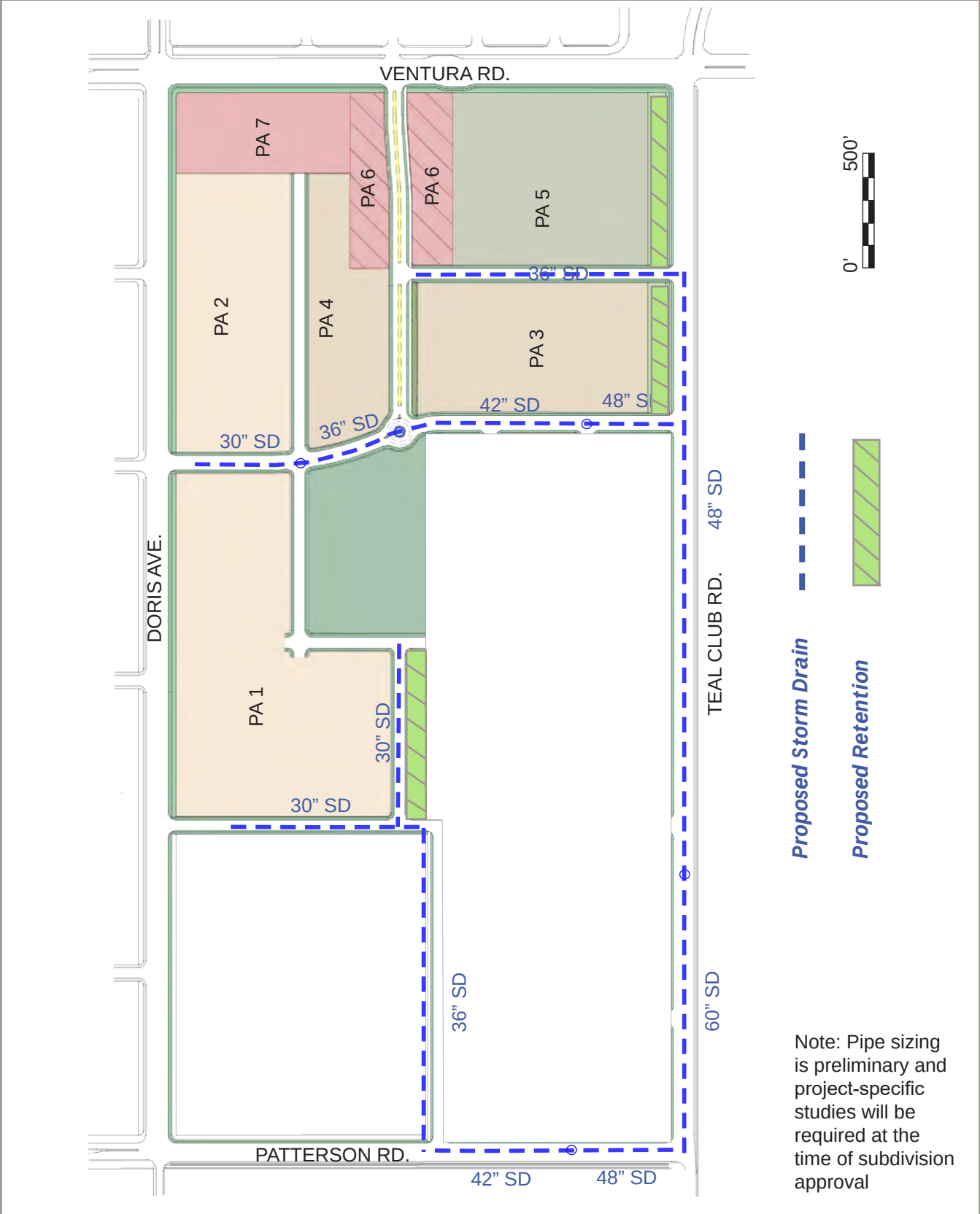


FIGURE 4-18 PROPOSED BUILD-OUT STORMWATER DRAINAGE SYSTEM





4.3.6 NATURAL GAS

The Southern California Gas Company (SCG) supplies gas resources to the City of Oxnard. The existing SCG facilities will serve as primary sources of gas supply for the Teal Club Specific Plan. SCG will review the proposed gas piping layout at the design development phase.

4.3.7 ELECTRICITY

Southern California Edison (SCE) provides electricity to the project area. The existing SCE facilities will serve as the primary sources of electrical supply for the Teal Club project. All future electrical additions located within the project boundaries will be placed underground.

4.3.8 PUBLIC SCHOOLS

Oxnard School District (OSD) and Oxnard Union High School District (OUHSD) provide public education services to the project area. Development of approximately 990 residential units proposed as part of the Specific Plan would introduce additional students into the OSD and OUHSD and increase demand on school facilities. School fees are used to mitigate impacts associated with adding incremental amounts of students to school districts. OSD has acquired a 25-acre site immediately adjacent to the Teal Club Specific Plan at the southeast corner of Doris and Patterson Roads. The district proposes to construct school facilities to serve the Kindergarten through 8th Grade students within the surrounding community, including the Teal Club Specific Plan area. OUHSD will house students generated by the project in existing or future facilities.

4.3.9 POLICE PROTECTION

The Teal Club Specific Plan is served by the City of Oxnard and the Ventura County

Sheriff's Department since the property is within the city's Sphere of Influence but not within its current corporate limits. Once annexed to the city, the Specific Plan area will be served by the City of Oxnard Police Department.

Developers within the Teal Club Specific Plan shall coordinate with the city's police department regarding the design standards and safety protection requirements and will implement these in the final design and construction of all residential, commercial and public structures.

4.3.10 FIRE PROTECTION

The Teal Specific Plan area is served by the Oxnard Fire Department. Two fire stations are located in proximity of the project area; Fire Station 1 and Fire Station 6. Fire Station 1 is located at 491 South "K" Street, approximately 1.2 miles east of the Specific Plan area and would be the primary response company. Fire Station 6 is located at 2601 Peninsula Road, approximately 2.3 miles northeast of the project site.

All development within the Specific Plan shall pay applicable City of Oxnard Fire Protection fees in place as required by City Ordinances. The use of non-flammable materials, especially roofing materials, will be required for all structures in the Specific Plan area.

4.3.11 PARKS & RECREATION

There are two public parks in the plan area: the Phase 1 and 2 portions of the ten-acre centrally located Neighborhood Park and the 7.3 acre Phase 2 southwest area park. The central east-west greenbelt creates a visible connection for public gathering, organized recreation, walking, and biking.

Both public parks will be owned and maintained by the City of Oxnard and serve a portion of the recreational needs of the plan area and the existing nearby neighborhoods. Maintenance funding shall be provided by a city-approved funding mechanism established and formed by the developers of the Specific Plan and financed by all development within the Specific Plan as provided for in the Project Development Agreement(s). Turf play areas, playground equipment, bathrooms, and picnic tables will be incorporated into these parks, subject to final design approval by the City of Oxnard.

Private recreation facilities shall be included within each multi-family project to meet a portion of recreational needs as determined during the Planned Development Permit approval process.



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5

ENVIRONMENTAL RESOURCES

5.1 OVERVIEW

The City of Oxnard strives to be a leader in environmental resource sustainability. This chapter focuses on implementing long-established state and federal regulations and should be used in conjunction with Chapter 2 - Sustainable Community, which focuses on new environmental issues such as climate change.

5.2 WATER RESOURCES

The Teal Club Specific Plan provides important implementation measures for the city's water resource management goals.

5.2.1 WATER SUPPLY

The Teal Club Specific Plan provides for the transfer of historic agricultural pumping rights to the city for municipal uses. The transfer reduces the amount of water that may be extracted from the aquifer and the existing wells will be capped.

5.2.2 ADVANCED WATER PURIFICATION WATER

The Teal Club site is located on Ventura Road where the City of Oxnard water infrastructure has been installed. With the addition of the Advanced Water Purification program the water distributed throughout the project site will be primarily locally sourced and will reduce the environmental impacts associated with imported water.

5.3 AESTHETIC RESOURCES

5.3.1 OPEN SPACE

The 17-plus acres of Neighborhood Parks will provide a healthy and scenic outdoor asset while the tree-lined Multi-Purpose Trail and agricultural buffer will provide a pleasing background for residents and the larger community.

5.3.2 ROADWAYS

New 14 to 16-foot landscaped medians will be added to Ventura Road, Doris Avenue and Patterson Road. Large, landscaped parkways (15-30 feet) will separate arterial streets from the project. A greenbelt along Beverly Drive will provide a pleasant walking or biking



connection to the community park, schools and the Mixed Use area.

5.4 CHARACTER ENHANCEMENT

The Teal Club Specific Plan seeks to create an environment where most of the services and activities for residents and employees are located within walking distance of their homes or offices. Encouraging walking requires appropriate destinations and linkages as well as the creation of a pedestrian-friendly environment. The Teal Club Specific Plan therefore incorporates traditional neighborhood design components that promote “porch and street orientation” that fosters personal interaction between private buildings and the public realm.

Courtyard/Cluster homes (R-2) include porches and architectural elements reflecting the early twentieth century diversity and character of style evident in the nearby Oxnard Historic District.

Providing nodes of activity also enhances the pedestrian experience. The neighborhood park is located at the mid-point of the main pedestrian axis through the site so that it is a visible destination for most residents.

5.5 LANDSCAPE DESIGN

Landscaping is intended to be native or adapted species in all open space areas and should need minimal irrigation after a grow-in period. Trees are an important part of the overall landscape plan and will be selected based on a number of criteria as defined in the Landscaping Design Guidelines section of this Specific Plan.

5.6 AGRICULTURE

Existing agricultural fields to the west of the project area will be buffered according to the County of Ventura Agricultural/Urban Buffer Policy revised July 19, 2006. A minimum 150-foot buffer area with a vegetative screen as defined in the county’s buffer policy will be placed between agricultural uses and the new developed uses. The Phase 2 park and Patterson Road provide the permanent west edge project buffer. The development of Phase 1 will also buffer the remaining agricultural fields located in Phase 2 of the Specific Plan until such time as Phase 2 is developed. The Phase 1 Agricultural Buffer is shown in Figure 8-1.

5.7 AIR QUALITY

In addition to standard construction mitigation measures, the land-use and zoning of the Teal Club Specific Plan co-locates a variety of uses in order to minimize vehicle miles traveled. Jobs, housing, public/semi-public uses, Urban Village commercial services (restaurants, shops, childcare, etc.), recreational opportunities and transit options will be connected by safe, attractive greenbelts, trails and bikeways. When combined with the features identified in Chapter 2 -Sustainable Community, the Teal Club Specific Plan will effectively reduce the number of vehicle miles that residents need to travel due to the availability of services and alternative modes of transportation listed above.

6

SAFETY & HAZARDS

6.1 OVERVIEW

This chapter addresses both the safety and noise factors relevant to the Teal Club Specific Plan.

6.2 AIRPORT COMPATIBILITY

The Teal Club Specific Plan is located just north of the Oxnard Municipal Airport and within the airport's Sphere of Influence. The site lies directly below the landing pattern for aircraft approaching the airport from the northwest. The Airport Air Safety Zones map and project location are shown in Figure 6-1. Therefore, the Teal Club Specific Plan is designed to meet the conditions identified in the Ventura County Comprehensive Airport Land Use Plan (ACLUP) for sites located within the Traffic Pattern Zone (TPZ):

- The structural coverage of residential units is less than 25% of the overall site area
- The structural coverage of commercial or industrial development is less than 50% of the site area.
- An aviation easement will be granted to the County of Ventura.

The land use density maximums in this section apply to the overall Specific Plan area. Each development phase shall show compliance with these overall density requirements as part of the Tentative Tract Map filing for both the proposed development and the cumulative development.

Further, the Federal Aviation Administration (FAA) has jurisdiction over development proposals under Title 14, Code of Federal Regulations, Part 77. Potential noise impacts from airport operations will be analyzed through the project's Environmental Impact Report (EIR) and mitigations implemented.

The project plans shall address landscape materials the size and location of trees to minimize any potential hazard.

6.3 NOISE

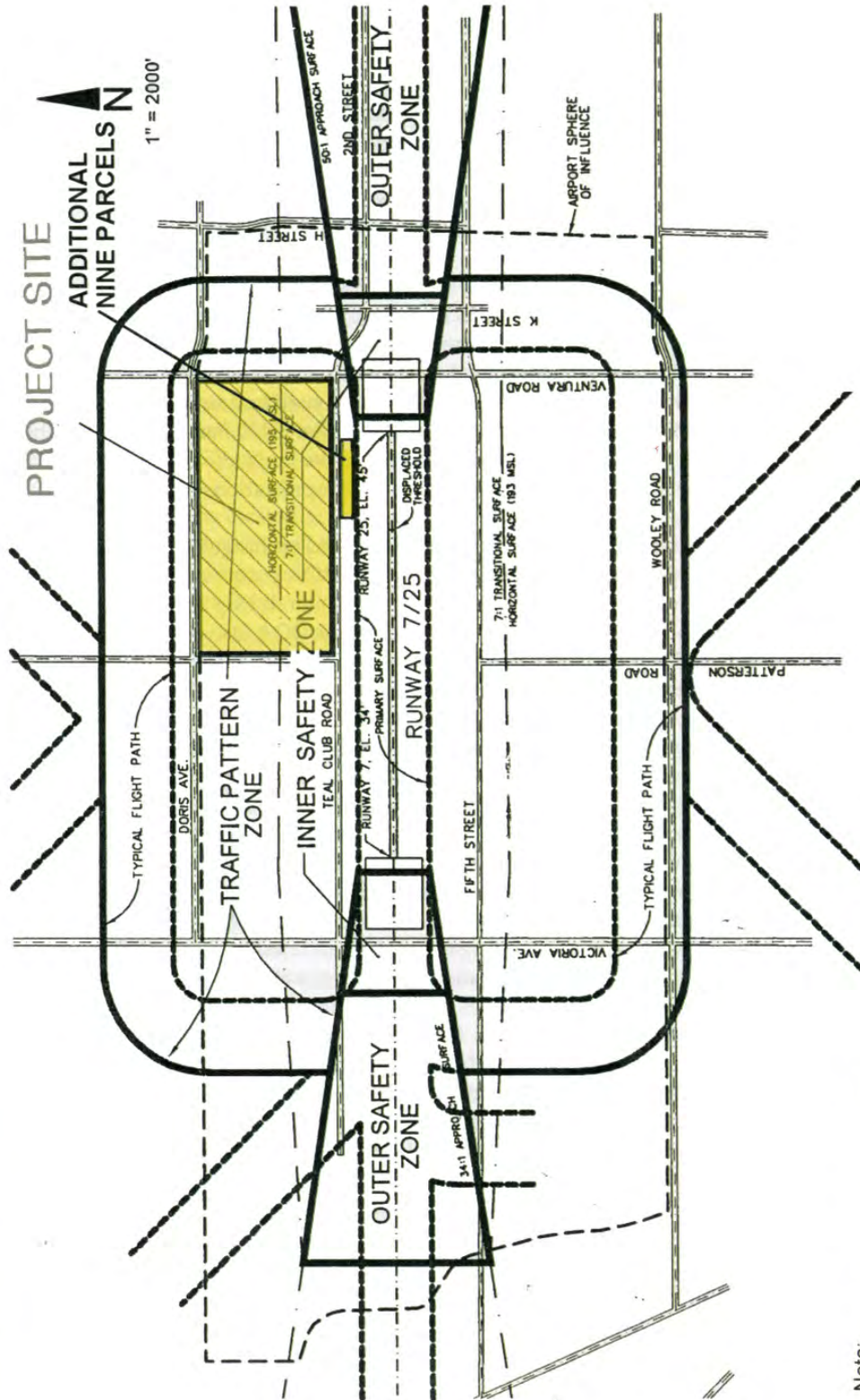
The project's location next to the Oxnard Airport requires that all buildings include noise buffering. The noise analysis and mitigations are detailed in the EIR.

6.4 TRAFFIC & PEDESTRIAN SAFETY

The Teal Club Specific Plan circulation plan is designed to enhance the safety and comfort of all modes of transportation. Street widths have been minimized and most allow on-street parking which slows vehicular traffic. Wide sidewalks are separated from traffic with landscaped parkways and a Class I trail links much of the residential land uses to both the Commercial Mixed Use area and neighborhood park. Design guidelines require buildings to front the streets with porches or storefronts. This keeps more "eyes on the street" to further increase safety.

FIGURE 6-1 AIR SAFETY ZONES MAP

Teal Club Specific Plan EIR
Section 4.7 Hazards and Hazardous Materials



Note:

FAA Runway Protection Zone Boundary and
CLUP Inner Safety Zone Boundary are Identical

Source: Heliplanners

Air Safety Zones

Figure 4.7-1
City of Oxnard

7

HOUSING & URBAN VILLAGE CONCEPT

7.1 OVERVIEW

The Teal Club Specific Plan is an important component of the implementation of the City of Oxnard 2030 General Plan, the City of Oxnard General Plan Housing Element and the State-approved Regional Housing Needs Assessment. The Specific Plan, General Plan Housing Element and the State-approved Regional Housing Needs Assessment allows for the development of 990 residential dwelling units in a variety of densities, product types and price ranges to meet the City's growing population.

7.2 URBAN VILLAGE CONCEPT

This Specific Plan is a City of Oxnard-designated Urban Village. As discussed throughout the Specific Plan, the design guidelines, housing types, mix of land uses, and landscape and pedestrian orientation concepts implement a neo-traditional town planning concept. Chapter 3 of the 2030 Oxnard General Plan addresses the vision to guide future development in the City. In

particular, Community Development Goal CD-7 calls for the “Development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity.”

General Plan Policy CD-7.1 defines the implementation of Goal CD-7 as follows:

Establishment of Urban Villages

Six areas of the City are initially designated as Urban Villages. A specific plan for each area shall be prepared in advance of implementing an Urban Village in a specific authorized location. Additional Urban Villages and guidelines may be subsequently adopted by the City Council. Urban Villages shall be characterized by:

- *Infill and/or development of formerly agricultural land*
- *Reinvestment in the existing community*
- *Mixture of land uses*
- *Mix of residential densities and housing types*
- *Providing a minimum of 15 percent affordable housing*
- *Location along or near corridors, downtown, and transit nodes*
- *Transit, pedestrian, and bicycle circulation given high priority*



Within the General Plan the Teal Club Specific Plan is further described as follows:

TEAL CLUB SPECIFIC PLAN

Location. Teal Club Road, Patterson Road, Doris Avenue, and Ventura Road.

Land Use. Transit oriented residential with supporting mixed use, schools, parks, and neighborhood commercial services.

Overview. The intent of this urban village is to encourage neo-traditional town planning compatible with surrounding uses and the Oxnard Airport with a focus on sustainability by using green building and planning principles, provision of adequate public and semi-public uses, transit-oriented development, and an identity-creating entry component facing Ventura Road. A central focus of this development will be in the provision of balanced community with jobs, school, recreation, shopping, and affordable and market-rate housing.

The Teal Club Specific Plan, as formulated within this document, implements the General Plan Urban Village Goal CD-7. The land use plan, community layout and development standards and guidelines ensure that the objective criteria of General Plan Policy CD-7.1 will be implemented upon completion of the Specific Plan. The General Plan Overview description of the Teal Club Specific Plan is also fully-realized by the implementation of this Specific Plan document. To achieve an appropriate mix of housing the Specific Plan has established density ranges for each Planning Area. These

density ranges provide for a wide variety of housing types to meet a diverse range of community housing needs. Unit types will include Medium-High Density market-rate and affordable income-restricted apartments (18 to 30 units per acre), condominium and townhome for-sale housing (12 to 18 units per acre) and detached small-lot, single-family homes (7 to 12 units per acre). Within these product types there will be a range in unit sizes to accommodate single occupancy as well as larger household groupings.

7.3 INCLUSIONARY HOUSING

As an Urban Village the Teal Club Specific Plan will provide for fifteen percent of the overall unit count to be affordable, inclusionary housing based on household income as defined by the California Health and Safety Code. Of this fifteen percent total requirement, the following percentages of income levels shall apply:

40% - Very Low Income

60% - Lower Income

The qualifying inclusionary units may be co-located in multi-family buildings or dispersed throughout the project but shall be built with a similar quality of materials and amenities so as not to be distinguishable from market-rate units.

Phase 1 of the Specific Plan shall be required to provide the inclusionary units for Phase 1 within the Phase 1 boundary. These inclusionary, affordable units shall be constructed in PA 5 and/or PA 6, as the developer may elect.

In the event that land is donated to the City or a qualified affordable housing developer within Phase 1 specifically for a 100% affordable, inclusionary housing project, that project may apply for any and all density bonus provisions provided under Local or State Law in force at the time of the affordable, inclusionary project approval. Any density bonus project approved under Local or State density bonus provisions shall be evaluated as required under the applicable California Environmental Quality Act and other Local or State laws.

Phase 2 of the Specific Plan shall be required to provide the inclusionary units for Phase 2 within the Phase 2 boundary. In the event that land is donated to the City or a qualified affordable housing developer within Phase 2 specifically for a 100% affordable, inclusionary housing project, that project may apply for any and all density bonus provisions provided under Local or State Law in force at the time of the affordable, inclusionary project approval. Any density bonus project approved under Local or State density bonus provisions shall be evaluated as required under the applicable California Environmental Quality Act and other Local or State laws.

7.4 RESIDENTIAL UNIT MIX

The mix of residential units is intended to meet existing and future community needs. The unit mix and unit sizes shall be evaluated by City staff and Planning Commissioners as part of the development review and approval process for subdivisions and individual discretionary permits within the Specific Plan. This review shall include consideration of the inclusion of very small units, multi-generational units, large households, seniors or special needs. The density ranges encourage a combination of detached, attached and multi-story units to meet the widest range of household types possible in a pedestrian-friendly and transit-accessible location.



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IMPLEMENTATION

8.1 PHASING

The project includes two major phases based on ownership as illustrated in Figure 8-1 and 8-2. Development of the Specific Plan is anticipated to occur over a five to ten year period. As a result, there will be a number of individual projects and sub-phases within each phase. Development of the major land use components may occur independently of one another or in parts. It is intended that agricultural production continue, to the degree economically feasible, on the undeveloped segments of the Specific Plan area. The right to farm under generally accepted standards near development is accorded to each property within the Specific Plan area.

The project developer shall construct, repair, and/or upgrade as necessary the infrastructure improvements that are within the project site and serve only the project at its sole cost and expense. The project developer shall construct, repair, and/or fund the infrastructure upgrades necessary beyond the project boundary as required to serve both the project and the city. Infrastructure reimbursement agreements shall be required between all developments within the Specific Plan to ensure an equitable, proportional sharing of backbone infrastructure costs.

The Specific Plan EIR Mitigation Monitoring and Reporting Program shall be utilized as the guiding document for providing a logical extension of necessary infrastructure to support development of individual Planning Areas within the overall project. As development occurs within the Specific Plan area onsite and offsite roadway improvements shall be provided to insure that traffic impacts within and beyond the Specific Plan area are mitigated. Other infrastructure improvements including “Advanced Water Purification” water, sewer service, storm drains and water quality treatment systems, and public utilities shall be provided to serve the needs of the individual Planning Areas and project phases.

The extent and sequence of phases of development will be approved through the City’s development review process and subdivision map approval process with implementation of the utility master plans, as contained in this Specific Plan, as required to provide necessary utility services. Each development shall be responsible for improvements within their individual project boundary as defined within the Phase 1 and Phase 2 Development Agreements and the future implementing entitlement Subdivisions, Tract Maps, and project Conditions of Approval.

8.2 AGRICULTURAL BUFFERS

Agricultural buffers are required to separate new development from existing agricultural uses. The primary agricultural buffer will be parallel to Patterson Road adjacent to Phase 2 development. It will be installed concurrently with the Patterson Drive road improvements identified in Chapter 4 - Infrastructure. The Agricultural buffer area extends into



the neighborhood Park along Patterson Road. Uses within the buffer area shall conform to the Ventura County Agricultural Commission's adopted policies.

Interim agricultural buffers may be necessary between Phase 1 and Phase 2 of the Teal Club Specific Plan. The first phase shall provide a full 150-foot structural setback buffer adjacent to any remaining agricultural uses as shown in Figure 8-1.

8.3 FINANCING DISTRICTS

At the developer's request, the City shall, pursuant to California Government Code Section 53311 et. seq., establish a Community Facilities District for capital improvements and create bonded indebtedness to finance the construction or acquisition of certain facilities such as roads, utilities, drainage, public facilities and other infrastructure.

If the City and Developer choose to, the City shall, pursuant to California Government Code Section 53311 et. seq., establish a Community Facilities District for the purpose of funding the maintenance costs of certain improvements such as roads, utilities, drainage facilities, parks, landscaping and public facilities.

8.4 DEVELOPMENT REVIEW PROCESS

All development within the Teal Club Specific Plan area is subject to the standards and guidelines in this Specific Plan. As part of the discretionary permit review process (i.e., staff review, development design review permit, Special Use Permit, subdivision map approval, etc.), the City of Oxnard shall review project submittals for consistency with

these standards and guidelines. Subdivision maps and related discretionary permits shall be processed in accordance with the procedures established by the City of Oxnard and defined within the City of Oxnard Municipal Code.

8.5 SPECIFIC PLAN ADMINISTRATION

The Specific Plan includes development and design guidelines but cannot anticipate every potential condition requiring decisions within the development review process. Any subsequent discretionary approval or amendment to the Specific Plan must be consistent with the General Plan as amended and/or updated.

Development applications that are not in substantial conformance with the Specific Plan or that may require an amendment to the Specific Plan shall be governed by the following processes under the following four application categories: Minor Modifications, Major Modifications, Specific Plan Amendments, and Special Use Permits.

8.5.1 MINOR MODIFICATIONS

The following items may deviate, within specified limitations, from the adopted Specific Plan but shall be considered to be in Substantial Conformance with the Specific Plan. This revision shall occur concurrent with the applicable discretionary permits.

FIGURE 8-1 PROPOSED PHASED IMPROVEMENT PLAN - PHASE 1

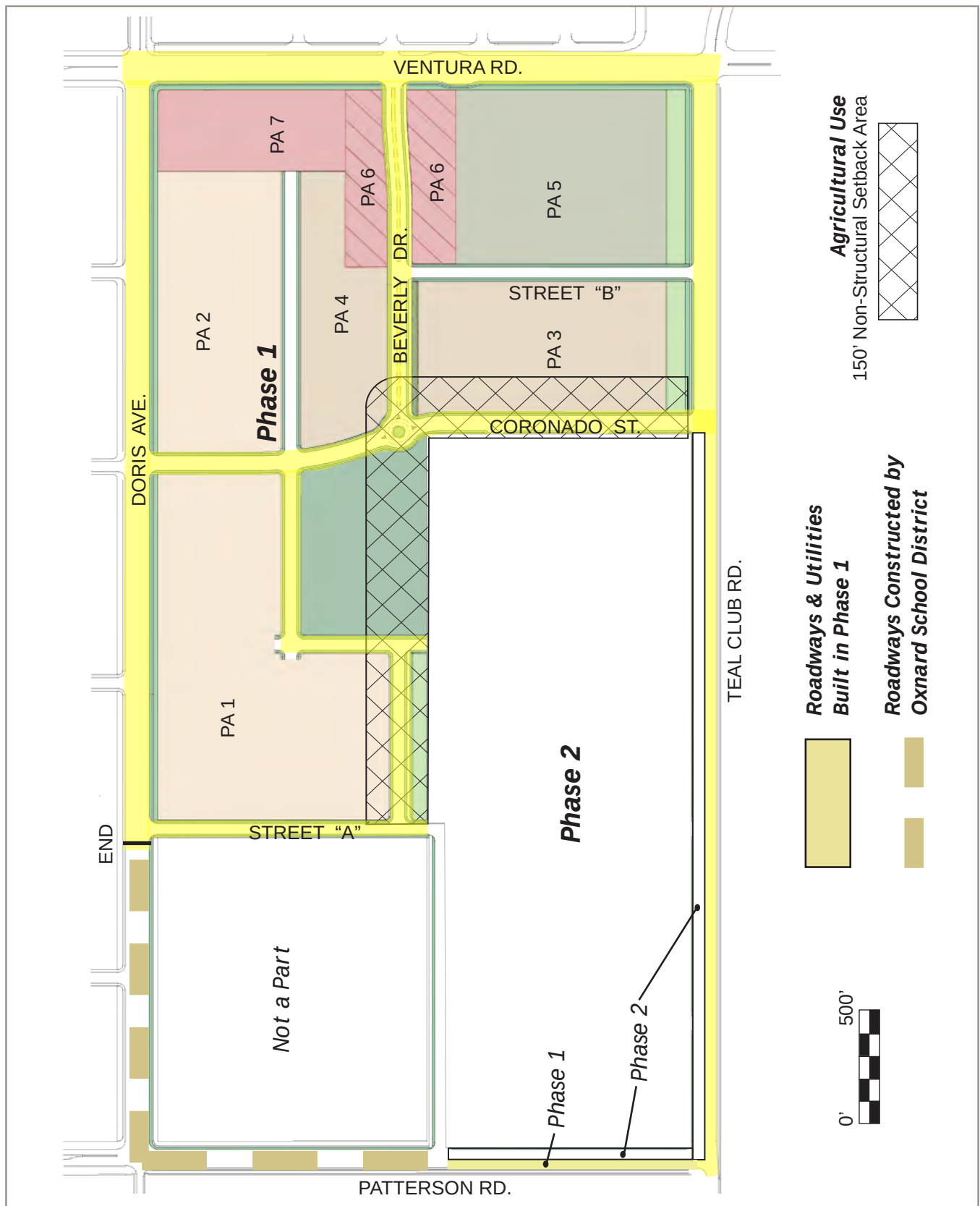
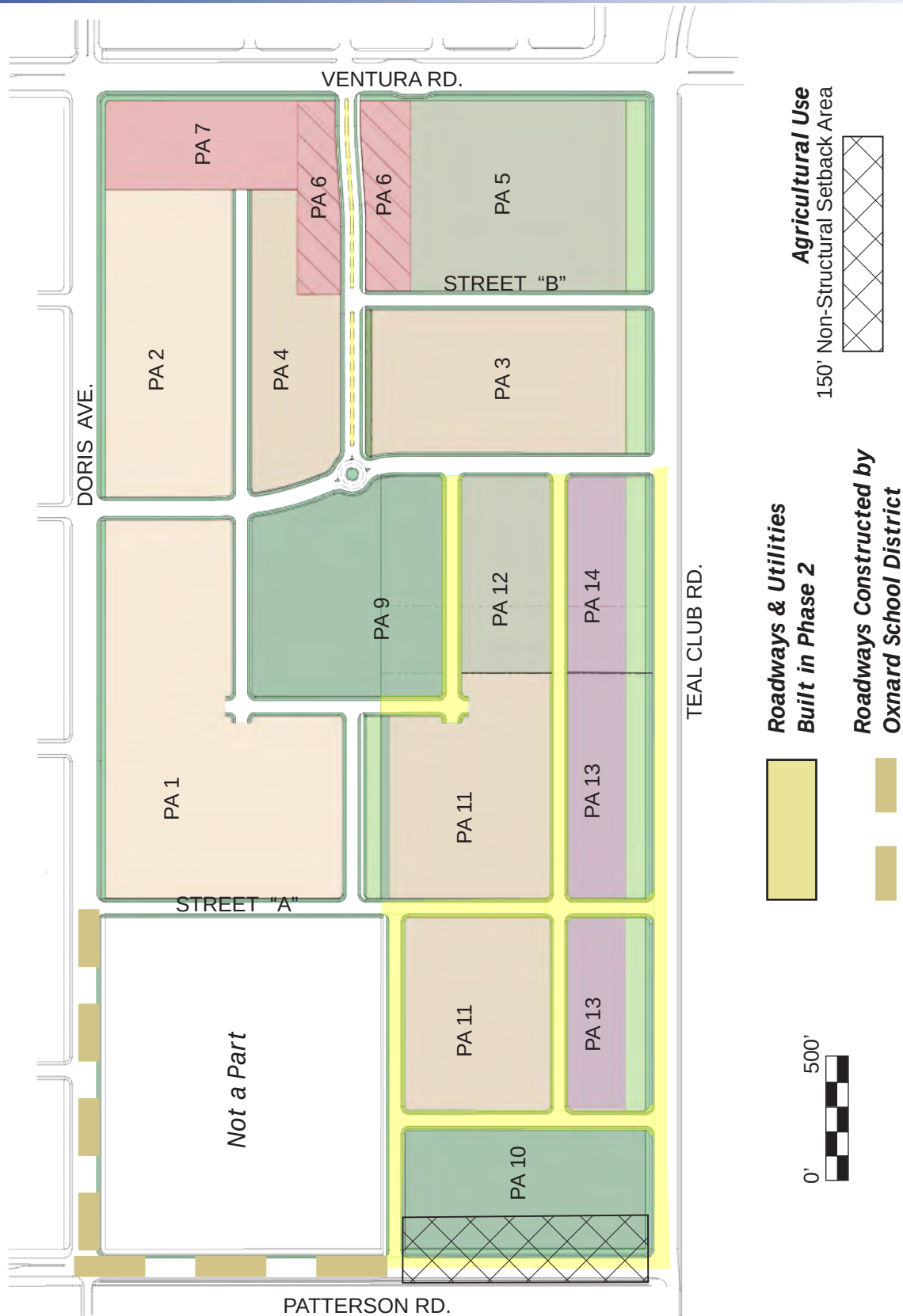




FIGURE 8-2 PROPOSED BUILD-OUT IMPROVEMENT PLAN



Examples of Minor Modifications include the following:

- ❑ Final facility sizing and alignment of water, sewer, and storm drain improvements (as directed by the City Engineer);
- ❑ Change in utility and/or infrastructure serving agency;
- ❑ Alignment of streets within neighborhoods so long as the number and approximate spacing of connections is in general conformance with the Specific Plan Land Use Plan;
- ❑ Local street, road, and multi-purpose trail alignments provided that connecting of destination points is maintained;
- ❑ Minor landscape and streetscape design modifications consistent with the Design Guidelines contained in this document and approved through the development review process;
- ❑ Deletion of utility infrastructure deemed unnecessary by the City Engineer.
- ❑ Re-distribution of dwelling units between Planning Areas provided that the re-distribution falls with the allowed density for each affected Planning Area.

8.5.2 SPECIFIC PLAN AMENDMENTS

Amendments may be requested at any time pursuant to Section 65453(a) of the California Government Code. Any proposed modification to the Specific Plan beyond the defined limits of the Minor or Major Modification will be processed as a Specific Plan Amendment. Depending upon the nature of the proposed Specific Plan Amendment, additional environmental analysis may be required, pursuant to Section 15162 of the California Environmental Quality Act.

8.6 MITIGATION MONITORING & REPORTING PROGRAM

Refer to the Teal Club Specific Plan EIR Mitigation Monitoring and Reporting Program for implementation and reporting of the Mitigation Measures.



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9

GENERAL PLAN CONSISTENCY

The Teal Club Specific Plan is a defined Urban Village and Specific Plan area within the City of Oxnard General Plan. The California Government Code (Sections 65450 through 65457) permits the adoption and administration of Specific Plans as an implementation tool for elements contained in the local General Plan. As a result, Specific Plans must demonstrate consistency in regulations, guidelines and programs with the goals and policies set forth in the General Plan.

The City of Oxnard 2030 General Plan contains the following elements that relate to the consistency analysis for the Teal Club Specific Plan: Sustainable Community, Community Development, Infrastructure & Community Services, Environmental Resources, Safety & Hazards and Housing.

An exhaustive review and analysis of each of these elements has been conducted as a part of the Teal Club Specific Plan Draft Environmental Impact Report (DEIR). The Teal Club Specific Plan DEIR General Plan Consistency Analysis was prepared by Rincon Consultants under the direction of the City of Oxnard.

The following pages list the applicable City of Oxnard 2030 General Plan Policies and provide a discussion of the project impacts, mitigations and consistency upon implementation of the Specific Plan and Final Environmental Impact Report (FEIR) mitigation measures. In each case the DEIR analysis confirms that the Teal Club Specific Plan is either deemed Consistent with the applicable General Plan Policy or Potentially Consistent with the applicable General Plan Policy, subject to final confirmation by conformance with the mitigations and requirements to be set forth in the FEIR.

The Teal Club Specific Plan, located entirely within the City of Oxnard's established City Urban Restriction Boundary (CURB), has been identified in the approved City of Oxnard 2030 General Plan as one of the last remaining major parcels for development within the ultimate City of Oxnard boundaries. Upon annexation to the City of Oxnard and subsequent completion of the infrastructure improvements outlined within the Teal Club Specific Plan and FEIR Mitigation Measures there would be no significant impacts to public services within the City of Oxnard.

The Teal Club Specific Plan mix of residential, commercial, industrial, recreational and transit connections will contribute to the overall economic and cultural vitality of the City of Oxnard. The City of Oxnard will receive economic benefits from the tax-increment revenue derived from the development of the Specific Plan area. The Specific Plan shall provide for self-funding of internal community infrastructure through the formation of a Maintenance Community Facilities District (CFD) or Community Service Area, subject to approval by the City of Oxnard.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>SUSTAINABLE COMMUNITY</i>	
<i>SC-3.1. New Residential Development. Encourage incorporation of passive and active energy and resources conservation design and devices in new residential development and substantial remodels and/or expansions.</i>	<u>Level II - Consistent</u> Mitigation Measures AQ-2(b) and AQ-2(c) require that construction and building management contracts for residential development within the TCSP include energy saving requirements mandated by State Green Building Code, as amended during the life of the project. Mitigation AQ-2(c) also required that all structures include passive energy conservation design elements, including building material massing, orientation, architectural elements (deeply recessed windows, eave overhangs, etc.), landscape shading, or low-impact materials, window glazing to increase insulation, and water circulation pumps to reduce water use, and/or similar measures shown to be equally effective. This mitigation measure that applies to all development proposed within the TCSP and within the nine parcels proposed for Annexation.
<i>SC-3.8. Require Use of Passive Energy Conservation Design. As part of the City and Community EAP's, require the use of passive energy conservation by building material massing, orientation, landscape shading, materials, and other techniques as part of the design of local buildings, where feasible.</i>	
<i>SC-3.12. Encourage Natural Ventilation Review and revise applicable planning and building policies and regulations to promote use of natural ventilation in new construction and major additions or remodeling consistent with Oxnard's temperate climate.</i>	<u>Level II - Consistent</u> Mitigation Measure AQ-2(e) requires all applicants for all projects within the TCSP area and within the nine parcels proposed for Annexation to include natural ventilation in building design plans whenever feasible, as required by the State Green Building Code, as amended during the life of the project.
<i>COMMUNITY DEVELOPMENT</i>	
<i>CD 1.4. Transportation Choices. Promote the application of land use and community designs that provide residents with the opportunity for a variety of transportation choices (pedestrian, bicycle, transit, automobile).</i>	<u>Level I - Consistent</u> The TCSP consists of traditional neighborhood design components that promote “porch and street orientation” and encourage walking and interaction between residents. Medium and Medium-High Density areas would orient to internal pathways and common areas with connection to the public walking network and to the Urban Village. The Urban Village would be oriented around a public plaza, and would be within walking distance of residential units and readily accessible to a new bus stop on Ventura Road (Section 2.0, <i>Project Description</i>).



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>CD 1.5. Housing Variety. Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single family units.</i>	<u>Level I - Consistent.</u> The TCSP envisions development of up to 990 residential dwelling units in a variety of densities and product types including both market-rate and affordable housing. In addition to single-family residential units, the TCSP includes single-family courtyard homes, single-family townhomes and multi-family condominiums and apartments (Section 2.0, Project Description).
<i>CD 1.6. Public Facilities. Enhance resident quality of life by providing adequate space for schools, libraries, parks and recreation areas, as well as space for the expansion of public facilities to support the community's vision.</i>	<u>Level I - Consistent.</u> The TCSP includes a 6.5-acre public (City) Community Park (PA 8) with playground equipment, picnic tables, restrooms, and backstops and fencing for softball/baseball play and soccer use. Within the residential and commercial PA's, a 6.5-acre community park, a 3.5-acre community park, and a 7.4-acre community park combine for a total of 17.4 park and open space acres. Combined with the Beverly Dr. greenbelt, the TCSP would provide 17.8 gross acres of public parks and open space, about 12% of the project acreage.
<i>CD 1.7. Compact Development. Promote the use of development patterns that are more compactly built and use space in an efficient aesthetic manner as part of the community vision.</i>	<u>Level I - Consistent.</u> High-density residential zones are 30 or more dwelling units per acre and medium-high zones are 18 to 30 dwelling units per acre, as described in the City of Oxnard General Plan 2030. The TCSP would include maximum densities of between 10 and 30 dwelling units per acre. The general distribution of densities for the site is included in the 2030 General Plan Land Use map, and the proposed TCSP generally adheres to that distribution.
<i>CD 1.8. Natural Resource Conservation. Promote a high quality of life within the community, incorporating the retention of natural open space areas, greenbelts, and the provision of adequate recreational facilities.</i>	<u>Level I - Consistent.</u> As discussed in Section 4.4, Biological Resources, the project area does not include any natural open space areas, as it is currently used for agricultural activities and urban development. The project area is adjacent to agricultural areas to the west that are outside of the CURB boundary. Approximately 17.76 acres of open space and parks are proposed within the TCSP area. As discussed in Section 4.12 Public Services and Recreation, this acreage would exceed the required 12 acres of parkland for the project.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>CD 1.9. Commute Reduction. Minimize the commuting distances between residential concentrations and employment centers by encouraging the development of mixed land uses in appropriate areas.</i>	<u>Level I - Consistent.</u> Medium and Medium-High Density areas in the TCSP would orient to internal pathways and common areas with connection to the public walking network, the proposed Business Research Park zone (PA 13 and 14), the proposed commercial zones (PA 6 and 7), and the nine parcels south of Teal Club Road which would be rezoned for employment-generating uses.
<i>CD 1.10. Jobs-Housing Balance. Consider the effects of land use proposals and decisions on efforts to maintain an appropriate jobs-housing balance ratio.</i>	<u>Level I - Consistent.</u> The TCSP includes residential uses, as well as retail, office, and a business and research park, which would offer job opportunities to residents. The adopted VCOG 2040 forecast projects a total of 83,328 jobs and 71,602 households for the City of Oxnard by the year 2040. Therefore, the 2040 jobs/housing ratio would be 1.16:1 which is within the range of 1.1 and 1.34 jobs per housing unit, the acceptable jobs/housing ratio range identified by the VCOG (VCOG, May 2008). With the additional 2,651 jobs and net increase of 988 housing units under the proposed Specific Plan, the jobs/housing would change to 1.18:1 (more skewed towards a greater number of jobs than housing units) but would still be within the acceptable jobs/housing ratio. Therefore, the project would not move the City's ratio out of the VCOG range.
<i>CD 1.12. Avoiding Encroaching the Oxnard Airport. Retain land within the airport hazard area as permanent open space as shown on the Land Use Map or otherwise recommended by the County Department of Airports.</i>	<u>Level II - Consistent.</u> Development of the Specific Plan would place residential and commercial uses within 2,000 feet of the Oxnard Airport runway, potentially exposing people residing and working in the area to safety hazards. However, no habitable development is proposed within the airport's inner or outer safety zone, and as discussed in Section 4.7, Hazards and Hazardous Materials, the probability of an accident occurring in the Plan Area is low. Further, the presence of nearby emergency landing areas would reduce accident hazards. Safety would be further ensured through mitigation measures HAZ-5(a-c). The City of Oxnard has referred the proposed project to the ALUC for review and comment. The ALUC has determined that the Project is consistent with the Airport Comprehensive Land Use Plan. The City must consider the comments of the ALUC prior to making a decision on adoption of the Specific Plan.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>CD 3.1. Neighborhood Preservation. Protect existing residential neighborhoods from the encroachment of incompatible activities and land uses as determined through environmental review and/or determination by the Planning Commission.</i>	<u>Level II - Consistent.</u> The development within the TCSP would be compatible with the existing residential neighborhood located to the north of the TCSP area. The proposed Urban Village would locate residential uses adjacent to the existing residences. Residences to the east are across Ventura Road from the project area, which would provide a buffer from the neighborhood commercial and higher density residential uses proposed in the eastern portion of the TCSP area.
<i>CD 4.1. Mitigate Land Use Conflicts. Mitigate conflicts between commercial and other land uses, especially residential and recreational uses.</i>	<u>Level II - Consistent.</u> Proposed commercial uses in the TCSP would not be located directly adjacent to any existing residential or recreational uses. Existing residences to the east of proposed commercial land use in PA 6 and 7 are across Ventura Road from the project area, which would provide a buffer from the neighborhood commercial uses.
<i>CD 5.1. Industrial Clustering. Encourage the clustering of industrial uses into areas that have common needs and are compatible in order to maximize their efficiency.</i>	<u>Level II - Consistent.</u> The nine parcels (11.4 acres combined) to be Annexed south of Teal Club Road are a mix of vacant land and existing small residential and industrial development. Upon Annexation, these nine parcels would be zoned Light Manufacturing (M-1) by the City of Oxnard and would encourage the clustering of industrial uses. The airport area is designated by the City as an area where industrial uses are allowed. Business and Research Park uses are also proposed for the TCSP area nearest to the airport (PA 13 and 14).
<i>CD 5.2. Compatible Land Use. Ensure adequate separation between sensitive land uses (residential, educational, open space, healthcare) to minimize land use incompatibility associated with noise, odors, and air pollutant emissions.</i>	<u>Level II - Consistent.</u> The proposed industrial component of the Specific Plan would be compatible with existing industrial uses as well as the adjacent agricultural, open space, and residential land uses with incorporation of the mitigation measures specified in Section 4.2, Agriculture. See Section 4.7, Hazards and Hazardous Materials and Section 4.10, Noise for further discussion regarding compatibility. The proposed Business and Research Park uses in PA 13 and 14 would not include heavy manufacturing uses likely to produce incompatible odors.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>CD 5.3. Available Services. Encourage industrial activities to locate where municipal services are available including adequate storm drainage and water facilities, as well as easy access to multiple modes of transportation.</i>	Level I - Consistent. The nine parcels (11.4 acres combined) to be Annexed south of Teal Club Road are a mix of vacant land and existing small residential and industrial development. Municipal services currently exist in this area including water and sewer lines. When projects are proposed within the nine parcels and in the TCSP area, they would be required to comply with this 2030 General Plan policy and with existing regulations for stormwater. The project area is accessible to bicycle lanes and bus stops.
<i>CD 5.5. "Green" Major Transportation Routes. Guide industrial development to locate near transportation facilities capable of handling goods movements in an efficient manner without decreasing the level of service on the transportation network or dividing existing neighborhoods.</i>	Level I - Consistent. Industrial development would be located in the vicinity of major transportation routes including Ventura Road, Fifth Street and Victoria Avenue, and would not divide an existing neighborhood, as discussed above under Impact LU-1. The nine parcels south of Teal Club Road proposed for Annexation, which could be rezoned for industrial uses, are located adjacent to the Oxnard Airport, generally surrounded by other industrial land uses and commercial development, and no existing neighborhood is located on either side of the parcels. The parcels are located within 2.5 miles of Highway 101, a major transportation route.



Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>CD 6.1. Agricultural Buffers. Require that agricultural land uses designated for long-term protection and production be buffered from urban land uses through the use of techniques including, but not limited to, greenbelts, open space setbacks, fencing, berming, and windrows.</i>	<u>Level II - Consistent.</u> As described in Section 4.2, Agricultural Resources, and Mitigation Measure AG-2, which requires interim agricultural buffers, Phase 1 would include 91.83 acres of the site and interim agricultural buffers are proposed to allow Phase 2 owners to continue farming indefinitely. Phase 1 would also include all internal roadway circulation needed to service Phase 1. Proposed agricultural buffers would be 300 feet or 150 feet wide with a double row of appropriate trees (windrows). All proposed Phase 1 roads would be built and operable; residences for lots in the Phase 1 area within 150-foot buffers would not be built until Phase 2 is committed to development. Trespassing, vandalism, and pilferage impacts would be reduced through the development of the Community Park separating agricultural production and proposed urban land uses. Agricultural uses to the west would be buffered by open space planning areas and North Patterson Road. Finally, the community park (PA 10) would provide a buffer between the residential and business park use and agricultural use to the west.
<i>CD 6.2. Agricultural Preservation. Preserve agricultural land and uses within the Oxnard Planning Area unless other uses are allowed through a future CURB amendment and/or applicable exemptions.</i>	<u>Level II - Consistent.</u> When voters approved the city's Save Open Space and Agricultural Resources ("SOAR") initiative in 1998, the Teal Club site was located inside the urban growth boundary ("CURB").

Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>CD-7.1 Establishment of Urban Villages: Six areas of the City are initially designated as Urban Villages. It is the intent of the Urban Village designation that specific or strategic plans for each area will be prepared in advance of the planning entitlement process. Additional Urban Villages and guidelines may be subsequently adopted by the City Council*. Urban Villages are envisioned as characterized by:</i> <i>• Infill and/or development of formerly agricultural land</i> <i>• Reinvestment in the existing community</i> <i>• Mixture of land uses</i> <i>• Mix of residential densities and housing types</i> <i>• Providing a minimum of 15 percent affordable housing</i> <i>• Location along or near corridors, downtown, and transit nodes</i> <i>• Transit, pedestrian, and bicycle circulation given high priority</i> <i>Teal Club Specific Plan:</i> <i>• Location. Teal Club Road, Patterson Road, Doris Avenue, and Ventura Road.</i> <i>• Land Use. Transit oriented residential with supporting mixed use, schools, parks, and neighborhood commercial services.</i> <i>• Overview. The intent of this urban village is to encourage neotraditional town planning compatible with surrounding uses and the Oxnard Airport with a focus on sustainability by using green building and planning principles, provision of adequate public semi-public uses, transit-oriented development, and an identity creating entry component facing Ventura Road. A central balanced community with jobs, school, recreation, shopping, and affordable and market-rate housing.</i>	Level I - Consistent. The proposed TCSP would be consistent with the 2030 General Plan's Urban Village policy, as it is one of the areas specifically defined as an Urban Village. The TCSP would provide a mix of land uses including but not limited to commercial, retail, business research, residential, public/semipublic uses, and open space. The TCSP envisions development of up to 990 residential dwelling units in a variety of densities and product types including both market-rate and affordable housing (15% affordable). In addition to single-family residential units, the TCSP includes single-family courtyard homes, single-family townhomes and multi-family condominiums and apartments (Section 2.0, Project Description). The TCSP would be located within 2.5 miles of Highway 101, a major transportation route and would provide access to other public transportation options, including Gold Coast Transit buses. The Urban Village would be oriented around a public plaza, and would be within walking distance of residential units and readily accessible to bus pull-out locations on southbound and northbound lanes of Ventura Road which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options. Leasing preferences and incentives may be required so that the Urban Village provides a mix of uses that reduce vehicle trips by residents (Section 2.0, Project Description).



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>CD-7.5 Pedestrian and Transit Scale. Design urban village areas to be pedestrian-oriented and transit accessible, incorporating block patterns, walking routes and edges, social orientation of buildings, and streetscapes to provide ease of walking and safety.</i>	<u>Level I - Consistent.</u> The urban village would be oriented around a public plaza, and would be within walking distance of residential units and readily accessible to bus pull-out locations on southbound and northbound lanes of Ventura Road, which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options. One of the project objectives is to create an integrated vehicular, pedestrian and bicycle circulation system that connects residential, industrial, commercial and institutional uses within the project area. The proposed project would involve pedestrian, bicycle, and transit improvements as discussed in Section 2.0, Project Description, and shown in Figure 2-4.
<i>CD-7.6 Connectivity. Provide connectivity to other activity nodes in the form of roadways, transit connections, and bicycle and pedestrian linkages that encourages non-vehicular travel modes. Urban villages should be considered major transit transfer points and have amenities oriented towards transit users.</i>	
<i>CD-7.7 Urban Village Streetscapes and Identification. Include streetscape and signage programs in roadway improvements that provide each area a unique identification and enhance the functionality and beauty of entry corridors. Ensure that planned roadway improvements do not conflict with other policies that encourage pedestrian activities and circulation.</i>	<u>Level II - Consistent.</u> Development under the TCSP, when proposed, would be required to adhere to streetscape and identification programs as defined by the 2030 General Plan.
<i>CD-7.8 Road Design. Reflect the residential and commercial activities of the urban village area by using appropriate roadway widths for road and streetscape design.</i>	<u>Level II - Consistent.</u> Development under the Specific Plan, when proposed, would be required to adhere to road and streetscape design as defined by the 2030 General Plan.
<i>CD-7.9 Infrastructure Compatibility. Ensure new development within each urban village complies with the City's adopted infrastructure master plans and provides fair share contributions towards existing and future improvements necessary to serve the development.</i>	<u>Level II - Consistent.</u> As described in Section 4.14, Utilities and Service Systems, developers of the proposed project would pay fees for the necessary wastewater infrastructure, project developers would design on-site water systems to serve the development, and the proposed project would not significantly impact water or solid waste infrastructure.

Table 9-1
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<i>General Plan Policy</i>	<i>Discussion</i>
<i>CD-7.11 Urban Village Open Space Areas/Parks. Park sizes and locations shall follow City standards and be within walking distance of a majority of the population.</i>	<u>Level II - Consistent.</u> The TCSP would include 17.8 acres of parks and open space, most of which would be located east of Patterson Road. The 7.4-acre park adjacent to Patterson Road would be within walking distance of all TCSP residents, as well as existing residential neighborhoods north and east of the project area.
<i>CD-7.12 Urban Village Collocation with Schools. Promote the collocation of parks with school facilities for the purpose of enhancing available open space and recreation.</i>	<u>Level II - Consistent.</u> The proposed TCSP does not involve collocation of schools and parks; however, the 7.4-acre City Community Park proposed to be located alongside Patterson Road would be near the proposed OSD school site adjacent to the TCSP area.
<i>CD-7.13 Urban Village Trail and Open Space Connections. Include trails (pedestrian and bicycle) and open space areas, where feasible within urban village areas. These facilities shall create a network that links urban villages and other neighborhoods to each other.</i>	<u>Level II - Consistent.</u> The TCSP would include open space areas, including greenbelts along Beverly Drive and Street C. The area adjacent to Patterson Road, nearest to the agricultural uses, would be developed as a 7.4 acre park area, which would be accessible to other neighborhoods.
<i>CD 8.1. Limiting Development. Continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.</i>	<u>Level II - Consistent.</u> See Section 4.14, Utilities and Service Systems. The proposed project is at the edge of the existing service area. It would involve development in an area that, with the mitigation proposed, can be served by existing or planned service systems. Since service does not exist currently, the project is potentially consistent.
<i>CD 8.2. Services. Continue to ensure that public services and facilities are in place at the time of need or prior to the time new development occurs in order to avoid overloading existing urban service systems.</i>	



Table 9-1
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General Plan Policy	
<i>CD 8.5. Impact Mitigation. Ensure that new development avoids or mitigates impacts on air quality, traffic congestion, noise, and environmental resources to the maximum extent feasible.</i>	<u>Level I - Consistent.</u> See Section 4.3, Air Quality for mitigation measures including energy efficiency design elements and construction requirements that would reduce impacts to air quality to a less than significant level. See Section 4.10, Noise, which includes mitigation measures and concludes that impacts related to noise would be less than significant. See Section 4.13, Transportation and Traffic for mitigation measures related to intersections that would ensure that impacts related to traffic would be less than significant. Other mitigation measures and impacts to environmental resources are discussed throughout this EIR and impacts would be reduced to the extent feasible.
<i>CD 8.7. Community Balance. Create an appropriate balance between urban development and preservation of agricultural uses by promoting development within the CURB while designating land outside the CURB as Resource Protection, Open Space or Agricultural land use, unless otherwise allowed through a CURB amendment and/or exemptions from the SOAR ordinance.</i>	<u>Level II - Consistent.</u> When voters approved the city's Save Open Space and Agricultural Resources ("SOAR") initiative in 1998, the Teal Club site was specifically located inside the urban growth boundary ("CURB") (Specific Plan, July 2013).
<i>CD 8.8. Public Facility Service Areas. Provide appropriate service areas for existing and planned public facilities such as a museum, secondary and elementary schools, fire stations, branch libraries, community centers, parks, and infrastructure utility for support facilities.</i>	<u>Level I - Consistent.</u> Within the residential and commercial Planning Areas are a 6.5-acre community park, a 3.5-acre community park, and a 0.4-acre greenbelt combine for a total of 10.4 park acres. A 7.4-acre City Community Park would also be included in the TCSP to the east of Patterson Road. Public access to the Community Park would be available to all Oxnard residents via Patterson Road. In addition, the property at 1618 Doris Avenue in the TCSP area, which is also within 1/4-mile of the proposed Oxnard School District school site

Table 9-1
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<i>General Plan Policy</i>	<i>Discussion</i>
<i>CD 8.9. Jobs/Housing Balance & Sustainable Communities Strategy (SB 375). Incorporate inter- and intra-city jobs/housing balance in the development of the regional and subregional Sustainable Communities Strategy (SB 375), Urban Village strategy and strategic plans, with the main intent to reduce single-occupancy work-related vehicular trips.</i>	<u>Level I - Consistent.</u> The TCSP would create 2,651 employment opportunities and 988 residential units within a transit-oriented development community. This would potentially reduce single-occupancy work-related vehicular trips by locating employment centers near residences.
<i>CD 8.10. Timing of Large-Scale Development. Consider at an early stage the infrastructure investment needs of largescale developments in order to evaluate these needs as part of long-range water supply, conveyance, wastewater, and other relevant planning.</i>	<u>Level II - Consistent.</u> As described in Section 4.14, Utilities and Service Systems, existing water supply and solid waste conveyance systems would be able to serve the proposed project. Wastewater conveyance systems and an on-site Advanced Water Purification water system would be developed prior to occupancy.
<i>CD 9.4. View Corridor. Preservation. Ensure all public and private investments positively contribute to the overall character of the City by minimizing impacts on important view corridors by creating edge treatments along greenbelt areas and a landscaped buffer corridor of at least 30 feet along designated scenic corridors and other major transportation corridors.</i>	<u>Level II - Consistent.</u> Given the limited extent to which the proposed project would affect scenic vistas (see Section 4.1, Aesthetics), the project would not have a significant adverse impact on scenic vistas.
<i>CD 9.5. Unique Character Preservation. Ensure that new public and private investment maintains the unique coastal and agricultural character of the City.</i>	<u>Level II - Consistent.</u> As discussed in Section 4.2, Agricultural Resources, there was a significant and unmitigable impact associated with the conversion of agricultural land in the 2030 General Plan.
<i>CD 10.1. Human-Scale Development. In the evaluation of development proposals, require urban development on a human scale, by emphasizing the pedestrian experience over the movement and storage of vehicles.</i>	<u>Level II - Consistent.</u> The TCSP would provide for the pedestrian experience. Medium and Medium-High Density residential areas would orient to internal pathways and common areas with connection to the public walking network and to the urban village component.



Table 9-1
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General Plan Policy	Discussion
<i>CD 10.2. Neighborhood Themes. In the evaluation of development proposals, require neighborhood themes and principles of design, such as neotraditional town planning, which include central parks, schools, and community and commercial facilities, strong pedestrian orientation and de-emphasis of automobile related elements in new development projects.</i>	<u>Level II - Consistent.</u> The TCSP would emphasize the neighborhood themes. Medium and Medium-High Density areas would orient to internal pathways and common areas with connection to the public walking network and to the urban village. Small parks or “greenbelts” would be located along major roadways within the TCSP area, including on Beverly Drive and Street C. The TCSP also includes a Community park.
<i>CD 11.3. Protect and Enhance Cultural Resources. Ensure that new public and private investment protects and enhances Oxnard’s existing cultural resources, traditional neighborhoods, and historic districts, to the extent feasible.</i>	<u>Level II - Consistent.</u> See Section 6.o, Effects Found Not to be Significant. There are no officially designated historic resources or known cultural resources on or adjacent to the project area.

INFRASTRUCTURE AND COMMUNITY SERVICES

<i>ICS 1.2. Development Impacts to Existing Infrastructure. Review development proposals for their impacts on infrastructure (e.g., sewer, water, fire stations, libraries, streets) and require appropriate mitigation measures to ensure that proposed developments do not create substantial adverse impacts on existing infrastructure and that the necessary infrastructure will be in place to support the development.</i>	<u>Level II - Consistent.</u> The proposed project includes payment of wastewater infrastructure fees to ensure that infrastructure would be in place to support development. The project also includes development of on-site water systems. The project area is on the edge of the existing service area for utilities and water and sewer lines are located near the project area. The applicant would also be required to fund development of an additional fire station, fire engine, and staff to provide fire/emergency services to the project area (Mitigation Measure PS-1). See Section 4.12, Public Services and Section 4.14, Utilities and Service Systems for a discussion of existing and proposed infrastructure.
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Table 9-1
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<i>General Plan Policy</i>	<i>Discussion</i>
<i>CIRCULATION</i>	
<i>ICS 2.5. Mitigate Impacts on County Roads. Require new development to contribute to the enhancement of Ventura County-maintained roads based on an updated City/ County Memorandum of Understanding.</i>	<u>Level II - Consistent.</u> Intersection improvements and payment of standard traffic impact fees would be required as described in detail in Section 4.13, Transportation and Traffic.
<i>ICS 3.3. New Development Level of Service C. Determine as part of the development review and approval process that intersections associated with new development operate at a level of service of "C" or better. The City Council may allow an exception to level of service "D" in order to avoid impacting private homes and/or businesses, avoid adverse environmental impacts, or preserve or enhance aesthetic integrity.</i>	<u>Level II - Consistent.</u> The proposed project would include improvements to ensure that the project does not result in a level of service lower than "C." See Section 4.13, Transportation and Traffic and mitigation measures T-1(a-h) and T-2(a-h) for specific details regarding the affected roadways and intersections.
<i>ICS 6.1. Transit Facilities for New Developments. Include transit facilities such as bus benches, shelters, pads or turnouts, where appropriate, in new development improvement plans.</i>	<u>Level I - Consistent.</u> Enhanced bus facilities on Ventura Road are included in the proposed plan. This would include multiple bus pull-out locations and bus shelters on southbound and northbound lanes of Ventura Road, which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options.
<i>ICS 7.3. Travel Patterns. Promote compact, mixed use development patterns that compliment and encourage TDM programs, pedestrian and bicycle travel, and transit use.</i>	<u>Level II - Consistent.</u> A business/research park on the south side of the TCSP area would provide jobs within walking distance of area residents and the urban village would be oriented around a public plaza, and be within walking distance of residential units, as well as readily accessible to a new bus stop on Ventura Road. Fees would be paid to a TDM program, as described in Section 4.3, Air Quality Mitigation Measure AQ-2(a). The proposed density would be relatively compact for airport-adjacent areas.



Table 9-1
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<i>General Plan Policy</i>	<i>Discussion</i>
<i>ICS 8.4. New Development Requires Bicycle Improvements. Where designated, require proposed developments to include bicycle paths and / or lanes in their plan and to clearly indicate possible bicycling hazards such as speed bumps and storm drain inlet grates in parking lots.</i>	<u>Level I - Consistent</u> . When submitted to the City, bike path design and alignment would be reviewed for appropriate safety elements. (See Figure 2-4 in Section 2.0, Project Description, for proposed pedestrian, bicycle, and transit improvements).
<i>ICS 10.2. Oxnard Airport Compatible Land Use. Continue to ensure that the land use and zoning adjacent to Oxnard Airport is compatible in order to minimize potential noise and safety problems.</i>	<u>Level II - Consistent</u> . Only a small portion along the southern boundary in the western half of the TCSP area would be within the 60 dBA CNEL contour. This portion is proposed for a retention basin and business park uses, which would be compatible with potential noise from the Oxnard Airport. The light manufacturing uses that could be located on the nine parcels south of the TCSP area would be compatible with the noise levels associated with the Oxnard Airport (see Section 4.10, Noise). The proposed TCSP area and additional Annexation area are both within the Oxnard Airport's traffic pattern zone (TPZ) and are subject to height restrictions. Development of the Specific Plan would place residential and commercial uses within 2,000 feet of the Oxnard Airport runway, potentially exposing people residing and working in the area to safety hazards. However, the probability of an accident occurring in the Plan Area is low. Further, the presence of nearby emergency landing areas would reduce accident hazards. Safety would be further ensured through mitigation measures HAZ-5(a-c). See Section 4.7, Hazards and Hazardous Materials for further discussion.

Table 9-1
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<i>General Plan Policy</i>	<i>Discussion</i>
<i>ICS 11.6. Water Conservation and/or Recycling Connection as Mitigation. Require the use of water conservation offset measures (efficient low flow fixtures and irrigation systems, drought tolerant landscaping, leak detection programs, water audits, and public awareness and education programs) and/or proportional contributions to Advanced Water Purification water production and/or conveyance infrastructure related to the GREAT Program as mitigation for water supply shortage as determined by a Water Supply Assessment, CEQA documentation, or similar analysis as part of new or master plan development review.</i>	<u>Level II - Consistent.</u> TCSP buildout is proposed to be “water neutral” so that future water demand would not exceed the proposed transfer of water rights. To provide adequate potable water for the TCSP project, the existing agricultural water rights within the TCSP area would be transferred for municipal and industrial uses to the City of Oxnard. All TCSP development water needs for which Advanced Water Purification water use is appropriate would be connected to the City’s Ventura Road Advanced Water Purification water distribution pipeline. Advanced Water Purification water would be used, at a minimum, for all landscape irrigation and other water conservation measures would be required by mitigation measures UTIL-3(c) and UTIL-3(d). See Section 4.14, Utilities and Service Systems for further discussion of water conveyance.
<i>ICS 11.7. Water Wise Landscapes. Promote water conservation in landscaping for public facilities and streetscapes, residential, commercial and industrial facilities and require new developments to incorporate water conserving fixtures (low water usage) and water-efficient plants into new and replacement landscaping.</i>	<u>Level II - Consistent.</u> Advanced Water Purification water would be used, at a minimum, for all landscape irrigation, provided that the Utilities Department extends the Advanced Water Purification water facilities an extension of services to the project area is approved. Development within the TCSP area and the nine Annexed parcels would be required to adhere to Oxnard City Code (OCC) Chapter 22 Water, Section 22-243 Compliance Requirements, which requires that the landscape area of projects proposing commercial or industrial uses shall be designed without the use of turf and with 100% water wise plants. The landscape area of single-family residential, and multi-family residential projects shall be designed with no more than 40% of the landscaped area in turf or plants that are not water wise plants. Mitigation Measure AQ-2(d) requires implementation of passive energy conservation design techniques such as water conserving fixtures; other water conservation measures would be required by mitigation measure UTIL-3(c) for exterior water conservation.
<i>ICS 11.12. Water for Irrigation. Require the use of non-potable water supplies for irrigation of landscape and agriculture, whenever available.</i>	<u>Level II - Consistent.</u> Advanced Water Purification water would be used, at a minimum, for all landscape irrigation, provided that the Utilities Department extends the Advanced Water Purification water facilities to the project area, as determined in the Teal Club FEIR.



Table 9-1
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<i>General Plan Policy</i>	<i>Discussion</i>
<i>ICS 13.2. Adequate Storm Drains and NPDES Discharge Treatment. Provide storm drainage facilities with sufficient capacity to protect the public and property from the appropriate storm event and strive to meet storm water quality discharge targets set by NPDES and related regulations.</i>	<u>Level II - Consistent.</u> The site would generally drain into new storm drains within Teal Club Road and Patterson Road, with additional storm water management provided by the proposed retention and on-site infiltration areas shown on the Land Use Plan (Figure 2-3) as “storm water treatment” areas. The precise configuration of the drainage system would be determined with the review and approval of each phase of the Specific Plan. All facilities within the TCSP area would be funded, permitted, and maintained by a Master Property Association, Community Facilities District, or other private entity as approved by the City. Implementation of the TSCP and buildout of the nine additional parcels would be required to comply with local, state and federal water quality and discharge requirements.
<i>ICS 13.3. Storm water Detention Basins. Design storm water detention basins to ensure public safety, to be either visually attractive or unobtrusive, provide temporary or permanent wildlife habitats, and recreational uses where feasible in light of safety concerns.</i>	<u>Level II - Consistent.</u> The proposed project would include underground drainpipes and detention basins. The detention basins and infiltration areas would be located along the southern portion of the TCSP area, adjacent to Teal Club Road and the Business Research Park. The location would be visually unobtrusive.
<i>ICS 13.4. Low Impact Development. Incorporate low impact development (LID) alternatives for storm water quality control into development requirements. LID alternatives include: (1) conserving natural areas and reducing imperviousness, (2) runoff storage, (3) hydro-modification (to mimic pre-development runoff volume and flow rate), and (4) public education.</i>	

Table 9-1
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General Plan Policy	Discussion
ENVIRONMENTAL RESOURCES	
<i>ER 1.1. Protect Oxnard's Natural and Cultural Resources. Protect the City's natural resource areas, fish and wildlife habitat, scenic areas, open space areas, parks, and cultural and historic resources from unnecessary encroachment or harm and if encroachment or harm is necessary, fully mitigate the impacts to the maximum extent feasible.</i>	<u>Level II - Consistent.</u> No natural resource areas, habitat, historic resources, or other natural or cultural resources are located adjacent to the project area; therefore, no encroachment would occur. Nesting birds and/or monarch butterflies, as well as irrigation ditches that may be biological resources would be mitigated to the maximum extent feasible under mitigation measures as described in Section 4.4, Biological Resources.
<i>ER 1.2. Protect Surrounding Agriculture and Open Space. Protect open space and agricultural uses around Oxnard through continued adherence to the Guidelines for Orderly Development, Ventura County Greenbelt programs, the Save Open-Space and Agricultural Resources Ordinance, and other programs or policies that may subsequently be adopted such as the SB 375 Sustainable Communities Strategy.</i>	<u>Level II - Consistent.</u> Implementation of the TCSP and Annexation of the nine parcels would not encroach upon agricultural areas to the west of the site. Interim agriculture buffers, as described in Mitigation Measure AG-2, would protect agricultural land on the project area during and after development of Phase 1 and before development of Phase 2. See Section 4.2, Agricultural Resources for a more detailed discussion.
<i>ER 2.3. Promote Areas for Open Space. Reserve, preserve, and promote areas particularly suited for open space/ recreational uses. Appropriate public access to these resources shall be preserved, enhanced, restored, and properly controlled.</i>	<u>Level I - Consistent.</u> Within the residential and commercial PA's, a 6.5-acre community park, a 3.5-acre community park, and a 0.4 acre greenbelt combine for a total of 10.4 park acres. A 7.4-acre City Community Park would also be included in the TCSP to the east of Patterson Road. Public access to the Community Park would be available to all Oxnard residents via Patterson Road.
<i>ER 3.2. Review of Development Proposals. Review development proposals in accordance with applicable Federal, State, and local statutes protecting special-status species and jurisdictional wetlands and be open to requiring greater protection.</i>	<u>Level II - Consistent.</u> As discussed in Section 4.4, Biological Resources, there are no special-status species or known jurisdictional wetlands on the project area. Nesting birds and monarch butterflies would be protected through mitigation measures as described in Section 4.4, Biological Resources.
<i>ER 3.5. Reduce Construction Silt and Sediment. Require that construction-related silt and sediment be minimized or prohibited to minimize temporary impacts on biological resources.</i>	<u>Level II - Consistent.</u> As described in Section 4.8, Hydrology and Water Quality, compliance with NPDES Construction General Permit and the City of Oxnard ordinance requiring implementation of a Stormwater Pollution Control Plan would ensure that impacts on biological resources would be minimized.



Table 9-1
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General Plan Policy	Discussion
<i>ER 5.5. Abandoned Water Wells and Transfer of Water Rights. Require immediate capping of abandoned water wells at the time of abandonment and where appropriate and feasible, require and accept transference of water rights to the City.</i>	<u>Level II - Consistent.</u> One well currently exists on the project area. The existing agricultural water rights on the site would be transferred to the City as part of the proposed Annexation under applicable rules of the Fox Canyon Groundwater Management Agency.
<i>ER 5.7. Minimizing Paved Surfaces. Require minimization and/or permeability of paved surfaces in new developments and replacement paving, where feasible.</i>	<u>Level II - Consistent.</u> The TCSP includes greenbelts and parks throughout the TCSP area, as well as detention basins located along the southern boundary of the TCSP area. Impermeable surfaces, including buildings, surface parking lots, and streets do not exceed requirements. See Section 4.8, Hydrology and Water Quality for more details.
<i>ER 6.1. Incorporate Views in New Development. Preserve important public views and viewsheds by ensuring that the scale, bulk and setback of new development does not significantly impede or disrupt them and ensure that important vistas and view corridors are enhanced. Require development to provide physical breaks to allow views into these vistas and view corridors.</i>	<u>Level II - Consistent.</u> As discussed in Section 4.1, Aesthetics impacts to scenic views would be less than significant. Many of the views currently available from in and around the project area would continue to be accessible via internal streets and across the proposed parks and other open areas.
<i>ER 6.6. New Development Private Open Space. Ensure that new development incorporates open space areas that provide community and neighborhood identity, private quality exterior private open space for each housing unit, and minimize conflicting land uses and noise generators.</i>	<u>Level II - Consistent.</u> The TCSP would include 17.8 acres of parks and open space, including a 7.4-acre City Community Park. The Community Park would be located between the TCSP and existing agricultural uses west of Patterson Road, which would minimize land use conflicts between urban uses and agricultural uses, including those related to air quality and noise.
<i>ER 9.4. Human Scale Development. Ensure that all new development emphasizes a human, pedestrian scale and minimizes its effect on the area's sensitive visual resources.</i>	<u>Level II - Consistent.</u> The TCSP would be an "Urban Village," emphasizing mixed land uses (single- and multi-family residential, retail, commercial, a business research park, and public/semi-public uses), pedestrian orientation and scale, transit accessibility, and neighborhood identity. As described in Section 4.1, Aesthetics, development within the TCSP would be subject to the <u>Oxnard Design Review Process & Guidelines, which include guidelines related to compatibility with existing development and reducing effects on sensitive visual resources.</u>

Table 9-1
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General Plan Policy	Discussion
<i>ER 10.1. Promote use of Native and Water Wise Plants. Promote the development of a native, drought-tolerant landscape character throughout the City that re-enforces a unified and cohesive landscape character and discourage plants that are invasive or problematic in other ways as determined by the City's landscape architect.</i>	<u>Level II - Consistent.</u> All development within the TCSP area and the nine Annexed parcels would be required to adhere to OCC Chapter 22 Water, Section 22-243 Compliance Requirements, which requires that the landscape area of projects proposing commercial or industrial uses shall be designed without the use of turf and with 100% water wise plants. The landscape area of single-family residential, multi-family residential projects shall be designed with no more than 40% of the landscaped area in turf or plants that are not water wise plants.
<i>ER 11.1. Archaeological Resource Surveys. Continue to require a qualified archaeologist to perform a cultural resources study prior to project approval. Inspection for surface evidence of archaeological deposits, and archaeological monitoring during grading should be required in areas where significant cultural resources have been identified or are expected to occur.</i>	<u>Level II - Consistent.</u> Ground disturbance that has occurred on the project area during past development and agricultural activities, as well as the lack of natural surface water features, reduces the likelihood that intact prehistoric cultural resources are present. However, mitigation measures CR-1(a) through CR-1(c) would minimize impacts to cultural resources by requiring monitoring during grading (all earth disturbing work within the vicinity of the find would be temporarily suspended or redirected until an archaeologist has evaluated) and procedures for discovery of unearthened cultural resources.
<i>ER 11.6. Identification of Archaeological Resources. In the event that archaeological/paleontological resources are discovered during site excavation, continue to require that grading and construction work on the project site is suspended until the significance of the features can be determined by a qualified archaeologist/paleontologist.</i>	
<i>ER 12.5. Soil Conservation and Transfer. Encourage the conservation of agricultural soils by requiring, if feasible and warranted by expert opinion, the transfer of topsoil from agricultural land being developed for urban uses.</i>	<u>Level II - Consistent.</u> As described in Section 4.2, Agricultural Resources, the conversion of agricultural land and its soils to non-agricultural uses would be a significant and unmitigable impact. Transfer of soils would result in potentially significant air quality and noise impacts related to excavation and hauling; in addition, no especially suited or needed receiver site has been identified. Buildout of the TCSP would be primarily at-grade and would not require substantial hauling of soil for disposal.



Table 9-1
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General Plan Policy	Discussion
<i>ER 12.11. Urban / Agricultural Buffer Zones. Ensure adequate buffers between residential and agricultural uses, such as open space, recreational facilities, utility easements, windrows, and parking areas. Adequate fencing should be provided around agricultural areas to prevent vandalism.</i>	<u>Level II - Consistent.</u> As described in Section 2.0, Project Description, the TCSP would include buffer zones. A 7.4-acre public park would be located east of Patterson Road between the TCSP and agricultural uses. Interim buffers, as required by Mitigation Measure AG-2, would reduce conflicts between proposed residential uses and existing agricultural uses within the TCSP area.
<i>ER 14.1. Incorporate Ventura County AQMP Mitigations. Incorporate construction and operation mitigation measures recommended or required by the current Ventura County Air Quality Management Plan (AQMP) when preparing CEQA reviews, as appropriate.</i>	Level II - Consistent. As described in Section 4.3, Air Quality, mitigation measures consistent with this policy would be required for development within the TCSP and nine parcels proposed for Annexation.
<i>ER 14.2. Transportation Demand Management (TDM). Employ best traffic management practices such as bus turnouts and traffic signal synchronization in order to reduce traffic-related air emissions impacts; require commercial developers to improve public transit service between residential and employment uses or shopping centers, bike lanes and protected bicycle parking areas, and other project features that would reduce the need for automobile trips related to the development; and require Transportation Management Associations (TMA) for projects that may have adverse air quality impacts related to mobile sources and contributions to off-site TDM funds to reduce residual impacts that cannot be mitigated on a project-specific basis.</i>	<u>Level II - Consistent.</u> The transit oriented development of the Urban Village would reduce air quality impacts by creating a community that would be accessed by pedestrians and would be in close proximity to alternative modes of transportation, such as buses. Enhanced bus facilities on Ventura Road are included in the proposed plan. This would include multiple bus pull-out locations and bus shelters on southbound and northbound lanes of Ventura Road, which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options. See Section 4.3, Air Quality for Mitigation Measure AQ-2(a) which requires payment of fees to a TDM, as well as Section 4.13, Transportation and Traffic, which includes mitigation measures to improve intersection and roadway operations, reducing traffic and, therefore, emissions, at intersections.
<i>ER 14.3. Reducing Carbon Monoxide Exposure at Congested Intersections. Require mitigation measures that consider prohibiting the construction of residences or buildings lacking ventilation systems at congested intersections with the potential for excessive Carbon Monoxide “hot spot” exposure to sensitive receptors.</i>	<u>Level II - Consistent.</u> See Section 4.3, Air Quality for discussion of Carbon Monoxide “hot spot” risks. It was determined that future traffic combined with project traffic would not cause an exceedance of either the state or federal CO standards in 2020 or 2025 and project-related CO impacts would be less than significant.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>ER 14.4. Emission Control Devices. Require all construction equipment to be maintained and tuned to meet appropriate EPA, CARB, and VCAPCD emissions requirements and when new emission control devices or operational modifications are found to be effective, such devices or operational modifications are required on construction equipment.</i>	<u>Level II - Consistent.</u> See Section 4.3, Air Quality for requirements related to construction equipment, which ensure consistency with this policy.
<i>ER 14.5. Reducing Construction Impacts during Smog Season. Require that the construction period be lengthened to minimize the number of vehicles and equipment operating at the same time during smog season (May through October).</i>	<u>Level II - Consistent.</u> See Section 4.3, Air Quality, which includes the requirement that the construction period be lengthened in Mitigation Measure AQ-1(b).
<i>ER 14.6. Minimizing Dust and Air Emissions through Permitting Requirements. Continue to require mitigation measures as a condition of obtaining building or use permits to minimize dust and air emissions impacts from construction.</i>	<u>Level II - Consistent.</u> Mitigation measures consistent with this policy are included in the EIR in Section 4.3, Air Quality, mitigation measures AQ-1(a and b), which require dust control measures and construction equipment controls in accordance with VCAPCD requirements.
<i>ER 14.7. Mitigation Monitoring. Ensure that projects with identified air quality impacts in their respective EIRs are subject to effective mitigation monitoring as required by AB 3180.</i>	<u>Level II - Consistent.</u> The Mitigation Monitoring Program includes specific details on how each mitigation measure is monitored, including those related to air emissions in compliance with CEQA Guidelines 7.15097.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>ER 14.12. Use VCAPCD Air Quality Assessment Guidelines. Use the VCAPCD Air Quality Assessment Guidelines and recommended analytical tools for determining and mitigating project air quality impacts and related thresholds of significance for use in environmental documents. The City shall continue to cooperate with the VCAPCD in the review of development proposals.</i>	<u>Level II - Consistent.</u> See Section 4.3, Air Quality for discussion of the TCSP's consistency with the VCAPCD Air Quality Assessment Guidelines. This EIR determined that operational emissions related to air quality would be significant and unmitigable based on these guidelines. All project developers would be required to use the guidelines for specific project development within the TCSP and nine parcels proposed for annexation.

SAFETY & HAZARDS

<i>SH 1.1. Minimize Liquefaction Risk. Ensure that structures for human occupancy are only constructed or placed on a potential liquefaction site if the approved geological report shows that an acceptable hazard risk would be created and/or required mitigation measures are met.</i>	<u>Level II - Consistent.</u> Mitigation consistent with this policy is included in Section 4.5, Geology and Soils. Impact GEO-2 discusses liquefaction and Mitigation Measure GEO-2 would ensure that liquefaction risk would be minimized.
<i>SH 1.2. Minimize Subsidence Trends. Avoid increases in the level of groundwater extraction as a method for meeting new water demands if the extraction leads to subsidence, or unless a comprehensive reinjection program is approved and implemented to offset extractions.</i>	<u>Level II - Consistent.</u> Mitigation consistent with this policy is included in Section 4.5, Geology and Soils. Mitigation Measure GEO-2 would ensure that subsidence risk would be minimized. Furthermore, the proposed project would be water neutral and would not require increased groundwater extraction to meet new water demands.
<i>SH 1.8. Mitigating Seismic Hazards. Where necessary, utilize the expert mitigation measures such as those identified in Special publication 117: Guidelines for Analyzing and Mitigating Seismic Hazards in California (prepared by the Southern California Earthquake Center) to minimize risk associated with seismic activity.</i>	<u>Level II - Consistent.</u> As discussed in Section 4.5, Geology and Soils, mandatory compliance with applicable City of Oxnard and California Building Code requirements would mitigate seismic hazards to a less than significant level.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>SH 5.4. Older Neighborhood Noise Mitigation. Develop a noise research and mitigation program for any area where traffic generated noise is significant and exceeds or is likely to exceed acceptable thresholds.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.
<i>SH 5.6. Compatibility with Oxnard Airport. Work with the Oxnard Airport in revising flight paths to minimize flyovers of residential areas, especially "touch and go" pattern flying at low altitude and at relatively high frequency.</i>	<u>Level II - Consistent.</u> Prior to making a decision on the proposed project, the City of Oxnard must refer the proposed project to the ALUC for review and comment. The ALUC would then review the project for consistency with the Airport Comprehensive Land Use Plan, including the policies and standards discussed above. The City must consider the comments of the ALUC prior to making a decision on adoption of the Specific Plan. Mitigation measures HAZ-5(a-c) would also ensure consistency with airport safety through requirements such as limiting the density of new land uses.
<i>SH 6.1. Construction Noise Control. Provide best practices guidelines to developers for reducing potential noise impacts on surrounding land uses.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant for surrounding land uses.
<i>SH 6.2. Limiting Construction Activities. Continue to limit construction activities to the hours of 7 am to 7 pm, Monday through Saturday. No construction shall occur after hours, on Sundays, or national holidays without permission from the City.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, construction hours would be limited to 7am to 6pm Monday through Saturday.
<i>SH 6.3. Buffering of Sensitive Receptors. Require noise buffering and/or other construction treatments in development located near major streets, highways, the airport, rail road tracks, or other significant noise sources as recommended by a noise analysis.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>SH 6.4. New Development Noise Compatibility. Require that proposed development projects not generate more noise than that classified as "satisfactory" based on CEQA Thresholds of significance on nearby property.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant and the proposed project would not generate noise that exceeds significant thresholds on any nearby properties.
<i>SH 6.5. Land Use Compatibility with Noise. Encourage non-noise sensitive land uses to locate in areas that are permanently committed to noise producing land uses, such as transportation corridors and industrial zones.</i>	<u>Level II - Consistent.</u> The additional nine parcels proposed for Annexation south of Teal Club Road are designated for Airport Compatible land uses, as shown on the Oxnard 2030 General Plan land use map and would be developed with light industrial uses, which are compatible with the noise levels generated by the Oxnard Airport. As discussed in Impact LU-3, industrial development would not impact nearby residences.
<i>SH 6.7. Peak Noise Evaluation Along Truck Routes. Evaluate peak event noise impacts for existing and proposed development along existing or proposed designated truck routes and require feasible and appropriate mitigations for project subject to discretionary review and approval.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. No truck routes are located adjacent to the project area. However, Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.
<i>SH 6.9. Minimize Noise Exposure to Sensitive Receptors. Prohibit the development of new commercial, industrial, or other noise generating land uses adjacent to existing residential uses, and other sensitive noise receptors such as schools, child and daycare facilities, health care facilities, libraries, and churches if noise levels are expected to exceed 70 dBA.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis. No residential uses or other sensitive noise receptors such as schools, child and daycare facilities, health care facilities, libraries, or churches would be exposed to noise levels exceeding 70 dBA as a result of the proposed project.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>SH 6.12. Development Near Railroads and Oxnard Airport. Require that new habitable structures be setback at least 85 feet from the nearest railroad track measured from the edge of the outermost railroad track, and only compatible new development is located within the Oxnard Airport 65 dBA CNEL contour.</i>	<u>Level II - Consistent.</u> Prior to making a final decision on the TCSP project, the City of Oxnard will refer it to the ALUC for a consistency review with the Airport Land Use Plan. Only a small portion of the TCSP area is within the 65 dBA CNEL contour and it would not contain residences or other incompatible land uses. The nine parcels proposed for Annexation consist of land that is within the 65 dBA CNEL contour; however, this land would be zoned for light industrial uses, which are compatible. Mitigation measures HAZ-5(a-c) would also ensure consistency with airport safety and noise regulations.
<i>SH 6.13. Noise Acceptable for Open Windows and Patios. Continue to require noise analysis of proposed development projects as part of the environmental review process and the require mitigation measures to reduce noise impacts to acceptable levels within outside activity areas and within residential structures without relying on mechanical ventilation, if feasible.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.
<i>SH-7.12 Hazardous Materials Studies. Ensure that the proponents of new development projects address hazardous materials concerns through the preparation of phase 1 or phase 2 hazardous materials studies for each identified site as part of the design phase for each project. Recommendations required to satisfy federal or State cleanup standards outlined in the studies will be implemented as part of the construction phase for each project.</i>	<u>Level II - Consistent.</u> Mitigation Measure HAZ-3 requires adherence to recommendations made in the Phase 1 for the TCSP and nine parcels proposed for Annexation. This would require removal and recompaction of soil, as well as continued monitoring and appropriate remediation of potentially contaminated soil.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>SH 9.1. Airport Land Use Compatibility Plans. Require development around the Oxnard and Camarillo Airports to be consistent with the safety policies and land use compatibility guidelines contained within the Ventura County Airport Land Use plan.</i>	<u>Level II - Consistent.</u> The additional nine parcels proposed for Annexation south of Teal Club Road are designated for Airport Compatible land uses, as shown on the Oxnard 2030 General Plan land use map. Upon Annexation, the additional nine parcels proposed for annexation south of Teal Club Road would be rezoned Light Manufacturing (M-1) by the City of Oxnard and would be compatible. Mitigation measures HAZ-5(a-c) would also ensure consistency with airport safety and noise regulations for the entire project area.
<i>SH 9.2. Compliance with FAA Regulations. Ensure development within the airport approach and departure zones are in compliance with applicable Federal Aviation Administration regulations that address objects affecting navigable airspace.</i>	<u>Level II - Consistent.</u> The additional nine parcels proposed for Annexation south of Teal Club Road are designated for Airport Compatible land uses, as shown on the Oxnard 2030 General Plan land use map. Upon Annexation, the additional nine parcels proposed for annexation south of Teal Club Road would be rezoned Light Manufacturing (M-1) by the City of Oxnard. Development on the parcels would be reviewed to ensure compliance with the FAA regulations at the time such development is proposed. Mitigation measures HAZ-5(a-c) would also ensure consistency with airport safety and noise regulations for the entire project area through requirements including notification of the FAA.

HOUSING

<i>Housing Element Policy-2.2 Balanced Opportunities. Provide opportunities to the private and public sector for the production of housing that meets the needs of special needs-, extremely low-, very low-, low-, moderate, and above moderate-income housing to achieve a balanced community.</i>	<u>Level II - Consistent.</u> The TCSP envisions development of up to 990 residential dwelling units in a variety of densities and product types including both market-rate and affordable housing (15% affordable). In addition to single-family residential units, the TCSP includes single-family courtyard homes, single-family townhomes and multi-family condominiums and apartments (Section 2.0, Project Description).
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APPENDIX 1

LANDSCAPE PALETTE

The objective of the landscaping palette is to provide a clear definition and identity to the Teal club Specific Plan area. The primary perimeter streets and the internal collector streets are intended to have landscape palettes that encourage pedestrian and cyclist activity in a safe, visible and aesthetically pleasing environment. The landscape within the individual neighborhoods of the Specific Plan shall be designed with the goal of creating individual identity and visual quality consistent with the quality of architecture and building materials within the neighborhood.

The attached list of plant materials is included as an Appendix in order to provide flexibility in modification by the City of Oxnard departments responsible for selection of plant materials. As best practices and governmental policies related to landscape planting and maintenance are periodically revised, the Appendix Plant Palette may also be revised as approved by the Director of Community Development.

The list of plant materials specified herein is intended to serve as a guide during preparation of formal landscaping plans. While exact plant species is not required, the use of plant species not listed in the appendix must be proven to have comparable drought tolerances and aesthetic quality, and must not be invasive. Locations and acceptable sizes are listed for significant locations. Where a location is not listed, similar planting palettes shall be required.

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Teal Club Specific Plan

Street Trees		
Ventura Road 36" box size Median 24" box size (minimum)	Cinnamomum camphora (new) Pinus canariensis	Camphor Canary Island Pine
Patterson Road 36" box size <i>Median</i> 24" box size (minimum)	Platanus x 'Bloodgood' (match existing) Pinus canariensis Tipuanua tipu	London Plane Canary Island Pine Tipu Tree
Doris Avenue 36" box size <i>Median</i> 24" box size (minimum)	Cupaniopsis anacardioides (match existing) Pinus canariensis Magnolia g. 'St. Mary'	Carrot Wood Canary Island Pine Southern Magnolia
Teal Club Road 36" box size no median in Teal Club Road	Cinnamomum camphora (new)	Camphor

Street Trees (cont.)		
Beverly Drive 36" box size	Cinnamomum camphora	Camphor
Entry at Ventura Road	Metrocideros excelsa	New Zealand Christmas Tree
	Washingtonia robusta	Mexican Fan Palm-matching heights
Coronado Place 36" box size	Koelreuteria paniculata	Goldenrain Tree
Round-About 24" box size (minimum)	Olea europaea 'Swan Hill'	Fruitless Olive
	Metrocideros excelsa	New Zealand Christmas Tree
	Washingtonia robusta	Mexican Fan Palm-matching heights
Retail and Commercial Mixed-Use		
Primary Trees <i>Dominant trees - minimum 70% of total trees 24" box minimum size</i>	Cinnamomum camphora Koelreuteria paniculata Pinus canariensis Pistacia chinensis Quercus wislizenii Ulmus parvifolia 'Drake'	Camphor Tree Goldenrain Tree Canary Island Pine Chinese Pistache Interior Live Oak Evergreen Elm
Secondary Trees <i>Background trees 24" box minimum size</i>	Cupaniopsis anacardioides Liquidamber s. 'Festival' Pinus eldarica Podocarpus gracilior Prunus caroliniana Pyrus calleryana	Carrot Wood American Sweet Gum Afghan Pine Fern Pine Carolina Laurel Cherry Evergreen Pear
Accent Trees <i>At visual focal areas 24" box minimum size</i>	Cercis occidentalis Lagerstroenia indica Olea europaea "Swan Hill" Pyrus calleryana	Western Redbud Crape Myrtle Fruitless Olive Flowering Pear

Teal Club Specific Plan

Single Family Residential		
Primary Trees <i>Dominant tree - minimum</i> <i>70% of total</i> <i>24" box minimum size</i>	Arbutus 'Marina' Celtis sinensis Cinnaomoum camphora Koelreuteria paniculata Pinus canariensis Pinus pinea Pistacia chinensis Platanus a. 'Bloodgood' Rhus lancea Ulmus parvifolia 'Drake'	Strawberry Tree Chinese Hackberry Camphor Tree Goldenrain Tree Canary Island Pine Italian Stone Pine Chinese Pistache London Plane Tree African Sumac Evergreen Elm
Secondary Trees <i>Background trees</i> <i>24" box minimum</i>	Fraxinus o. 'Raywood' Liquidamber s. 'Festival' Liriodendron tulipifera Magnolia grandiflora Pinus eldarica Pinus halepensis Prunus caroliniana Pyrus calleryana Sequoia s. 'Soquel'	Raywood Ash American Sweet Gum Tulip Tree Southern Magnolia Afghan Pine Aleppo Pine Carolina Laurel Cherry Flowering Pear Coast Redwood
Accent Trees <i>At visual focal areas</i> <i>24" box minimum</i>	Cercis occidentalis Lagerstroenia indica Olea europaea 'Swan Hill' Prunus c. 'Krauter Vesuvius' Pyrus calleryana	Western Redbud Crape Myrtle Fruitless Olive Purple-Leaf Plum Flowering Pear

Business Research Park		
Primary Trees <i>Dominant tree - minimum</i> <i>70% of total</i> <i>24" box minimum size</i>	Arbutus 'Marina' Cedrus deodara Cinnaomoum camphora Koelreuteria paniculata Pinus eldarica Pistacia chinensis Rhus lancea Ulmus parvifolia 'Drake'	Strawberry Tree Deodar Cedar Camphor Tree Goldenrain Tree Afghan Pine Chinese Pistache African Sumac Evergreen Elm
Secondary Street Trees <i>Background trees</i> <i>24" box minimum size</i>	Cupaniopsis anacardioides Fraxinus o. 'Raywood' Liquidamber s. 'Festival' Liriodendron tulipifera Pinus halepensis Podocarpus gracilior Prunus caroliniana Pyrus calleryana	Carrot Wood Raywood Ash American Sweet Gum Tulip Tree Aleppo Pine Fern Pine Carolina Laurel Cherry Flowering Pear
Accent Trees <i>At visual focal areas</i> <i>24" box minimum size</i>	Cercis occidentalis Lagerstroenia indica Olea europaea 'Swan Hill' Pyrus calleryana	Western Redbud Crape Myrtle Fruitless Olive Flowering Pear

Parks, Greenbelts and Open Space		
Trees 70% 24" box 30% 15 gallon	Arbutus 'Marina' Cedrus deodara Cercis occidentalis Cinnamomum camphora Koelreuteria paniculata Lagerstroenia indica Liquidamber s. 'Festival' Liriodendron tulipifera Pinus canariensis Pinus eldarica Pinus pinea Pistacia chinensis Platanus x a. 'Bloodgood' Platanus racemosa Prunus caroliniana Pyrus calleryana Rhus lancea Ulmus parvifolia 'Drake'	Strawberry Tree Deodar Cedar Western Redbud Camphor Tree Goldenrain Tree Crape Myrtle American Sweet Gum Tulip Tree Canary Island Pine Afghan Pine Italian Stone Pine Chinese Pistache London Plane Tree Western Sycamore Carolina Laurel Cherry Evergreen Pear African Sumac Evergreen Elm
Shrubs - All Developed Areas		
Large Shrubs 5' + tall 1 gallon minimum size	Abelia "Edward Goucher" Baccharis sp. Calyccanthus occidentalis Camellia japonica Ceanothus species Cotoneaster lacteus Dodonaea viscosa Escallonia fradesii Fiejoa sellowiana Ilex cornuta Juniperus chinensis	Glossy Abelia Coyote Bush Spice Bush Japanese Camellia California Lilac Cotoneaster Hopseed Bush Escallonia Pineapple Guava Chinese Holly Juniper

Shrubs - All Developed Areas (cont.)		
Large Shrubs 5' + tall 1 gallon minimum size	Ligustrum texanum Nerium oleander Photinia fraserii Pittosporum tobira Podocarpus macrophyllus Prunus laurocerasus Pyracantha 'Santa Cruz' Rhamnis californica Rhamnus ilicifolia Viburnum "Spring Bouquet" Xylosma congestum	Texas Privet Oleander Red-tip Photinia Mock Orange Yew Pine English Laurel Fire Thorn Coffeeberry Hollyleaf Redberry Viburnum Shiny Xylosma
Medium Shrubs 3' – 5' tall 1 gallon minimum size	Agave species Azalea species Berberis thunbergii Bougainvillea species Buxus japonica Callistemon 'Little John' Camellia sasanqua Ceanothus sp. Cistus sp. Dietes bicolor Grevillia noelii Nandina domestica Nerium oleander (dwarf var.) Pennisetum rubrum Raphiolepis indica sp. Rose sp. Salvia species	Agave Southern Azalea Japanese Barberry Bougainvillea Boxwood Dwarf Bottlebrush Sasanqua Camellia California Lilac Rock Rose Butterfly Iris Grevillea Heavenly bamboo Dwarf Oleander Red Fountain Grass India Hawthorn Rose Sage
Small Shrubs 1' – 3' tall 1 gallon minimum size	Agapanthus africanus Artemesia sp. Baccharis "Pigeon Point" Ceanothus sp. Cotoneaster dammeri Hemerocallis hybrid Heuchera sanguinea Juniperus horizontalis Lantana montevidensis Lavendula spp. Liriope gigantea	Lily of the Nile Artemesia Dwarf Coyote Bush Dwarf Ceanothus Bearberry Cotoneaster Evergreen Daylily Coral Bells Juniper Lantana Lavender Liriope

Shrubs (cont.)		
Small Shrubs <i>1' – 3' tall</i> <i>1 gallon minimum size</i>	Lupinus albifrons Mahonia aquifolium “Compacta” Nandina “Harbor Dwarf” Pittosporum t. “Wheeler’s Dwarf” Raphiolepis i. “Clara” Rosemarinus prostratus Salvia gregii Santolina rosmarinifolia Zauschneria canum	Bush Lupine Dwarf Oregon Grape Dwarf Heavenly Bamboo Dwarf Mock Orange India Hawthorn Dwarf Rosemary Salvia Santolina California Fuchsia
Groundcover and Perennials		
<i>1 gallon minimum size or flatted rooted cuttings</i>	Arctostaphylos sp. Baccharis “Twin Peaks” Coprosma “Verde Vista” Gazania sp. Hypericum calycinum Iris douglasiana Juniperus confeta Myoporum pacificum Trachelospermum jasminoides	Dwarf Mazanita Dwarf Coyote Brush Coprosma Gazania St. Johns Wort California Iris Shore Juniper Myoporum Star Jasmine
Vines		
<i>1 gallon minimum size</i>	Campsis radicans Clytostoma sp. Ficus pumila Lonicera japonica Parthenocissus quinquefolia Parthenocissus tricuspidata Rosa sp. Wisteria sinensis	Blood-Red Trumpet Vine Violet Trumpet Vine Creeping Fig Japanese Honeysuckle Virginia Creeper Boston Ivy Climbing Rose Wisteria
Turf		
<i>Seeded or sodded – no turf areas less than 8' wide</i>	Water conserving tall-type fescue mix	

Specialty Landscape Areas: Vegetated Drainage Areas:

Vegetated swales slowly convey runoff flow to downstream discharge points and will be planted with species adapted to seasonal inundation and extended periods of dry conditions. The following plant list does not include proposed trees and shrubs for the perched areas in the swales as illustrated in the sections.

Water Quality Basins <i>15 gal. min.</i>	Aesculus californica Heteromeles arbutifolia Juglans californica Populus fremontii Platanus racemosa Prunus ilicifolia Quercus agrifolia Quercus berberidifolia Quercus wislizenii	California Buckeye Toyon Black Walnut Fremont Cottonwood Western Sycamore Holly-leaved Cherry California Live Oak Interior Scrub Oak Interior Live Oak
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**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attention: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER’S USE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made in Ventura County, California as of _____, 2025, by and between the City of Oxnard, a municipal corporation of the State of California (the “**City**”) on the one hand, and F. Robert Borchard and Joann M. Borchard, Trustees of the Robert and Joan Borchard 2006 Revocable Family Trust u/d/t dated November 27, 2006, as to an undivided 9,458.5/300,000 interest; Joseph Eugene Borchard and Janice Loree Borchard, Trustees of the Borchard Family 2024 Revocable Trust dated February 23, 2024, as to an undivided 9,458.5/300,000 interest; Paul E. Borchard, a married man, as his sole and separate property as to an undivided 132,033/3,000,000 interest; Frances Joan Henson, as Trustee of the T & J Henson Family Trust under Declaration of Trust dated September 19, 2006 as to an undivided 132,033/3,000,000 interest; Gerald J. F. Anderson and Margaret M. Anderson, Trustees of The Anderson Family Trust Agreement, dated August 25, 1998, as to an undivided 132,033/3,000,000 interest; Windwen Lands, LLC, a California limited liability company, as to an undivided 50,000/300,000 interest; Ian Alexander Bierig, an unmarried man, as to an undivided 7,770.75/300,000 interest and Nicole Elizabeth Bierig Jordan, formerly known as Nicole E. Bierig, Trustee of the Nicole E. Bierig Trust dated June 8, 2016 as to an undivided 7,770.75/300,000 interest; F. Robert Borchard and Joann M. Borchard, Trustees of The Robert and Joann Borchard 2006 Revocable Family Trust dated November 27, 2006, as to an undivided 15,541.5/300,000 interest; Kevin P. Dempsey and Elizabeth A. Dempsey, as Trustees or Successor in Trust under Trust Agreement dated December 15, 1992, known as the "Dempsey 1992 Trust" as to an undivided 20,000/300,000 interest; Richard Devericks and Ellen Devericks, as Co-Trustees of the Devericks 1994 Revocable Family Trust under Declaration of Trust dated December 14, 1994, as to an undivided 20,000/300,000 interest; Edward D. Myers and Jeanne M. Myers, as Co-Trustees of the Edward and Jeanne Myers 1999 Family Trust under Declaration of Trust dated October 28, 1999 as to an undivided 20,000/300,000 interest; Ellen C. Devericks and Richard B. Devericks, Trustees of the Devericks 1994 Revocable Family Trust dated December 14, 1994, as to an undivided 5,000/300,000 interest; Jeanne M. Myers and Edward Myers, Trustees of the 1999 Meyers Family Trust dated October 28, 1999 as to an

undivided 5,000/300,000 interest; Elizabeth A. Dempsey and Kevin Dempsey, Trustees of the Dempsey 1992 Trust dated December 15, 1992 as to an undivided 5,000/300,000 interest; Jeffrey C. Douglas and Mary Patricia Douglas, Trustees of the J & P Douglas Family Trust dated December 4, 1998 as to an undivided 25,000/300,000 interest; and Joan Henson, a married woman, as her sole and separate property, as to an undivided one-third (1/3) interest of an undivided 603,901/3,000,000 interest; Margaret M. Anderson, a married woman, as her sole and separate property, as to an undivided one-third (1/3) interest of an undivided 603,901/3,000,000 interest; Paul Borchard, a married man, as his sole and separate property, as to an undivided one-third (1/3) interest of to an undivided 603,901/3,000,000 interest, on the other hand (collectively the “**Developer**”).

RECITALS

A. The City is authorized pursuant to Government Code Sections 65864 through 65869.5 and City Council Resolution No. 10,448 to enter into binding development agreements with persons or entities owning legal or equitable interests in real property located within the City.

B. Developer is the owner of that certain real property in the City of Oxnard, County of Ventura (the “**County**”) more particularly described on **Exhibit A** and depicted on **Exhibit A-1** which are attached hereto and incorporated herein by this reference (the “**Property**”).

C. The Property is part of a larger tract of land, bounded by Ventura Road on the east, Teal Club Road on the south, Patterson Road on the west and Doris Avenue on the north and which is the subject of the Teal Club Specific Plan being approved by the City concurrently with this Agreement (the “**Teal Club Specific Plan Property**”). The Teal Club Specific Plan Property is more particularly described on **Exhibit B** and depicted on **Exhibit B-1** attached hereto.

D. The Property comprises all of the real property within Phase 1 of the Teal Club Specific Plan project. The remainder of the Teal Club Specific Plan Property comprises Phase 2 of the Teal Club Specific Plan project.

E. The City and the Developer each desire to enter into this Agreement affecting the Property in conformance with Government Code Section 65864 *et seq.* in order to achieve the mutually beneficial development of the Property in accordance with this Agreement.

F. The development project which the Developer seeks to develop on the Property will consist of single-family and multi-family residential units (including affordable housing), parks and open space, and neighborhood serving commercial uses (collectively, the “**Project**”), all in accordance with the Teal Club Specific Plan (the “**Specific Plan**”) adopted by the City Council of the City (the “**City Council**”) on _____, 20___. In conjunction with the approval of the Specific Plan, the _____ certified an environmental impact report (the “**EIR**”) for the Project on _____, 20__.

G. The City and the Developer each mutually desire to obtain the binding agreement of one another to permit and ensure that the Property is developed strictly in accordance with the provisions of this Agreement.

H. This Agreement will benefit the Developer and the City by eliminating uncertainty in planning and providing for the orderly development of the Project (as that term is defined below). Specifically, this Agreement (1) eliminates uncertainty about the validity of exactions to be imposed by the City, (2) allows installation of necessary improvements that benefit the Project, the City and the region, (3) provides for public services and infrastructure appropriate to the development of the Property, (4) provides for the construction of needed affordable housing and market-rate housing, (5) provides for local buyer and local hire preferences, (6) provides for the payment of the Farmland Mitigation Fee for the construction of affordable housing within the City's corporate boundaries that is targeted to farm workers; and (7) generally serves the public interest within the City and the surrounding region.

I. The Planning Commission of the City (the "**Planning Commission**") and City Council have each given notice of their intention to consider this Agreement, have each conducted public hearings thereon pursuant to the relevant provisions of the Government Code, and have each found that the provisions of this Agreement are consistent with the City's 2030 General Plan for development within the City (the "**General Plan**"), City zoning ordinances, and the Specific Plan. The City Council has also specifically considered the impacts and benefits of the Project upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Agreement is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.

J. On November 21, 2024, the Planning Commission held a duly noticed public hearing wherein the Planning Commission recommended approval of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Developer agree as follows:

1. Definitions.

1.1 "Affordable" shall be defined as set forth in and shall be understood to mean the maximum amount that may be charged for the Affordable Unit at issue based upon the requirements set provided by Health and Safety Code Section 50053 (for rental units), including, if applicable, the elective increase permitted for affordable rents under Health and Safety Code Section 50053(b)(3).

1.2 "Affordable Units" shall mean and refer to the rental units to be located in PA 5 or PA 6 that will be restricted to rental at an Affordable cost for a period of fifty-five years following the issuance of a certificate of occupancy for those units as further provided in Section 8 below.

1.3 “Applicable Rules” means the rules, regulations and official policies of the City which were in force as of the Effective Date (as defined below), including, but not limited to, the General Plan, the Specific Plan (as defined below), City zoning ordinances and other entitlements, subdivision regulations, density, growth management, environmental consideration, and design criteria applicable to the Project. Applicable Rules shall not include building standards adopted by the City pursuant to Health and Safety Code Section 17922 and 17958.5.

1.4 “City Council” shall mean the City Council of the City.

1.5 “City Manager” shall mean the City Manager of the City.

1.6 “Discretionary Actions” and “Discretionary Approvals” means those actions and approvals which require the exercise of judgment, or imposition of a condition or obligation, by any officer, employee, review board, commission or department of the City. Discretionary Actions and Discretionary Approvals are distinguished from activities, permits or approvals which merely require any officer, employee, review board, commission or department of the City to determine whether or not there has been compliance with the Applicable Rules, including any applicable statutes, ordinances, regulations or conditions of approval.

1.7 “Dwelling Unit” shall mean a place in the Project that is legally available to be the permanent abode of a person or family including, but not limited to, a single-family dwelling, a single-family unit in a two-family unit, a single-family unit in a multi-family, townhome, or mixed use development, a density bonus unit, or a unit of a condominium project. Dwelling Unit shall not include and shall not be deemed to refer to an ADU on the same legal lot containing the main dwelling structure even though that ADU may have a separate keyed entry.

1.8 “Effective Date” means the date on which the ordinance approving this Agreement becomes operative under Government Code Section 36937.

1.9 “Financing District” means a community facilities district formed pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*), or any other similar special district or assessment district existing pursuant to state law for purposes of financing the cost of public improvements, facilities, services or public facilities within a distinct geographic area of the City.

1.10 “Low Income Household” means persons and families whose gross incomes do not exceed eighty percent (80%) of the area median income, adjusted for family size. For purposes of this Agreement, the qualifying limits shall be those limits for the County, as set forth in Title 25, California Code of Regulations, Section 6932, as that section may be amended, modified or recodified from time to time. If the California Code of Regulations is amended or modified during the term of this Agreement so that such regulations do not specify the area median income for the County, the City and Developer shall negotiate in good faith to determine an equivalent authoritative source which determines median income for the County.

1.11 “Periodic Review” shall have the meaning assigned to such term in Section 15(a).

1.12 “Planning Commission” shall mean the Planning Commission of the City.

1.13 “Project” shall mean that development on the Property (Phase I and all associated infrastructure) that is contemplated pursuant to the Specific Plan.

1.14 “Specific Plan” shall mean the Teal Club Specific Plan adopted by the City Council on _____, 20____.

1.15 “Subsequent Applicable Rules” means the rules, regulations and official policies of the City, including any change in, or addition to, the Applicable Rules, as they may be adopted and become effective or operative after the Effective Date which, other than as provided for in this Agreement, would otherwise govern the General Plan, City zoning ordinances, Specific Plan and other entitlements, development conditions and standards, public works standards, subdivision regulations, density, growth management, environmental considerations, grading requirements and design criteria applicable to the Project.

1.16 “Very Low Income Household” means persons and families whose gross incomes do not exceed fifty percent (50%) of the area median income, adjusted for family size. For purposes of this Agreement, the qualifying limits shall be those limits for the County, as set forth in Title 25, California Code of Regulations, Section 6932, as that section may be amended, modified or renumbered from time to time. If the California Code of Regulations is amended or modified during the term of this Agreement so that such regulations do not specify the area median income for the County, the City and Developer shall negotiate in good faith to determine an equivalent authoritative source which determines median income for the County.

2. **Term of Agreement.** This Agreement shall become operative and commence upon the Effective Date and shall remain in effect for a term of ten (10) years, unless the term is modified by mutual written consent of the City and the Developer. If, on or before the end of the term, Developer is in the process of developing the Property and has completed the construction of at least fifty percent (50%) of the Project (as demonstrated by the issuance of certificates of occupancy), then the Developer may submit a written request to the City Manager requesting an extension of the term of the Agreement. Such request shall include a summary of the specific development that has occurred on the Property and a projected schedule for the completion of the Project. Upon the Developer’s submission of the summary, along with any additional reasonable detail requested by the City Manager, the City Manager shall determine, in his or her good faith discretion, whether the term of the Agreement should be extended. Such determination shall be based upon the Developer’s good faith implementation of and compliance with the provisions of the Specific Plan and the Agreement, and the effect of such extension upon the fiscal welfare of the City. If the City Manager extends the Agreement, such extension shall be until the Project has been completed, but not to exceed an additional ten (10) years (the “**Ten Year Extension Period**”). Upon the expiration of the term, this Agreement shall be deemed terminated and have no further force and effect. Notwithstanding anything herein to the contrary, the term of this Agreement shall also be extended for any period that the Project is delayed due to “Force Majeure Events” (as defined in Section 22(i)); provided that (i) any extension of the term due to a Force Majeure Event shall be offset to the period of any Ten Year Extension Period so that the total period of the term will not exceed a cumulative twenty (20) year period, (ii) the period of extension due to a Force Majeure Event(s) shall not cumulatively exceed a total of three (3)

years, and (ii) the period of any Force Majeure Extension shall be measured from the commencement of the cause for delay until the removal of that cause for delay so long as Developer notifies City of that cause of delay within ninety (90) days after its commencement (and otherwise such period of delay shall be measured only from the date that City receives notice of that cause of delay after the expiration of that initial ninety (90) day period). In any event, Developer must notify City of the existence of such Force Majeure Event while the delay is occurring and if such Force Majeure Event is not raised while the delay is occurring, it may not subsequently be raised by Developer after the Force Majeure Event has ceased.

3. Vested Right to Develop the Project. The City hereby grants to the Developer the vested right to develop the Project to the extent and in the manner provided in this Agreement, subject only to the Applicable Rules and the provisions of this Agreement. Any change in the Applicable Rules adopted or becoming effective after the Effective Date shall not be applicable to or binding upon the Project or the Property. This Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under state law, the future exercise of the City's ability to regulate development of the Project.

(a) **No Conflicting Enactments.** Neither the City Council nor any agency of the City shall enact rules, regulations, ordinances or other measures which relate to the rate, timing, sequencing, density, intensity or configuration of the development of any part of the Project which is inconsistent or in conflict with this Agreement or the Applicable Rules. Future regulations may only be applied to the Project and Property if one of the following three conditions occurs:

i. After a duly noticed public hearing: (1) the City Council determines by substantial evidence that the failure to impose those future regulations would place residents of the City in a condition dangerous to their health or safety, which condition cannot be mitigated in a reasonable manner with respect to the development of the Project except through imposition of such future regulations; (2) such future regulations are applied consistently and evenly throughout the City; and (3) such temporary regulations are automatically repealed as to the Project once the emergency situation has ended either officially or through a determination made jointly by the City and Developer that the emergency situation triggering the temporary regulations no longer requires the imposition of such regulations, which favorable determination the City may not unreasonably withhold.

ii. In response to documented emergency situations, as properly declared by the President of the United States, the Governor of California, the Mayor of the City or the City Council, the City Council may adopt reasonable, temporary regulations affecting the Property, provided (1) the City Council determines by substantial evidence that the failure to impose those temporary regulations with respect to the Project would place residents of the City in a condition dangerous to their health or safety which cannot be otherwise reasonably mitigated except through the imposition of such temporary regulation; (2) such temporary regulations are applied consistently and evenly throughout the City; and (3) such temporary regulations are automatically repealed as to the Project once the emergency situation has ended either officially or through a determination made jointly by the City and Developer that the emergency situation

triggering the temporary regulations no longer requires the imposition of such regulations, which favorable determination the City may not unreasonably withhold.

iii. After a duly noticed public hearing, the City Council determines by substantial evidence that the application to the Project of the future regulation(s) at issue is mandated by a state or federal law enacted after the Effective Date, despite the Developer's vested right to develop the Project provided by this Agreement.

(b) Moratoria and Initiative Measures. The Developer and City intend that no moratorium or other limitation (whether relating to the rate, timing or sequence of the development of all or any part of the Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, certificates of occupancy or other entitlements shall apply to the Project to the extent such moratorium or other limitation is inconsistent or conflicts with this Agreement. Without limitation of the foregoing, because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the intent of the parties to this Agreement to cure that deficiency by acknowledging and providing that, subject to any infrastructure phasing requirements that may be required by the Specific Plan and subject to the express phasing requirements set forth in this Agreement, including with respect to the Affordable Units and the Phase 1 Park Space and HOA Recreation Area (as those terms are defined below), Developer shall have the right (without obligation) to develop the Property in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. City acknowledges that such a right is consistent with and reflects the intent, purpose and understanding of the parties to this Agreement.

(c) Cooperation. City agrees to cooperate with Developer in all reasonable manners in order to keep this Agreement in full force and effect. Notwithstanding the preceding sentence, in the event any legal action instituted by a third party or other government entity or official challenging the validity of this Agreement, the City and Developer agree to cooperate in defending such action, with the Developer to indemnify the City pursuant to Section 22 (m) of this Agreement. In the event of any litigation challenging the effectiveness of this Agreement or any portion thereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless a court of competent jurisdiction orders otherwise.

4. Development Impact Fees and Exactions.

(a) Transfer of Fee Credits. To the extent that Developer is entitled to utilize fee credits or reimbursements pursuant to the Applicable Rules ("**Fee Credits**"), the Fee Credits may be transferred by Developer to buyers or ground lessees of any portion of the Project, and upon written request by Developer, the City will provide written confirmation to any buyer or ground lessee of the Fee Credits which may be applied by the buyer or ground lessee. The City shall make no deductions from the Fee Credits except as specifically requested in writing by

Developer in order to ensure that the Fee Credits are properly credited to parcels and developments in the Project for which such credits are specifically intended.

(b) Timing of Payment of Applicable Fees. City and Developer agree that notwithstanding anything to the contrary set forth in this Agreement or the Applicable Rules, except as expressly provided in Section 10 with respect to the Farmland Mitigation Fee and the Fire Capital Improvement Mitigation Fee, development impact fees applicable to the Project shall not be required to be paid with the recordation of any final map but rather with the issuance of building permits.

(c) Construct of Phase 1 Park Space and Quimby Fees.

(i) As set forth in the Specific Plan, the Developer will be required to complete construction of an approximately five and one half (5.5) acre park space located within the Phase 1 Property in “turnkey” condition ready for use by the public and acceptance of same by the City, with the park and its amenities subject to reasonable approval by the City before construction begins (the “**Phase 1 Park Space**”). As set forth in the Specific Plan, the Phase 1 Park Space will be located adjacent to an additional recreational park area committed to the use of the residents of the Teal Club Specific Plan Property, which private recreation area will be approximately 1 acre in size (the “**HOA Recreation Area**”).

(ii) Upon acceptance, City shall grant full credit (“**Quimby Fee Credit**”) to Developer in an amount equal to the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the Phase 1 Park Space. The granting of such credit shall be subject to Developer providing all funding necessary for a mutually agreed upon third party consultant to verify all of the Developer costs used to obtain fee credits. Evidence of three bids shall be provided for all reimbursable work. All construction related to Quimby Fee Credit shall comply with applicable Prevailing Wage and Public Works Project contract requirements. Reimbursement calculation shall be consistent with methodology of the Master Planed Improvement Reimbursement Policy, Exhibit D. (iii) If Developer wishes to obtain the Quimby Fee Credit prior to the construction of the Phase 1 Park Space improvements, Developer shall fully bond for the cost of engineering and construction of those Phase 1 Park Space improvements and provide an irrevocable offer of dedication to the City for the Phase 1 Park Space parcel on which the Phase 1 Park Space is proposed to be located. With respect to any bonding by Developer as provided above, the Developer shall be entitled to a Quimby Fee Credit prior to construction of the Phase 1 Park Space, as applicable, equal to one-half of the value of the bond that was posted for the applicable improvements.

(iv) To the extent that, as of the time of issuance of building permits for any portion of the Project, adequate Quimby Fee Credits (including any credit issued based upon the posting of the bond as described above) do not exist to cover the applicable Quimby Fees, then the City shall not require the payment of Quimby Fees until the issuance of a certificate of occupancy for that portion of the Project. If, at the time of issuance of the certificates of occupancy, adequate Quimby Fee Credits still do not exist to cover the applicable Quimby Fees, then Developer shall pay the remaining balance of Quimby Fees then due to the City. At such time, if it occurs, that adequate Quimby Fee Credits have accrued to cover amounts previously paid by the Developer to the City for Quimby Fees, the City shall refund any excess Quimby

Fees to the Developer. Notwithstanding any language in this Agreement to the contrary, the Developer is only authorized to use Quimby Fees Credits within the Project and will not be entitled to reimbursement for such Quimby Fee Credits if such credits are not utilized within the Project itself.

(e) Application of Reimbursement for Master Planned Infrastructure Improvements.

For infrastructure improvements which are eligible for reimbursement, Developer shall be reimbursed pursuant to City Resolution No. 10,272 of the City of Oxnard ("A Resolution of the City of Oxnard Establishing a Policy Concerning Credit In Lieu of Payment for Facilities Fees and Reimbursement for Construction of Planned Facilities for Drainage, Wastewater, Traffic Circulation and Water Systems") attached hereto as **Exhibit C** and the Development Services Department Master Planned Improvement Reimbursement Policy, dated July 6, 2010 and updated March 15, 2017 attached hereto as **Exhibit D** (collectively, the "Reimbursement Policy").

5. Project Infrastructure. Subject to the terms of this Agreement, the Developer shall construct at its sole cost and expense all infrastructure improvements specifically required for the Project, as specified by the Specific Plan ("Project Infrastructure") and mitigation measures under the EIR.

6. Development of the Project.

(a) Permitted Uses. The Developer agrees that the Project shall be developed in accordance with the Specific Plan.

(b) Development Standards. All development and design requirements and standards applicable to the Project shall conform to the Applicable Rules.

(c) Pre-Screening/Special Review of New Development in Project. City and Developer shall cooperate to utilize a pre-screening/special review process for new subdivisions and commercial developments located within the Project to ensure compliance with the Specific Plan and the associated Environmental Impact Report. Such pre-screening/special review shall occur prior to the issuance of building permits for construction of Dwelling Units and commercial structures. Review of an application through the pre-screening/special review process as provided by this subsection or the Specific Plan shall not be deemed to waive any of the Applicable Rules pertaining to review or approval of such application, including, but not limited to the requirement for any applicable public hearing. Developer authorizes the imposition of City fees necessary to cover the direct costs of such pre-screening/special review process. This process shall terminate upon the expiration of this Agreement or the issuance of the final certificate of occupancy for development within the Project, whichever occurs first.

(d) Expedited Processing. In addition, City and Developer shall cooperate, at Developer's sole cost and expense, to expedite the development design review process, the building plan review process, improvement plan review process, and if necessary, expedite the

entitlement review process for developments to be located within the Project. Review of any application through any expedited process as provided by this subsection shall not be deemed to waive any of the Applicable Rules pertaining to review or approval of such application, including, but not limited to, any public hearing required in connection therewith. Any such process shall terminate upon the expiration or termination of this Agreement or the issuance of the final certificate of occupancy for development within the Project, whichever occurs first. In furtherance thereof, Developer and the City agree to comply with the following expedited processing requirements:

(i) If Developer chooses to utilize an expedited plan check process for the review of improvement plans and building plans for the Project, within two (2) weeks of written request by Developer, City shall determine whether the City will retain an outside consultant for review of the Developer's improvement plans and building plans. Such outside consultant or City staff shall be at the sole selection of City and shall be paid for at the sole cost and expense of Developer through the payment of an increased plan check fee set forth herein. If City elects to use an outside consultant, Developer may provide its input on which of the City's existing outside consultants Developer would prefer, but the final consultant selection will be in the sole discretion of the City. In addition, for expedited processing to occur and the expedited time frames to apply, the first submittal must be verified by intake screening to be 100 percent complete, and all resubmittals must similarly be intake screening verified to include 100 percent complete. Prior to the City's commencement of any expedited plan check for an improvement plan or building plan, Developer shall pay to the City a fee equal to one hundred fifty percent (150%) of the then current plan review fee for review of an improvement or building plan ("**Expedited Plan Check Fee**").

(ii) Once a consultant is selected or City staff identified. City shall complete plan check review for improvement plans and building plans according to the following schedule:

First Plan Check for building permit submittals: City shall provide complete comments and markup within six (6) calendar weeks of submittal of a complete package.

First Plan Check for civil improvement plan submittals: City shall provide complete comments and markup within ten (10) calendar weeks of submittal of a complete package.

Second and Third Plan Checks for civil improvement plans and building permit submittals: City shall provide complete comments and markup within six (6) calendar weeks of submittal of a complete package that responds to all prior plan markups and comments.

Any subsequent Plan Checks for civil improvement plans and building permit submittals: City shall provide complete comments and markup within four (4) calendar weeks of submittal of a complete package that responds to all prior plan markups and comments.

Upon completion of plan check review, the City shall calculate and provide to Developer the final amount of permit fees incurred within ten (10) working days of plan set approval.

(e) Additional Plan Check Fees. Should City determine, in its reasonable discretion, that the Expedited Plan Check Fee will be insufficient to cover City's actual costs of utilizing City staff, retaining an outside consultant, or any combination thereof, in order to expedite the review process, City may increase the Expedited Plan Check Fee upon prior notice to Developer and delivery of a reasonably detailed explanation of the basis for the increased Expedited Plan Check Fee. If Developer fails to promptly deliver to City the increased Expedited Plan Check Fee documented by City, then City shall have no further obligation to expedite review as set forth herein. Developer shall have the right to terminate any expedited processing arrangement at any time upon not less than 30 days' notice. Upon completion, any remaining balance of the Expedited Plan Check Fee that has not been applied to expedited processing costs shall be returned to Developer.

(f) Rough Grading Prior to Recordation of the Final Maps. Subject to: (1) the City's receipt, review and approval of a grading plan for the Project or any portion thereof (the "**Grading Plan**"), geotechnical report and engineering geologic report for the Property; (2) the Developer's satisfaction of the City's bonding requirements; and (3) requirements for the issuance of a rough grading permit with respect to such Grading Plan, the City agrees to review the reports and the Grading Plan when submitted and issue a rough grading permit with respect to the Grading Plan subject to the Grading Plan's compliance with all Applicable Rules. The City agrees that the Grading Plan will be timely reviewed by the City, that a rough grading permit with respect to the Grading Plan may be issued, and that the Developer may rough grade the Property in accordance with the approved Grading Plan without the Developer first recording the final maps associated with the Project. The City reserves the right to condition the issuance of such rough grading permits upon the Developer implementing and maintaining reasonable and appropriate erosion control measures until sufficient work on the Property is completed to address erosion concerns.

(g) Compliance with Government Code Section 66473.7. Any tentative maps prepared for this Project or any portion thereof shall comply with Government Code Section 66473.7, to the extent that this code section is applicable to that tentative map.

(h) Subsequent Discretionary Action and Approval. The City agrees not to unreasonably withhold, condition or delay any Discretionary Action or Discretionary Approval or other action or approval by the City which may be required by the Project subsequent to the execution of this Agreement. Upon the filing of a complete application and payment of appropriate processing fees by Developer, the City shall promptly commence and diligently schedule and convene all required public hearings in an expeditious manner consistent with the law and process all Discretionary Actions and Discretionary Approvals in an expeditious manner.

(i) Pace of Development; Phasing. The Project area will be developed in various phases over the next several years. In order to accommodate the anticipated intermittent

development patterns, all required circulation infrastructure and community improvements to accommodate each new development of the Specific Plan shall be completed prior to, or simultaneously with, individual projects and as required by the tentative tract map(s) and final map(s). Such tentative and final maps have not yet been submitted to the City and have not yet been approved by the City. The Specific Plan planning areas as described in the Specific Plan may be further divided into subareas to better reflect the anticipated development pattern and infrastructure improvement phasing, as long as such changes are consistent with the provisions of the approved tentative tract map(s) and final map(s). The Specific Plan phasing requirements present a plan of Project development based on an incremental installation of infrastructure improvements. The contemplated phasing recognizes that the Property is presently vacant with few infrastructure improvements. The City and Developer shall reasonably cooperate in implementing any changes or updates to any contemplated phasing of infrastructure improvements upon request by Developer, provided that any change in phasing shall continue to assure that adequate public facilities and services will be available for each new phase of development at the time that such improvements are placed into use.

(j) Public Services for Project. The City hereby acknowledges and agrees that when the infrastructure improvements called for by the Specific Plan have been completed, the City will have sufficient capacity in its existing infrastructure, services and utility systems for: traffic circulation; water distribution, sewer collection, sewer treatment and sanitation service; water treatment, distribution and service; and drainage to accommodate the Project. To the extent that the City renders such services or provides the utilities referenced in this Section, the City hereby agrees to timely grant or issue such hookups or service to all development in the Project after payment of applicable fees/charges.

7. Financing District; Maintenance Allocation

(a) At Developer's request, City agrees, subject to all public hearing and other legal requirements, to process the formation of one or more Community Facilities Districts by the City (a "**Financing District**") to be formed over all or part of the Property; for the purpose of funding the construction and on-going operation and maintenance of (i) the Phase 1 Public Park, (ii) Sewer Lift Station, if City elects to have its maintenance funded by the Financing District rather than the Master Homeowner's Association, (iii) annual mitigation payments to the City for police and fire services provided to the Project ("**Annual Mitigation Payments**"), and (iv) may include public sidewalks, (v) non-HOA maintained landscaping, (vi) such other common facilities or services as Developer may request and City shall approve.

(b) The Developer acknowledges and agrees that it shall not seek the formation of a Financing District(s) if the total taxes and assessments – including the one percent property tax imposed pursuant to Proposition 13, any other existing property taxes and/or assessments, and the proposed assessments and/or taxes to be imposed by the Financing District(s)– exceed 1.8 percent of the assessed value. If one or more Financing Districts are formed, the City shall not be liable for the financial obligations of the Financing District or Financing Districts unless the City specifically agrees in writing to accept such liability.

(c) In connection with the Annual Mitigation Payments described above, (i) a portion of the annual assessments, in the initial amount of One Hundred and Sixty Four Thousand Dollars (\$164,000), as subsequently increased for an annual inflation adjustment to be provided for in the formation documents for the Financing District, shall be committed to annual payment to the City to mitigate the additional police service operating costs attributable to the Project (the “**Police Services Mitigation Payment**”) and (ii) a portion of the annual assessments, in the initial amount of Four Hundred and Sixty Two Thousand Dollars (\$462,000), as subsequently increased for an annual inflation adjustment to be provided for in the formation documents for the Financing District, shall be committed to annual payment to the City to mitigate the additional fire protection service operating costs attributable to the Project (the “**Fire Services Mitigation Payment**”).

(d) Without limitation of the provisions set forth below, City and Developer agree that, notwithstanding any language in this Agreement to the contrary, the obligations for the Developer (including its successors and assigns) to pay, through the assessments or special taxes of the Financing District, the annual Police Services Mitigation Payment and the annual Fire Services Mitigation Payment, shall survive the termination or expiration of this Agreement and shall continue for an additional fifty (50) year period provided that the residential improvements subject to such assessments remain in place on the Property.

(e) The annual Police Services Mitigation Payment and the annual Fire Services Mitigation Payment shall commence when the City issues the certificate of occupancy for the 300th market rate Dwelling Unit within the Project.

(f) On behalf of itself and its successors and assigns, Developer agrees that (unless otherwise approved by City acting in its sole discretion):

(i) Not to initiate, support in any way and/or seek to repeal any Financing District once it is formed; and

(ii) Not to initiate, support in any way and/or seek to reduce the amount of assessments and/or special taxes imposed by any Financing District once it is formed.

(g) Notwithstanding any language in this Agreement to the contrary, the obligation for the Developer (including its successors in interest and assigns) to pay and the Financing District to impose assessments or special taxes shall survive the termination or expiration of this Agreement and shall continue so long as the Financing District survives. In connection with the foregoing and in furtherance of the covenants set forth above, Developer shall include provisions in its CC&Rs for the Project providing that (A) the residents of the Project will remain subject to the covenants set forth in Subsections 7(b)(i) and (ii) above for a period of at least fifty (50) years after the recordation of those CC&Rs, (B) if, for any reason, a Financing District is terminated after its formation, then the Master HOA will be automatically required, without further notice from or action by the City, to assume all obligations of the terminated Financing District and to thereafter perform all responsibilities of the Financing District in the same manner as previously performed by the Financing District, and (C) such

provision of the CC&Rs is not subject to modification or waiver without the written consent of the City.

8. Phasing for Affordable Housing within the Project

Because of the need for affordable housing in the City, and in consideration of the rights and benefits provided to Developer under the terms of this Agreement, the Developer declares, covenants and agrees, by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, that, for a period of fifty-five (55) years from the Effective Date, the Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the following covenants and restrictions:

(a) Fifteen percent (15%) of the total Dwelling Units constructed within the Project – constituting a minimum of 108 units -- shall be Affordable to Very Low Income Households and Low Income Households, with forty percent of that fifteen percent (i.e., six percent) of such units Affordable to Very Low Income Households, and sixty percent of such fifteen percent (i.e., nine percent) of such units affordable to Low Income Households.

(b) These Affordable Dwelling Units shall be rental units and will be constructed in either PA 5 or PA 6, as the Developer may elect. These Affordable Dwelling Units will be constructed in accordance with the following phasing requirements:

(i) Before the City issues the certificate of occupancy for the 300th market rate Dwelling Unit within the Project, Developer must pull the building permit(s) for all of the required Affordable Dwelling Units in Planning Area 5 and/or 6.

(ii) Before the City issues a building permit for the 500th market rate Dwelling Unit within the Project, Developer must have obtained a certificate of occupancy for a minimum of 108 Affordable Dwelling Units in Planning Area 5 and/or 6.

(c) The Affordable Dwelling Units constructed pursuant to this section shall be developed without further required subsidy or assistance of any kind from the City, including any City subsidy provided as part of a tax credit financing of the affordable project; provided, that nothing in this language shall limit any density bonus rights (and rights of related incentives and/or waivers) of Developer which may apply under the terms of the Specific Plan or applicable law, as long as (i) the Developer goes through the necessary CEQA process for such additional units; and (ii) the Developer constructs additional Affordable Unit(s) equal to 15 percent of the additional market rate Dwelling Units constructed as a result of such density bonus.

9. Phasing and Maintenance of Public Park.

(a) The Developer will be required to complete construction of the Phase 1 Park Space and HOA Recreation Area to the City's issuance of a certificate of occupancy for the 300th market rate Dwelling Unit within the Project. The Phase 1 Park Space and HOA Recreation Area will be designed and constructed in a manner consistent with the plans approved by the City.

(b) The parties contemplate that a Financing District formed pursuant to the provisions of this Agreement and providing for delivery of services shall be responsible for the maintenance of the public park. If a Financing District is not formed before the Phase I Park Space is completed and accepted by the City, then the Master Homeowners Association or the Developer shall be responsible for the costs of maintenance of the park until such Financing District is in place and sufficient funds are available in the Financing District from assessments collected and distributed to the City to cover the costs.

(c) Prior to completion of the Phase 1 Park Space, Developer shall complete construction of those roadway improvements required to provide vehicular and ADA-compliant pedestrian traffic access to that phase of the park from both new and existing homes in the community.

10. Farmland Mitigation Fee and Fire Capital Improvement Mitigation Fee

(a) Farmland Mitigation Fee.

(i) Development of the Property will result in the loss of farmland. In consideration of the rights and benefits provided to Developer under this Agreement and the performance by City of its obligations hereunder in accordance with the terms of this Agreement, Developer agrees to pay the City the sum of Two Million Two Hundred Thousand Dollars (\$2,200,000) in mitigation of the loss of this farmland (the “**Farmland Mitigation Fee**”). Developer shall pay one-half of the Farmland Mitigation Fee upon an issuance of a grading permit for any portion of the Property. After the issuance of the first grading permit, Developer shall pay the balance of the Farmland Mitigation Fee upon issuance of the first certificate of occupancy for any structure located on the Property.

(ii) The City shall use the Farmland Mitigation Fee for the construction of Affordable housing within the City’s corporate boundaries that is devoted to occupancy by farm workers.

(iii) Starting on the second (2nd) year anniversary of the payment of the first one-half (1/2) of the Farmland Mitigation Fee, and continuing every year thereafter until the second one-half of the Farmland Mitigation Fee is paid in full, the unpaid portion of the Farmland Mitigation Fee shall be increased by the percentage increase, if any, in the Engineering News-Record (ENR) index over the prior twelve (12) month period.

(b) Fire Capital Improvement Mitigation Fee.

(i) In consideration of the rights and benefits to Developer under this Agreement and the performance by City of its obligations hereunder in accordance with the terms of this Agreement, Developer also agrees to contribute a payment (the “**Fire Mitigation Payment**”) in the total amount of Three Hundred Fifty One Thousand Seven Hundred and Twenty Six Dollars (\$351,726) towards the capital costs of the planned Fire Station 1 renovation/reconstruction and the purchase of a new fire engine for that station.

(ii) These payments will be in addition to the Fire Component of the Growth Capital Fee that will be paid to the City in connection with the build out of this Project (in the projected amount of \$676,434 (based on 2022 fees Growth Capital Fee Fire Component). The City recognizes and confirms that the cumulative payment of the Fire Mitigation Payment under this Agreement and that Growth Capital Fee Fire Component will fully fund and mitigate the Project's share of all capital improvement requirements for fire services resulting from this Project. Nothing in this subsection shall be interpreted as locking in the Growth Capital Fee at prior rates. The amount of such fee shall be calculated at the applicable rate when the building permit is pulled for each residential unit.

(iii) Developer shall pay one-half of the Fire Mitigation Payment upon an issuance of a grading permit for any portion of the Property. After the issuance of the first grading permit, Developer shall pay the balance of the Fire Mitigation Fee upon issuance of the first certificate of occupancy for any structure located on the Property.

(iv) Starting on the second (2nd) year anniversary of the payment of the first one-half (1/2) of the Fire Mitigation Payment, and continuing every year thereafter until the second one-half of the Fire Mitigation Payment is paid in full, the unpaid portion of the Fire Mitigation Payment shall be increased by the percentage increase, if any, in the Engineering News-Record (ENR) index over the prior twelve (12) month period.

(iv) The City shall use a portion of Fire Mitigation Payment (in the amount of \$211,726) solely for the purposes of that Fire Station 1 renovation/reconstruction and a portion of that payment (in the amount of \$140,000) toward the purchase of that new fire engine.

(b) The sewer lift station will be publicly maintained. It will be up to the City to determine if such public maintenance is funded by general district charges reflecting existing City practices or use of a services Financing District created with respect to the Project.

11. Sewer Lift Station and Sewer Collection System

(a) Subject to design and construction in compliance with all Applicable Rules, City and Developer have agreed that a sewer lift station may be incorporated into the Project sufficient to meet the requirements of the Project provided that such lift station shall serve only the described development and not be designed to accommodate future upstream development unless mutually agreed to by both parties.

Specifically, the Developer shall, at a minimum:

- Schedule a scope verification meeting with the Engineering and Wastewater Divisions prior to the start of any planning or design work
- Complete and submit for approval a basis of design document

- Developer shall be responsible for the cost of incorporating the new flows into the existing sanitary sewer model to determine downstream sanitary sewer system impacts
- Based on results of the modeling exercise, Developer agrees to update the basis of design document and upgrade any deficient downstream sewers made deficient by the proposed development inflows

In connection with such construction, Developer shall adhere to the latest applicable design requirements imposed by the City pursuant to this Agreement including but not limited to:

- Designing and constructing a submersible lift station
- Specifying City standardized equipment for publicly owned lift stations including submersible pumps, sensors, valves, flow metering, electrical and supervisory control and data acquisition
- A stationary standby generator and Bypass pumping connection
- Odor control
- Site security including perimeter block wall, gate, alarms, video surveillance, etc.
- Site plan that allows large vehicle entrance and parking
- Suitable sound attenuation and shade covers

12. Infrastructure and Facility Maintenance

(a) The City will be responsible for maintaining the public road pavement, and public utilities, including the sewer collection system (not the sewer lift station) within the public roads within the Project. The City will be responsible for maintaining the public water system and services up to the meters within both the public and private roads. The City may be responsible for maintaining public sidewalks, depending on their design and location.

(b) The Master Homeowners Association will be responsible for maintaining:

(i) All public parkways and medians in the public streets within the Project.

(ii) For the existing perimeter public streets (Teal Club, Doris, Patterson, and Ventura Roads), all parkways on the side of the road abutting the Project and the medians.

(iii) All private streets, sidewalks, and parkways, inside the Project.

(iv) All private utilities, including sewer and storm drainage pipelines within the private streets.

(v) Water quality and detention basins.

(c) Refer to Section 7 Financing District; Maintenance Allocation for items contemplated to be included in the Financing District(s).

13. Local Preference in Marketing and Hiring for Construction of the Project

Developer, on behalf of itself and its successors in interest and assigns, agrees to be bound by the “Local Preference Program for Phase 1 of Teal Club Specific Plan (Local Buyer and Local Hire Preferences)”, which is attached hereto as **Exhibit E** and incorporated hereby in this reference.

14. Extension of Maps and Project Approvals. In accordance with Government Code Section 66452.6, subd. (a) and Government Code Section 65863.9, unless a longer term would result under otherwise applicable state law, the term of any subdivision map approval or other permits approved as part of the Project approvals shall be automatically extended for the term of this Agreement.

15. Compliance Review.

(a) **Periodic Review.** Pursuant to Government Code Section 65865.1, the City Manager shall, not less than once in every twelve (12) months, review the Project and this Agreement to ascertain whether or not the Developer is in good faith compliance with the terms of this Agreement (the “**Periodic Review**”).

(b) **Review Procedure.** During a Periodic Review, Developer shall provide information reasonably requested by the City Manager that the Project is being developed in good faith compliance with the terms of this Agreement. Upon completion of a Periodic Review, the City Manager shall submit a report to the City Council setting forth the City Manager’s findings. If, as a result of a Periodic Review, the City Council finds and determines on the basis of substantial evidence that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City shall issue a written “Notice of Non-Compliance” to the Developer specifying the grounds therefore and all facts demonstrating such non-compliance. The Developer’s failure to cure the alleged non-compliance within ninety (90) days after receipt of the notice, or, if such noncompliance is not capable of being cured within ninety (90) days, the Developer’s failure to initiate the actions required to cure such non-compliance within ninety (90) days after receipt of the notice, shall constitute a default under this Agreement on the part of the Developer and shall constitute grounds for the termination of this Agreement by the City as provided for below.

(c) **Termination or Modification for Non-Compliance.** Pursuant to Government Code Section 65865.1, if the City Council finds and determines, on the basis of substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may modify or terminate this Agreement.. Any action by the City with respect to the termination or modification of this Agreement shall comply with the notice and public hearing requirements of Government Code Section 65867 in addition to any other notice required by law. Additionally, the City shall give the Developer written

notice of its intention to terminate or modify this Agreement and shall grant the Developer a reasonable opportunity to be heard on the matter and to oppose such termination or modification by the City.

(d) **Certificate of Agreement Compliance.** If, at the conclusion of an annual review, Developer is found to be in good faith compliance with this Agreement, City shall, upon request by Developer, issue a Certificate of Agreement Compliance (“**Certificate**”) to Developer stating that, after the most recent annual review and based upon the information then known to the City, (a) this Agreement remains in effect and (b) Developer is, to the current actual knowledge of the City, in good faith compliance with the Agreement as required by section 65865.1 of the Development Agreement Act. Additionally, as set forth in Section 22(o), either Party may at any time request from the other an estoppel certificate confirming, in addition to the foregoing, the status of the other Party's performance of its obligations under this Agreement to the knowledge of the certifying Party. City's failure to conduct a review at least annually of Developer's compliance with the terms and conditions of this Agreement shall not constitute or be construed by City or Developer as a breach of or a default under this Agreement, or have any impact upon Developer's rights under this Agreement.

16. Modification, Amendment or Cancellation by Mutual Consent. Pursuant to Government Code Section 65868, this Agreement may be amended or canceled, in whole or in part, by mutual written consent of the City and the Developer or their successors in interest. Public notice of the parties' intention to amend or cancel any portion of this Agreement shall be given in the manner provided by Government Code Section 65867. Any amendment to the Agreement shall also be subject to the provisions of Government Code Section 65867.5.

17. Defaults, Notice and Cure Periods, Events of Default and Remedies.

17.1 Default By the Developer.

17.1.1 Default. If the Developer does not perform its obligations under this Agreement in a timely manner, the City may exercise all rights and remedies provided in this Agreement, provided the City shall have first given written notice to the Developer as provided in Section 22(a) hereof, and provided further the Developer may appeal such declaration in the manner provided in, and subject to all terms and provisions of Section 18. In addition, the parties agree that the City's right to compel specific performance of the obligations of Developer shall be subject to the limitations set forth in Section 17.1.5 of this Agreement; and that the City shall have no right to monetary damages as a result of any failure by Developer to start or complete the Project (other than to the extent arising from the Developer's failure to complete, remove or secure improvements as required by Section 17.1.5 below or to pay any amounts or reimbursements due to City under the express terms of this Agreement).

17.1.2 Notice of Default. If the Developer does not perform its obligations under this Agreement in a timely manner, the City through the City Manager may submit to the Developer a written notice of default in the manner prescribed in Section 22(a) identifying with specificity those obligations of the Developer under this Agreement which have not been timely performed. Upon receipt of any such written notice of default, the Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after

receipt of any such written notice of default and shall complete the cure of any such default(s) no later than one hundred and twenty (120) days after receipt of any such written notice of default, or within such longer period as is reasonably necessary to remedy such default(s), provided the Developer shall commence the cure of any such default(s) within such one hundred and twenty (120) day period and thereafter diligently pursue such cure at all times until any such default(s) is cured.

17.1.3 Failure to Cure Default Procedure. If after the cure period provided in Section 17.1.2 has elapsed, the City Manager finds and determines the Developer, or its successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the City's Development Services Director shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that the Developer, or its successors, transferees and/or assigns, as the case may be, has not cured a default under this Agreement pursuant to this Section 17.1 and that the City shall terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Developer, and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City Council in accordance with Section 18. Such right of appeal shall include, but not be limited to, any objection to the manner in which the City intends to modify this Agreement if the City intends as a result of a default of the Developer, or one of its successors or assigns, to modify this Agreement. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Section 17.1 or this Agreement shall be construed as modifying or abrogating the City Council's right of review of Planning Commission actions.

17.1.4 Termination or Modifications of Agreements. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council or, where no appeal is taken, after the expiration of the applicable appeal periods described in Section 18. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65967.5 and 65868, irrespective of whether an appeal is taken as provided in Section 18. Notwithstanding any other provision of this Agreement to the contrary, in the event that: (a) the Developer or any of its successors assigns some, but not all, of its rights under this Agreement in connection with a sale of some, but not all, of the Property; and (b) thereafter the Developer or one or more of its successors in interest under this Agreement is in default under this Agreement and either the Developer or one or more of its successors in interest under this Agreement is not in default under this Agreement, then any remedy the City may have the right to take under this Agreement including the right of termination or modification of this Agreement shall only apply to the party(ies) that is (are) in default and the portion(s) of the Property owned by such party(ies) and shall not apply to the Developer or any successor and/or assignee of the Developer under this Agreement that is not in default hereunder.

17.1.5 Limitation on Specific Performance Remedies and Damages. . Except as provided in Section 17.4 below, the City shall have no right to seek a remedy of

specific performance with respect to the Development of the Project; provided, however, Developer acknowledges and agrees (on behalf of itself and its successors-in interest and assigns) that the right to develop the Property or any portion thereof may be limited, restricted or substantially delayed until such time that Developer complies with the specific requirements of this Agreement.

17.1.6 Lender Protection Provisions.

17.1.6.1 Right to Encumber; Cooperation with Lenders.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, subject to the requirement that any such encumbrances shall be subordinate to this Agreement.. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and/or modifications or clarifications, and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation, modification or clarification; provided, that City shall have no obligation to agree to any such requested interpretation, modification or clarification. Under no circumstances shall the City agree to the subordination of this Agreement to any mortgage, deed of trust or other security device securing financing.

17.1.6.2 Notice of Default. In addition to the notice provisions set forth in Section 22(a), the City shall send a copy of any notice of default sent to the Developer or any of its successors or assigns to any lender that has made a loan then secured by a deed of trust against the Property, or a portion thereof, provided such lender or Developer shall have (a) delivered to the City written notice in the manner provided in Section 22(a) of such lender's election to receive a copy of any such written notice of default, and (b) provided to the City a recorded copy of any such deed of trust. Any such lender that makes a loan secured by a deed of trust against the Property, or a portion thereof, and delivers a written notice to the City and provides the City with a recorded copy of any such deed of trust in accordance with the provisions of this Section 17.1.6.2 is herein referred to as a "Qualified Lender."

17.1.6.3 Right of a Qualified Lender to Cure a Default. If the Developer, or any of its applicable successors or assigns, fails to timely cure any default under this Agreement within the time periods specified in Section 17.1.2, then the City shall send a written notice of any such failure to timely cure any such default to each Qualified Lender. From and after receipt of any such written notice of failure to cure, each Qualified Lender shall have the right to cure any such default, provided the Qualified Lender(s) commence the cure of any such default within thirty (30) days after receipt of any such written notice of failure to cure and thereafter diligently pursue the cure thereof to completion. If the nature of any such default is such that a Qualified Lender cannot reasonably cure any such default without being the owner of the Property, or the applicable portion thereof, then so long as the Qualified Lender(s) is (are) proceeding to foreclose the lien of its deed of trust against the Property, or the applicable portion thereof, and after completing any such foreclosure promptly commence the cure of any such default and thereafter diligently pursue the cure of such default to completion, such Qualified Lender shall be deemed to be diligently pursuing the cure of any such default. Any lender that

has made a loan to a party that owns a single family dwelling unit (whether a detached single family home, a townhome or a condominium), provided such party is not a developer of the Property or a portion thereof, shall not be deemed to be a Qualified Lender.

17.1.6.4 Exercise of City's Remedies. Notwithstanding any other provision of this Agreement, the City shall not exercise any right or remedy granted under this Agreement or otherwise arising out of a default under the Agreement by the Developer or any of its successors or assigns during the period of time which the Developer, any of its successors or assigns and/or a Qualified Lender has the right to cure any such default pursuant to this Section 17.1.

17.1.6.5 No Impairment of Mortgage. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value. In no event shall a foreclosure or other exercise by a lender of its pre- or post-foreclosure rights in connection with a mortgage require any consent or approval by the City. Notwithstanding any language in this section to the contrary, any mortgage, lien or encumbrance recorded against the Property or any portion thereof shall be subject to the provisions of this Agreement. In addition, notwithstanding any language in this section to the contrary, Developer acknowledges and agrees (on behalf of itself and its successors-in interest and assigns) that the right to develop the Property or any portion thereof may be limited, restricted or substantially delayed until such time that Developer complies with the specific requirements of this Agreement.

17.2 Default by the City.

17.2.1 Default. In the event the City does not accept, process or render a decision in a timely manner on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefore, or as otherwise agreed to by the City and Developer, or if the City otherwise defaults under the provisions of this Agreement, the Developer shall have all rights and remedies provided herein or by applicable law (excepting therefrom monetary damages as specified in Section 17.3), which shall include compelling the specific performance of the City's obligations under this Agreement provided the Developer has first complied with the procedures in Section 17.2 and its obligations under this Agreement.

17.2.2 Notice of Default. Prior to the exercise of any other right or remedy arising out of a default by the City under this Agreement, the Developer shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed under this Agreement. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) no later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided the City shall continuously and diligently pursue each remedy at all times until such default(s) is cured.

17.3 Monetary Damages. The Developer and the City acknowledge that neither the City nor the Developer would have entered into this Agreement if either were liable

for monetary damages under or with respect to this Agreement or the application thereof. Both the City and the Developer agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate the Developer for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify such exposure. Therefore, the City and the Developer agree that neither shall be liable for monetary damages under or with respect to this Agreement or the application thereof and the City and the Developer covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement. This foregoing waiver shall not be deemed to apply to compelling the payment of any fees or other monetary amounts specifically required to be paid by the Developer to the City pursuant to this Agreement, including, but not limited to, any amounts due pursuant to Section 22(m). The foregoing waiver shall also not be deemed to apply to any fees or other monetary amounts required to be paid or credited by the City to the Developer pursuant to this Agreement, including, but not limited to fee credits, if any, required to be credited by City to Developer or its assignee(s). In addition, Developer acknowledges and agrees (on behalf of itself and its successors-in interest and assigns) that the right to develop the Property or any portion thereof may be limited, restricted or substantially delayed until such time that Developer complies with the specific requirements of this Agreement, including (but not limited) the payment of amounts due the City pursuant to the terms of this Agreement.

17.4 Specific Performance. Due to the size, nature and scope of this Project, it will not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Developer may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Developer has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement and it is not possible to determine the amount of monetary damages that would adequately compensate Developer for such efforts. For the foregoing reasons, the City and Developer agree that, subject to Section 17.3 above, damages would not be an adequate remedy if City fails to carry out its obligations under this Agreement, and that Developer shall have the right to seek and obtain specific performance as a remedy for any breach of this Agreement; provided, however, that as a condition to its right to bring such specific performance action, Developer must not be in default of any of its material obligations under this Agreement. The City's remedy to terminate or amend this Agreement in the event of Developer's uncured breach shall be sufficient in most circumstances. Notwithstanding the foregoing, if the City approves a final parcel map or subdivision map, issues a permit, or issues other approval(s) pursuant to this Agreement in reliance upon a specified condition or conditions being satisfied by Developer in the future, and if Developer then proceeds with that approved development but fails to satisfy such related condition(s), the City shall be entitled to specific performance for the sole purpose of causing Developer to satisfy such condition or conditions. Except in these limited circumstances, the City shall have no right to seek specific performance to cause Developer to proceed with the development of the Project in any manner; provided, however, Developer acknowledges and agrees (on behalf of itself and its successors-in interest and assigns) that the right to develop the Property or any portion thereof may be limited, restricted or substantially

delayed until such time that Developer complies with the specific requirements of this Agreement.

18. Administration of Agreement and Resolution of Disputes. The Developer shall at all times have the right to appeal to the City Council any decision or determination made by any employee, agent or other representative of the City concerning the Project or the interpretation and administration of this Agreement. All City Council decisions or determinations regarding the Project or the administration of this Agreement shall also be subject to judicial review pursuant to Code of Civil Procedure Section 1094.5, provided that, pursuant to Code of Civil Procedure Section 1094.6, any such action must be filed in a court of competent jurisdiction not later than ninety (90) days after the date on which the City Council's decision becomes final.

19. Recordation of this Agreement. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of this Agreement in the Official Records of the County within ten (10) days after the mutual execution of this Agreement.

20. Constructive Notice and Acceptance. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

21. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the City, the Developer and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this Agreement.

22. Miscellaneous.

(a) **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) (i) hand delivered by messenger or courier service, (ii) by overnight delivery (including Federal Express), or (iii) by United States mail (postage prepaid), registered or certified, return receipt requested, addressed to the addresses set forth below. Each notice shall be deemed delivered (1) on the date delivered if by personal delivery, (2) on the date of delivery by the overnight delivery service if by overnight delivery, or (3) seventy-two (72) hours after deposit in the United States mail (postage prepaid) if by registered or certified mail. By giving to the other parties at least fifteen (15) days' written notice, the parties to this Agreement and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address.

If to City:	City of Oxnard 300 West Third Street Oxnard, California 93030 Attention: City Manager Tel. No.: (805) 385-7430 Fax No.: (805) 385-7595
with a copy to:	City of Oxnard 214 S C Street Oxnard, California 93030 Attention: Community Development Director Tel. No.: (805) 385-7877 Fax No.: (805) 385-7854
And with a copy to:	City of Oxnard 305 West Third Street Oxnard, California 93030 Attention: City Attorney Tel. No.: (805) 385-7483 Fax No.: (805) 385-7423
If to the Developer:	Bob Bierig Canessa Capital 1334 Anacapa Street Santa Barbara, CA 93101
With a copy to:	Jeff Douglas 108 Encino Avenue Camarillo, CA 93010
And with a copy to:	Dennis Hardgrave 434 Park Cottage Place Camarillo, California 93012
And with a copy to:	Abram Roy LLP 24025 Park Sorrento, Suite 460 Calabasas, CA 91302 Attn: Dennis Roy, Esq.

(b) Severability. If any part of this Agreement is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part. The City and the Developer intend and desire that the remaining parts of this Agreement continue to be effective without any part or parts that have been declared invalid.

(c) Entire Agreement; Conflicts. This Agreement, together with the Applicable Rules, represents the entire agreement between the City and the Developer with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the City and the Developer with respect to the matters contained in this Agreement. Should any or all of the provisions of this Agreement be found to be in conflict with any other provision or provisions found in the Applicable Rules or the Subsequent Applicable Rules, including, without limitation, the Teal Club Specific Plan, then the provisions of this Agreement shall govern and prevail.

(d) Further Assurances. The City and the Developer agree to perform, from time to time, such further acts and to execute and deliver such further instruments as are reasonably necessary to effect the intents and purposes of this Agreement, provided that the intended obligations of the City and the Developer are not thereby modified in any material respect.

(e) Inurement and Assignment. This Agreement shall inure to the benefit of and bind the successors and assigns of the City and the Developer, and the applicable portion thereof shall be assigned by the Developer to any party or parties purchasing all or any part of the Property, or any interest therein, and such successor party shall acquire the Property, or the applicable portion thereof subject to this Agreement. In furtherance of the foregoing, the parties acknowledge and confirm that the specific rights and obligations of this Agreement shall be deemed covenants running with the land that concern and affect the Property. Prior to Developer's assignment of any rights, duties or obligations under this Agreement, the Developer shall present information to the City reasonably demonstrating that the proposed successor and/or assignee has the financial ability and experience to fulfill those specific rights, duties and obligations under the Agreement that the successor and/or assignee would assume. City shall have the right to approve the proposed successor and/or assignee, provided that the City's approval may not be unreasonably withheld, conditioned or delayed. In connection with any proposed assignment of the Property and this Agreement, or a portion thereof, Developer shall provide not less than fifteen (15) business days advance notice of the proposed assignment to City and shall provide all necessary documentation requested by the City as provided above. Such transfer shall not occur until approved by the City; provided, that, notwithstanding anything herein to the contrary, the following homebuilders and their subsidiaries and controlled affiliates operating under their brand name are hereby pre-approved for assignment of all or any portion of this Agreement and all rights, duties and obligations of Developer hereunder: Lennar Homes, KB Homes, DR Horton and Tri-Pointe Homes. Upon the close of escrow for transfer of the Property or the relevant portion thereof, the assignee shall assume the assigned or delegated rights and obligations under this Agreement pursuant to a form of assignment and assumption agreement approved by the City, which approval shall not be unreasonably withheld or conditioned. Except with respect to any assignment of Developer's rights or obligations hereunder in connection with the transfer of the portion of the Property affected thereby, no party shall have the right to assign or otherwise transfer its rights or obligations hereunder and any such attempted assignment or transfer shall be void. Any permitted assignee shall succeed to all the rights and remedies of Developer hereunder, including, but not limited to, the specific performance of this Agreement. Once such approved assignment or succession has occurred and the assignee or successor in interest has agreed to accept the applicable obligations under this

Agreement, the obligations of Developer shall become several and Developer shall be released from its obligations under this Agreement that have been assumed by the assignee or successor in interest with respect to the Property, or portion thereof, so transferred, and a default by one successor under this Agreement as to one portion of the Property shall not be a default as to Developer or a default as to another successor on another portion of the Property. Notwithstanding any language in this Section 22 to the contrary, any limitations imposed by this Agreement on the issuance of certificates of occupancy and building permits for market rate Dwelling Units until a specific number of affordable units have been constructed, the Phase 1 Public Park has been constructed and/or the Farmland Mitigation Fee or applicable portion thereof has been paid, shall apply against the entire Property until each of these specific obligations have been satisfied, and no portion of the Property may be developed free of those limitations until such obligation is fully discharged. Upon the completion of any phase or tract of development of the Project as reasonably determined by the City, the City shall release that completed phase or tract from further obligations under this Agreement. The release of a completed phase or tract from further obligations under this Agreement does not release that phase or tract from any applicable and duly executed and recorded conditions, covenants and restrictions or any on-going environmental mitigation measures that are a specific obligation of that completed phase or tract, as required by applicable Project environmental documents. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall terminate as to any Dwelling Unit which has been finally subdivided, constructed, issued a certificate of occupancy, and sold, except as to the affordable housing covenants, if any, which may exist against such Dwelling Units. Upon such sale, the Dwelling Unit shall be released from and shall no longer be subject to or burdened by the provisions of this Agreement. The provisions of this Section 22(e) shall be self-executing and shall not require the execution or recordation of any further document or instrument.

(f) Negation of Agency. The City and the Developer acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint venturers, partners or employer/employee.

(g) Attorneys' Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief and any reference proceeding provided for herein, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including, but not limited to telephone calls, photocopies, expert witness, travel, and reasonable attorneys' fees and costs to be fixed by the court. Such recovery shall include, but not limited to, court costs, out-of-pocket expenses and attorneys' fees on appeal, if any. The court shall determine who is the "prevailing party," whether or not the dispute or controversy proceeds to final judgment. If the City or Developer is reasonably required to incur such out-of-pocket expenses and attorneys' fees as a result of any claim arising out of or concerning a breach of this Agreement, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorneys' fees whether or not an action is filed or pursued to judgment.

(h) Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of such waiver is sought.

(i) Force Majeure. In the event of changed conditions, litigation filed to challenge the Project approvals, changes in local, state or federal laws or regulations, floods, delays due to strikes, inability to obtain materials, civil commotion, fire, acts of God, or other circumstances which interfere in any material respect with carrying out the Project or with the ability of either the City or the Developer to perform its obligations under this Agreement, and which are not due to actions on the part of the party seeking an extension of time for performance and which are beyond the reasonable control of that party (collectively, “**Force Majeure Events**”), the Developer and the City agree to bargain in good faith to modify this Agreement as may be necessary to achieve the goals and preserve the original intent of this Agreement, and the party experiencing such delay shall have such additional time to perform its obligations hereunder as may be reasonably necessary following conclusion of the event of delay.

(j) Section Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(k) [Reserved]

(l) Counterparts. This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(m) Indemnification. The Developer agrees, as a condition of approval of this Agreement, to indemnify, defend and hold harmless at the Developer’s expense, the City, the City Council, and the City’s agents, officers and employees from and against any claim, action or proceeding commenced within the applicable time period, to challenge, attack, set aside, void or annul the approval of this Agreement, the Teal Club Specific Plan or EIR. The City shall promptly notify Developer of any such claim, action or proceeding of which the City receives notice, and, as a condition to the Developer’s obligations hereunder, the City shall cooperate fully and timely with Developer in the defense thereof. Developer shall provide a joint defense to the City and Developer with counsel acceptable to the City to defend both the City and Developer, which City approval shall not be unreasonably withheld, conditioned or delayed. The City may, in its sole discretion and at its sole expense, elect to also participate in the defense of any such claim, action or proceeding, but such participation shall not relieve the Developer of the obligations of this Section or increase the defense costs of Developer. Developer shall have the right to terminate further defense of this Agreement, the Teal Club Specific Plan or the EIR, or any portion thereof, but, in that event, City shall have no further obligation to defend such portion of the entitlements or agreements of Developer, and City may elect to allow that portion of those provisions or entitlements to terminate. The filing of any third party lawsuit(s) against City or Developer relating to this Agreement, the Applicable Rules, any subsequent project approvals or other development issues or approvals affecting the Property shall not delay or stop the development, processing or construction of the Project, approval of any future Discretionary

Approvals, or issuance of future permits or approvals, unless the third party obtains a court order preventing the activity. City shall not stipulate to or cooperate in the issuance of any such order.

(n) Intentionally Omitted.

(o) Estoppel Certificates. Within ten (10) business days following the receipt by City of a written request by Developer, the City shall execute and deliver to the requesting Developer a statement (an "estoppel certificate") certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the City alleges that specified (date and nature) defaults exist. The estoppel certificate shall also provide any other reasonable information requested. The failure to timely deliver a requested estoppel certificate shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Developer, and that there are no uncured defaults in the performance of the requesting Developer, except as may be represented by the requesting Developer. The requesting Developer shall pay to City all reasonable administrative costs incurred by City in connection with the issuance of estoppel certificates under this Section prior to City's issuance of such certificates. Any such certificate may be and is intended to be relied upon by any person, including, but not limited to, the other party, potential purchasers or lessees of all or any part of the Property, lenders or potential lenders. The City Manager shall be authorized to execute any estoppel certificate hereunder on behalf of City without further authorization or hearing.

(p) Dates for Performance. The time in which any act under this Agreement is to be done shall be computed by excluding the first and including the last day. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for in this Agreement fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday. For the purposes of this Agreement, the word "day" shall mean "calendar" day and the phrase "business day" shall mean those days on which the Ventura County Superior Court is open for business.

(q) Reference of California Law. Unless expressly stated to the contrary, all references to statutes herein are to the California codes.

(r) Time of Essence. Time is of the essence of this Agreement, and all performances required hereunder shall be completed within the time periods specified.

[Signatures begin on next page]

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

THE ROBERT AND JOAN BORCHARD 2006
REVOCABLE FAMILY TRUST U/D/T
DATED NOVEMBER 27, 2006

F. Robert Borchard, Trustee

Joann M. Borchard, Trustee

BORCHARD FAMILY 2024 REVOCABLE+
TRUST DATED FEBRUARY 23, 2024,

Joseph Eugene Borchard, Trustee

Janice Loree Borchard, Trustee

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

84670.001 - 430415.4 84670.001 - 397351.7

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County of Los Angeles)

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WITNESS my hand and official seal.

Signature

Paul E. Borchard,
a married man as his sole and separate property

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

T & J HENSON FAMILY TRUST UNDER
DECLARATION OF TRUST DATED
SEPTEMBER 19, 2006,

Frances Joan Henson, Trustee

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State of California)
County of Los Angeles)

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

THE ANDERSON FAMILY TRUST
AGREEMENT, DATED AUGUST 25, 1998,

Gerald J. F. Anderson, Trustee

Margaret M. Anderson, Trustee

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

Superseded Signature Intentionally Omitted

Intentionally Omitted Jurat in Connection with Superseded Signature

By: _____
Name: _____
Its: _____

State of California)
County of Los Angeles)

Ian Alexander Bierig,
an unmarried man

NICOLE E. BIERIG TRUST DATED
JUNE 8, 2016,

Nicole Elizabeth Bierig Jordan, formerly known
as Nicole E. Bierig, Trustee

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

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State of California)
County of Los Angeles)

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

WITNESS my hand and official seal.

Signature

THE ROBERT AND JOANN BORCHARD
2006 REVOCABLE FAMILY TRUST DATED
NOVEMBER 27, 2006,

F. Robert Borchard, Trustee

Joann M. Borchard, Trustee

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State of California)
County of Los Angeles)

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County of Los Angeles)

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WITNESS my hand and official seal.

Signature

TRUST AGREEMENT DATED DECEMBER
15, 1992, KNOWN AS THE “DEMPSEY 1992
TRUST”

Kevin P. Dempsey, Trustee

Elizabeth A. Dempsey, Trustee or
Successor in Trust

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State of California)
County of Los Angeles)

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

DEVERICKS 1994 REVOCABLE FAMILY
TRUST UNDER DECLARATION OF TRUST
DATED DECEMBER 14, 1994,

Richard Devericks, Co-Trustee

Ellen Devericks, Co-Trustee

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State of California)
County of Los Angeles)

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

EDWARD AND JEANNE MYERS 1999
FAMILY TRUST UNDER DECLARATION OF
TRUST DATED OCTOBER 28, 1999

Edward D. Myers, Co-Trustee

Jeanne M. Myers, Co-Trustee

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State of California)
County of Los Angeles)

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

DEVERICKS 1994 REVOCABLE FAMILY
TRUST DATED DECEMBER 14, 1994,

Ellen C. Devericks, Trustee

Richard B. Devericks, Trustee

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

1999 MEYERS FAMILY TRUST DATED
OCTOBER 28, 1999

Jeanne M. Myers, Trustee

Edward Myers, Trustee

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State of California)
County of Los Angeles)

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State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature

DEMPSEY 1992 TRUST DATED
DECEMBER 15, 1992,

Elizabeth A. Dempsey, Trustee

Kevin Dempsey, Trustee

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature

J & P DOUGLAS FAMILY TRUST DATED
DECEMBER 4, 1998,

Jeffrey C. Douglas, Trustee

Mary Patricia Douglas, Trustee

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature

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State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature

Joan Henson,
a married woman, as her sole and separate
property

Margaret M. Anderson,
a married woman, as her sole and separate
property

Paul Borchard,
a married man, as his sole and separate property

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State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature

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State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature

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State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature

DEVELOPER:

BORCHARD CORNER, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature

CITY:

CITY OF OXNARD,
a municipal corporation of the State of
California

By: _____
Name: Luis A. McArthur
Title: Mayor

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature

ATTEST:

Luly Lopez,
City Clerk

Stephen Fischer,
City Attorney

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature

Exhibit A

Legal Description of Property

BORCHARD PROPERTY (APN 183-0-070-06, 07, 14 & 24)

That parcel of land in the City of Oxnard and County of Ventura, State of California, described in Quitclaim Deed recorded on February 23, 2010 as Instrument No. 20090223-00023244, of Official Records, in the Office of the County Recorder of said County and described as follows:

Lots 133, 158, 159, 160, partly in the City of Oxnard, County of Ventura and partly in the County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the office of the County Recorder of said County.

EXCEPT that portion of said Lot 160 as conveyed to Ralph W. Borchard and Helen M. Borchard, by the Grant Deed recorded on July 20, 1953, in Book 1145, at Page 293 of Official Records and described as follows:

Beginning at a county standard monument set at the intersection of the West line of Ventura Road with the South line of North Road, as designated and delineated upon the above described Map, from which a nail set at the Northeast corner of said Lot 160 bears North 20.00 feet distant; thence from said point of beginning.

1st: North 89° 59' 30" West 365.00 feet along the South line of said North Road to a 3/4 inch iron pipe; thence leaving said South line,

2nd: South 410.00 feet to a 3/4 inch iron pipe; thence,

3rd: South 89° 59' 30" East 365.00 feet to a 3/4 inch iron pipe set in the West line of said Ventura Road; thence along said West line,

4th: North 410.00 feet to the Point of Beginning and containing 3.44 acres of land.

ALSO EXCEPT the interest in and to that portion of said Lot 133 as conveyed to the City of Oxnard, a municipal corporation, by the Grant Deed recorded on September 2, 1977, in Book 4938, Page 9 of Official Records and described as follows:

A portion of Lot 133, Patterson Ranch, in the County of Ventura, State of California, as per map recorded in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County, described as follows:

84670.001 - 430415.4 84670.001 - 397351.7

Beginning at the Southeast corner of said Lot 133; thence northerly along the East line of said Lot,

1st: North 20 feet to a point; thence leaving said east line,

2nd: South 45° 00' 00" West 26.25 feet to a point on the Southerly line of said Lot 133; thence along said Southerly line,

3rd: East 17.00 feet to the point of beginning.

EXCEPTING THEREFROM all tile, pipe, conduits, and drains, laid, installed or placed in, through or across said land, or portion thereof.

ALSO EXCEPT the interest in and to those portions of said land lying within Teal Club Road, Patterson Road, and North Road, as said roads are shown on said Map, conveyed to Ventura County as and for public highways by deed recorded November 7, 1913, in Book 139, Page 169 of Deeds, in said Office.

ALSO EXCEPT an undivided 7/120 interest in the water well and pumping plant located on said Lot 160, as conveyed to Ralph W. Borchard and Helen M. Borchard, by deed recorded on July 20, 1953, in Book 1145, Page 293 of Official Records in said Office.

ALSO EXCEPT all tile, pipe, conduits and drains now laid, installed or placed in, through or across said land, or any portion thereof, as reserved by the Patterson Ranch Company, in Deeds recorded December 5, 1913, in Book 142, Page 40 of Deeds; December 5, 1913, in Book 142, Page 41 of Deeds; December 8, 1913, in Book 142, Page 52 of Deeds; and January 10, 1917, in Book 155, Page 43 of Deeds in said Office.

ALSO EXCEPTED and excluded from said land and reserved to Grantors is Grantors' right, title and interest, if any, in and to all oil, gas, petroleum, metals, minerals, steam, hydrocarbon substances, subsoil products, fissionable substances, and other minerals, materials and substances except water in, under, produced or saved from the Subject Property or the top 500 feet of the subsurface.

ALSO EXCEPT the oil, gas, other hydrocarbon substances and minerals in and under said land, but without the right to enter on the surface thereof or within five hundred (500) feet beneath the surface, as partially granted in the Grant Deeds recorded on December 23, 1980, in Book 5801, Page 36 and in Book 5801, Page 38; and recorded on December 30, 1980, in Book 5804, Page 774 – all of Official Records, in said Office.

ALSO EXCEPT any interest in and to the oil, gas, other hydrocarbon substances and

84670.001 - 430415.4 84670.001 - 397351.7

minerals in and under said land, but without the right to enter on the surface thereof or within five hundred (500) feet beneath the surface, as partially granted in the Quitclaim Deeds recorded December 12, 2007, as Document No. 20071212-00224961 and as Document No. 20071212-224962 both of Official Records, in said Office.

ALSO EXCEPT the interest in and to that portion of said Lot 158 as conveyed to the Oxnard School District, a California Public School District, by the Grant Deed recorded on April 30, 2018, as Instrument No. 20180430-00049494, of Official Records and described as follows:

That portion of Lot 158 in the County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwestern corner of said Lot 158, said point being shown on Record of Survey filed in Book 56, Page 73 and 74 of Records of Survey, in the Office of the County Recorder of said County, being the Northeasterly terminus of that line shown on said Survey map as North 01° 14' 09 East 970.51 feet; thence,

1st: Along the Westerly line of said Lot 158, South 01° 14' 09" West, 970.51 feet to the Southwesterly corner of said Lot 158; thence,

2nd: Along the Southerly line of said Lot 158, South 88° 47' 08" East, 1121.95 feet, thence,

3rd: North 01° 14' 09 East, 970.44 feet to a point on the Northerly line of said Lot 158; thence,

4th: Along said Northerly line, North 88° 46' 55", 1121.95 feet to the **Point of Beginning.**

TOGETHER WITH the interest in and to that portion of said Lot 160, in the City of Oxnard and the County of Ventura, State of California as conveyed to Ralph W. Borchard and Helen M. Borchard, by the Grant Deed recorded on July 20, 1953, in Book 1145, at Page 293 of Official Records and described as follows:

A part Lot 160 of the Patterson Ranch Subdivision being a part of the Rancho El Rio de Santa Clara O' La Colonia and recorded in Book 8 of Miscellaneous Records (Maps) at Page 1 and more particularly described as follows,

Beginning at a county standard monument set at the intersection of the West line of Ventura Road with the South line of North Road, as designated and delineated upon the above described Map, from which a nail set at the Northeast corner of said Lot 160 bears North 20.00 feet distant; thence from said point of beginning.

1st: North 89° 59' 30" West 365.00 feet along the South line of said North Road to a 3/4 inch iron pipe; thence leaving said South line,

2nd: South 410.00 feet to a 3/4 inch iron pipe; thence,

3rd: South 89° 59' 30" East 365.00 feet to a 3/4 inch iron pipe set in the West line of said Ventura Road; thence along said West line,

4th: North 410.00 feet to the Point of Beginning and containing 3.44 acres of land.

Together with a 7/120ths interest in the water well and pumping plant located on the remainder of said Lot 160 and

Together with the right to have and take from said well and well site, waters therefrom, over and across the present and existing right of way for pipe lines and with the further right to go on the remainder of said Lot 60 for the purpose of maintaining, operating, repairing and replacing said pipe line.

The above described parcel of land is delineated on the attached Exhibit "B".

William T. Hurdle

William T. Hurdle
PLS 5453

8 - 9 - 2024

Date



Exhibit A-1

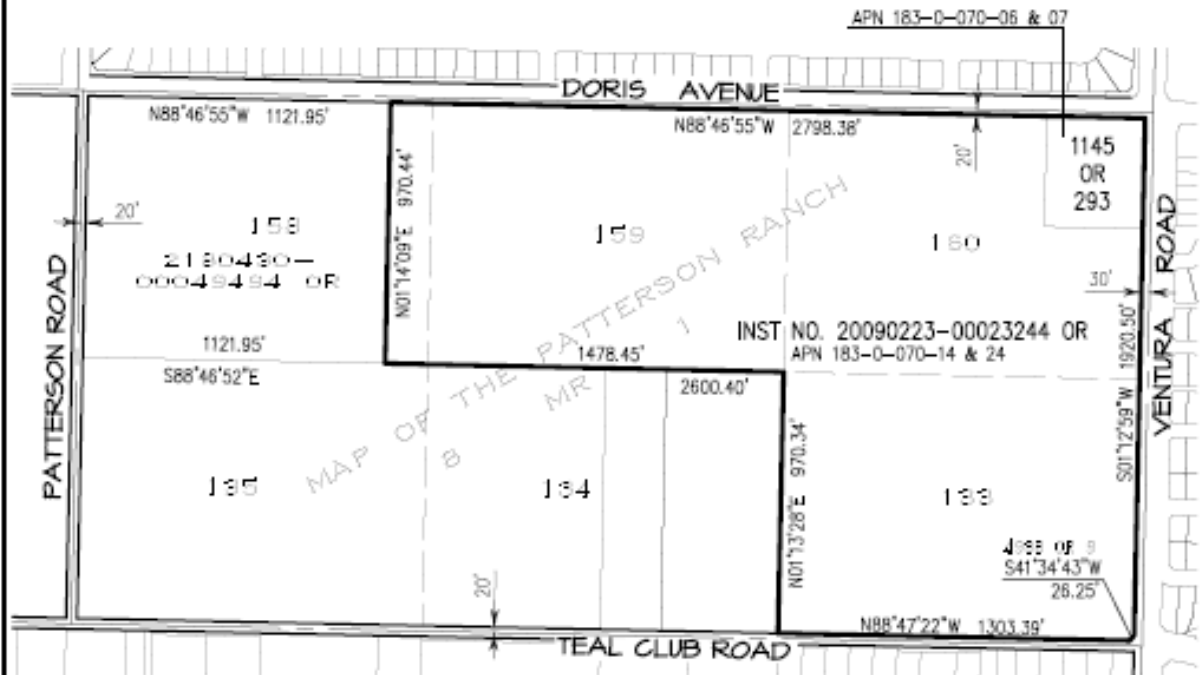
Depiction of Property

84670.001 - 430415.4 84670.001 - 397351.7

EXHIBIT "B"

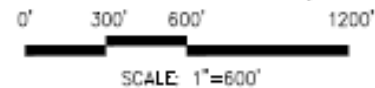
SHEET 1 OF 1

(APN'S: 183-0-070-06, 07, 14 & 24)



SURVEYOR'S NOTE

THE COURSES AND DISTANCES SHOWN HEREON REFLECT RECORD DATA PER THE WRITTEN DEEDS, AND ARE NOT THE RESULTS OF A FIELD SURVEY, OR MATHEMATICALLY CLOSED BOUNDARY SURVEY.



LEGEND

APN ASSESSORS PARCEL NUMBER
MR MISCELLANEOUS RECORD
OR OFFICIAL RECORDS

HATCHED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

William T. Hurdle

8 - 9 - 2024

WILLIAM T. HURDLE
PLS 5453

DATE



JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977

84670.001 - 430415.4 84670.001 - 397351.7

Exhibit B

Legal Description of Teal Club Specific Plan Property

BORCHARD, BASSO, KOHARA & CERRATO PROPERTIES

BORCHARD PROPERTY (APN 183-0-070-06, 07, 14 & 24)

That parcel of land in the City of Oxnard and County of Ventura, State of California, described in the Quitclaim Deed recorded on February 23, 2010 as Instrument No. 20090223-00023244, of Official Records, in the Office of the County Recorder of said County and described as follows:

Lots 133, 158, 159, 160, partly in the City of Oxnard, County of Ventura and partly in the County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the office of the County Recorder of said County.

EXCEPT that portion of said Lot 160 as conveyed to Ralph W. Borchard and Helen M. Borchard, by the Grant Deed recorded on July 20, 1953, in Book 1145, at Page 293 of Official Records and described as follows:

Beginning at a county standard monument set at the intersection of the West line of Ventura Road with the South line of North Road, as designated and delineated upon the above described Map, from which a nail set at the Northeast corner of said Lot 160 bears North 20.00 feet distant; thence from said point of beginning.

1st: North 89° 59' 30" West 365.00 feet along the South line of said North Road to a 3/4 inch iron pipe; thence leaving said South line,

2nd South 410.00 feet to a 3/4 inch iron pipe; thence,

3rd South 89° 59' 30" East 365.00 feet to a 3/4 inch iron pipe set in the West line of said Ventura Road; thence along said West line,

4th North 410.00 feet to the Point of Beginning and containing 3.44 acres of land.

ALSO EXCEPT the interest in and to that portion of said Lot 133 as conveyed to the City of Oxnard, a municipal corporation, by the Grant Deed recorded on September 2, 1977, in Book 4938, at Page 9 of Official Records and described as follows:

A portion of Lot 133, Patterson Ranch, in the County of Ventura, State of California, as per map recorded in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Southeast corner of said Lot 133; thence northerly along the East line of said Lot,

1st: North 20 feet to a point; thence leaving said east line,

2nd: South 45° 00' 00" West 26.25 feet to a point on the Southerly line of said Lot 133; thence along said Southerly line,

3rd: East 17.00 feet to the point of beginning.

EXCEPTING THEREFROM all tile, pipe, conduits, and drains, laid, installed or placed in, through or across said land, or portion thereof.

ALSO EXCEPT the interest in and to those portions of said land lying within Teal Club Road, Patterson Road, and North Road, as said roads are shown on said Map, conveyed to Ventura County as and for public highways by deed recorded on November 7, 1913, in Book 139, at Page 169 of Deeds, in said Office.

ALSO EXCEPT an undivided 7/120 interest in the water well and pumping plant located on said Lot 160, as conveyed to Ralph W. Borchard and Helen M. Borchard, by deed recorded on July 20, 1953, in Book 1145, at Page 293 of Official Records in said Office.

ALSO EXCEPT all tile, pipe, conduits and drains now laid, installed or placed in, through or across said land, or any portion thereof, as reserved by the Patterson Ranch Company, in Deeds recorded December 5, 1913, in Book 142, Page 40 of Deeds; December 5, 1913, in Book 142, Page 41 of Deeds; December 8, 1913, in Book 142, Page 52 of Deeds; and January 10, 1917, in Book 155, Page 43 of Deeds in said Office.

ALSO EXCEPTED and excluded from said land and reserved to Grantors is Grantors' right, title and interest, if any, in and to all oil, gas, petroleum, metals, minerals, steam, hydrocarbon substances, subsoil products, fissionable substances, and other minerals, materials and substances except water in, under, produced or saved from the Subject Property or the top 500 feet of the subsurface.

ALSO EXCEPT the oil, gas, other hydrocarbon substances and minerals in and under said land, but without the right to enter on the surface thereof or within five hundred (500) feet beneath the surface, as partially granted in the Grant Deeds recorded on December 23, 1980, in Book 5801, Page 36 and in Book 5801, Page 38; and recorded on December 30, 1980, in Book 5804, Page 774 – all of Official Records, in said Office.

ALSO EXCEPT any interest in and to the oil, gas, other hydrocarbon substances and minerals in and under said land, but without the right to enter on the surface thereof or within five hundred (500) feet beneath the surface, as partially granted in the Quitclaim Deeds recorded December 12, 2007, as Document No. 20071212-00224961 and as Document No. 20071212-224962 both of Official Records, in said Office.

ALSO EXCEPT the interest in and to that portion of said Lot 158 as conveyed to the Oxnard School District, a California Public School District, by the Grant Deed recorded on April 30, 2018, as Instrument No. 20180430-00049494, of Official Records and described as follows:

That portion of Lot 158 in the County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwesterly corner of said Lot 158, said point being shown on Record of Survey map filed in Book 56, at Pages 73 and 74 of Records of Survey, in the Office of the County Recorder of said County, being the Northeasterly terminus of that line shown on said Survey map as North 01° 14' 09 East 970.51 feet; thence,

1st: Along the Westerly line of said Lot 158, South 01° 14' 09" West, 970.51 feet to the Southwesterly corner of said Lot 158; thence,

2nd: Along the Southerly line of said Lot 158, South 88° 47' 08" East, 1121.95 feet, thence,

3rd: North 01° 14' 09 East, 970.44 feet to a point on the Northerly line of said Lot 158; thence,

4th: Along said Northerly line, North 88° 46' 55", 1121.95 feet to the **Point of Beginning**.

TOGETHER WITH the interest in and to that portion of said Lot 160, in the City of Oxnard and the County of Ventura, State of California as conveyed to Ralph W. Borchard and Helen M. Borchard, by the Grant Deed recorded on July 20, 1953, in Book 1145, at Page 293 of Official Records and described as follows:

A part Lot 160 of the Patterson Ranch Subdivision being a part of the Rancho El Rio de Santa Clara O' La Colonia and recorded in Book 8 of Miscellaneous Records (Maps) at Page 1 and more particularly described as follows,

Beginning at a county standard monument set at the intersection of the West line of Ventura Road with the South line of North Road, as designated and delineated upon the above described Map, from which a nail set at the Northeast corner of said Lot 160 bears North 20.00 feet distant; thence from said point of beginning.

1st: North 89° 59' 30" West 365.00 feet along the South line of said North Road to a 3/4 inch iron pipe; thence leaving said South line,

2nd: South 410.00 feet to a 3/4 inch iron pipe; thence,

3rd: South 89° 59' 30" East 365.00 feet to a 3/4 inch iron pipe set in the West line of said Ventura Road; thence along said West line,

4th: North 410.00 feet to the Point of Beginning and containing 3.44 acres of land.

Together with a 7/120ths interest in the water well and pumping plant located on the remainder of said Lot 160 and

Together with the right to have and take from said well and well site, waters therefrom, over and across the present and existing right of way for pipe lines and with the further right to go on the remainder of said Lot 60 for the purpose of maintaining, operating, repairing and replacing said pipe line.

BASSO PROPERTY (APN 183-0-070-11)

That parcel of land in the County of Ventura, State of California described in the Quitclaim Deed recorded on September 19, 2023 as Instrument No. 2023000062656, of Official Records, and shown on Record of Survey map filed in Book 56, at Pages 73 and 74 of Records of Survey, both in the office of the County Recorder of said county and described as follows:

Lot 135 and the West half of Lot 134 of the Patterson Ranch as said lots are designated and delineated upon that certain Map entitled, "Map of Subdivision of the Patterson Ranch, Ventura County, Cal." and recorded in the Office of the County Recorder of said Ventura County, in Book 8 of Miscellaneous Records (Maps) at page 1, et seq.

EXCEPT those portions thereof lying within Teal Club Road and Patterson Road, as conveyed to Ventura County as and for public highways by deed recorded on November 7, 1913, in Book 139, at Page 169 of Deeds, in said Office.

ALSO EXCEPT an undivided 4/7th interest in and to the following described well site for so long as all or any portion of said Lots 136 and 157, Patterson Ranch, is used for agricultural purposes and upon termination of the use thereof for such purposes all interest in said well site to automatically terminate. Said well site is more particularly described as follows:

Part of Lot 135 of said Patterson Ranch, described as follows:

Beginning at a point in the North line of said Lot 135 distant thereon East 720.3 feet from the East line of Patterson Road, 40 feet wide; thence from said point of beginning and along said North line,

1st: East 20 feet to a point; thence at right angles,

2nd: South 20 feet to a point; thence at right angles,

3rd: West 20 feet to a point; thence at right angles,

4th: North 20 feet to the point of beginning.

KOHARA PROPERTY (APN 183-0-070-13)

That parcel of land in the County of Ventura, State of California recorded on November 28, 1994 as Document No. 94-189088, of Official Records, and shown on Record of Survey filed in Book 56, at Pages 73 and 74 of Records of Survey, both in the Office of the County Recorder of said County and described as follows:

The Westerly 224.53 feet of the Easterly one-half of Lot 134 of the Patterson Ranch, in the County of Ventura, State of California, as per Map recorded in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County.

EXCEPT the Southerly 20 feet thereof.

ALSO EXCEPT one-half of the minerals, oil, gas, or other hydrocarbon substances in and under said land, without, however, any right of surface entry or any right of entry and to the subsurface thereof at a depth of less than 500 feet beneath the surface for the development or removal of said substances, as reserved by Esther Dorothy Sutton, a married woman as her sole and separate property, in Deed recorded on March 31, 1964 as Document No. 21113 in Book 2512, at Page 76 Official Records, in said Office.

CERRATO PROPERTY (APN 183-0-070-12)

That parcel of land in the County of Ventura, State of California conveyed in the Grant Deed recorded on May 15, 2023 as Instrument No. 2023000033551, of Official Records, and shown on Record of Survey filed in Book 56, at Pages 73 and 74 of Records of Survey, both in the Office of the County Recorder of said County and described as follows:

The East one-half of Lot 134 of the Patterson Ranch as said Lot is designated and delineated upon that certain Map entitled "Map of the Patterson Ranch", in the County of Ventura, State of California, recorded in the Office of the County Recorder of Ventura County, State of California, in Book 8 of Miscellaneous Records (Map) at Page 1.

EXCEPT therefrom the West 224.53 feet.

ALSO EXCEPT the Southerly 20.00 feet thereof as reserved for public road purposes.
AND ALSO EXCEPT therefrom one-half of the minerals, oil, gas, or other hydrocarbon substances in and under said land, without, however, any right of surface entry or any right of entry in and to the subsurface thereof, at a depth of less than 500 feet beneath the surface for the development or removal of said substances, as reserved in the Deed recorded on March 31, 1964 as Instrument No. 21115 in Book 2512, at Page 80, of Official Records, in said Office.

The above described parcels of land are delineated on the attached Exhibit "B".

84670.001 - 430415.4 84670.001 - 397351.7

William T. Hurdle

William T. Hurdle
PLS 5453

8 - 9 - 2024

Date



Exhibit B-1

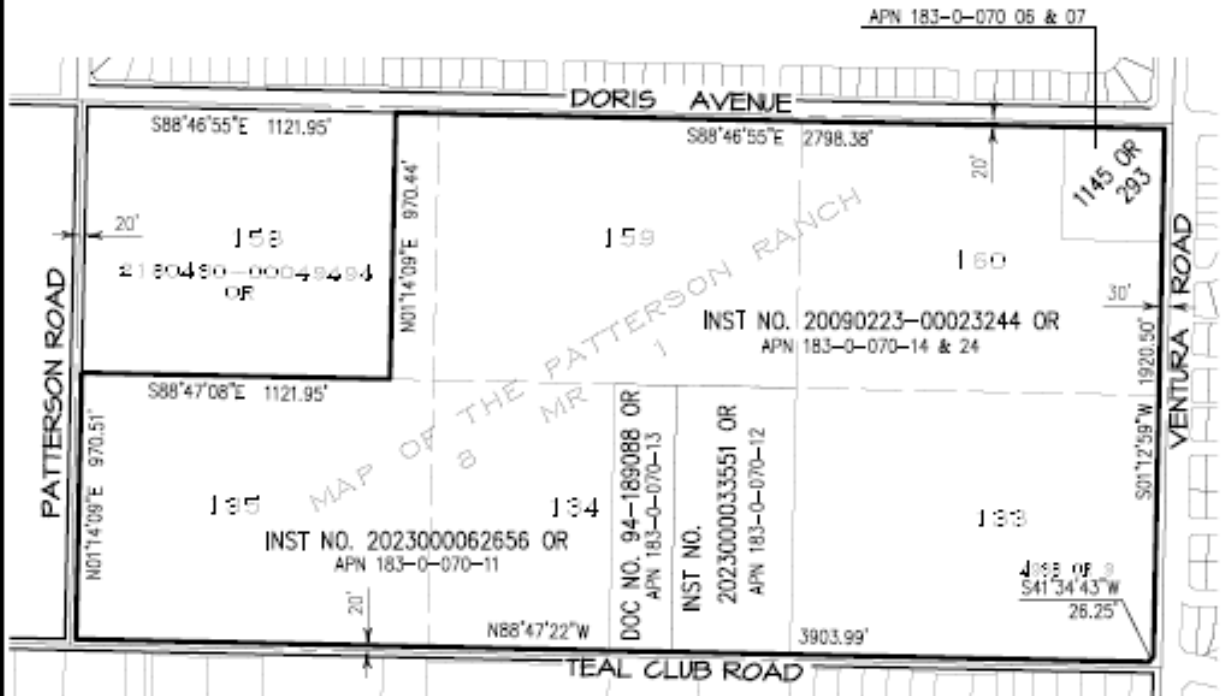
Depiction of Teal Club Specific Plan Property

84670.001 - 430415.4 84670.001 - 397351.7

EXHIBIT "B"

SHEET 1 OF 1

(APN'S: 183-0-070-06, 07, 11, 12, 13, 14 & 24)

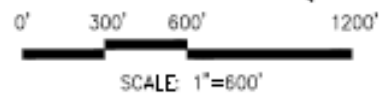


SURVEYOR'S NOTE

THE COURSES AND DISTANCES SHOWN HEREON REFLECT RECORD DATA PER THE WRITTEN DEEDS, AND ARE NOT THE RESULTS OF A FIELD SURVEY, OR MATHEMATICALLY CLOSED BOUNDARY SURVEY.

LEGEND

APN ASSESSOR'S PARCEL NUMBER
MR MISCELLANEOUS RECORD
OR OFFICIAL RECORDS



HATCHED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

William T. Hurdle

8 - 9 - 2024

WILLIAM T. HURDLE
PLS 5453

DATE



JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977

Exhibit C

Resolution No. 10,272 of City of Oxnard Concerning Credit in Lieu of Payment

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 10,272

A RESOLUTION OF THE CITY OF OXNARD ESTABLISHING A POLICY
CONCERNING CREDIT IN LIEU OF PAYMENT FOR FACILITIES
FEES AND REIMBURSEMENT FOR CONSTRUCTION OF PLANNED FACILITIES
FOR DRAINAGE, WASTEWATER, TRAFFIC CIRCULATION, AND WATER SYSTEMS.

WHEREAS, Division 1 of Article V-A of Chapter 27 of the Oxnard City Code provides that a person may receive credit in lieu of payment of facilities fees; and

WHEREAS, Division 1 of Article V of Chapter 27 of the Oxnard City Code provides that a subdivider required to install improvements containing supplemental capacity shall be reimbursed for that portion of the cost of the improvements, including an amount attributable to interest, in excess of the construction required for the subdivision;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES AS FOLLOWS:

1. Credit in lieu of payment of facilities fees and cash reimbursements provided herein shall be available to persons constructing drainage, wastewater conveyance, wastewater treatment, traffic circulation, and water facilities as a condition of development or subdivision, which are consistent with the City's master plans.

2. For the purposes of this resolution, the word "facilities" and the phrase "type of infrastructure" shall mean drainage, wastewater conveyance, wastewater treatment, traffic circulation, or water facilities constructed within the City.

3. When a person is required by the City to construct facilities consistent with the City's master plans, the cost of such facilities shall be either credited to such person in lieu of the payment of facilities fees or reimbursed to such person by the City.

4. The amount of the credit in lieu of payment of facilities fees shall be limited to the person's actual engineering and construction costs to construct the facilities and shall not exceed the amount of the estimated facilities fees. Facilities fees estimates shall be determined by the City by assuming the highest and best use of the parcels under the approved zoning at the time of subdivision map recordings. The actual engineering and

Resolution No. 10,272
Page 2

construction costs to construct the facilities shall be determined by the City based on and limited to unit costs and items established and revised from time to time by the Public Works Director.

5. A person who provides master planned facilities containing supplemental capacity, as provided in Section 27-79.1 of the Oxnard City Code, will be eligible for reimbursement based on the cost of the facilities used in calculating the facility fees in effect at the time of related map recordation; provided, however, that if the development is subject to a development agreement limiting or freezing facility fees, the person will be eligible for reimbursement based on the cost of the facilities used in calculating the facility fees in effect at the time of the development agreement, or as otherwise provided in the development agreement.

6. The person who provided the master planned facilities for which the credit was earned may use such credits to offset the amount of the facilities fees required to be paid by such person when such person receives a building permit. The credit may be used to offset facilities fees up to the full amount of each fee on parcels for which building permits are received by such person, but only with the project for which the facilities were provided, until the credits are exhausted.

7. If the master planned facilities were paid for from the proceeds of a special financing district formed after the date of adoption of Resolution No. 9797, September 19, 1989, such as an Assessment District or a Community Facilities District, then reimbursements or credits will be made pursuant to Resolution No. 9797 as follows:

(a) Any reimbursement will be paid to the bond redemption fund.

(b) Any in-lieu of fee credit will be granted to the properties which are assessed or taxed through the special financing district and will be applied only to future fees for those properties.

8. Whenever facilities fees are paid by others than the person with the credit for that subdivision, the City shall pay to such person with the credit the amount of the facilities fees paid until the credit is exhausted.

9. Any credit in lieu of payment of facilities fees or payment by the City pursuant to paragraph seven, shall apply only to each specific type of infrastructure fee, so that the cost of one type of conditioned infrastructure shall not be accepted as credit in lieu of payment of the fee for another type of infrastructure. For example, the cost of wastewater conveyance facilities shall be credited only to future wastewater conveyance facility fees, and not to wastewater treatment, water, drainage, or traffic circulation facilities fees.

10. If a person sells all the remaining undeveloped parcels of a subdivision for which that person earned a credit, such person may assign those credits to the buyer of the parcels by providing to the Public Works Director a written notice of the assignment at the time the sale is completed.

11. Any person required to construct master planned facilities shall be reimbursed by the City for the actual engineering and construction costs in excess of the estimated facilities fees, as described above. The City shall usually spread reimbursements over a period of one to ten years, with each annual disbursement being limited to the greater of twenty thousand dollars (\$20,000) or ten per cent (10%) of the original reimbursement amount. The City will pay interest on outstanding balances during a fiscal year at a rate determined by the Finance and Management Services Director based on the average for the fiscal year of the rates paid by the Local Agency Investment Fund.

12. When a person is required to provide supplement capacity in non-master planned facilities as part of the subdivision conditioning process, the City shall enter into an agreement with such person to provide reimbursement pursuant to Section 27-79.1 of the Oxnard City Code.

13. No credit or reimbursement shall be made unless a written request therefore is made to the Director of Public Works.

14. This resolution shall become effective on December 23, 1991.

15. Any person who owned a parcel on June 7, 1988, within a subdivision with a final map recorded on or before June 7, 1988, shall retain any credits in the amount that would have been assigned to the parcel under the policy in effect prior to June 7, 1988. After June 7, 1988, if such parcel is sold, the credit shall be retained by the owner as of June 7, 1988.

Resolution No. 10,272
Page 4

16. Resolution No. 9666, adopted March 28, 1989, is hereby repealed effective on the date this resolution becomes effective.

PASSED AND ADOPTED this 8th day of October, 1991, by the following vote:

AYES: Councilmembers Takasugi, Furr, Lopez, Maron

NOES: None

ABSENT: None

ABSTAIN: Councilman Plisky


NAO TAKASUGI, MAYOR

ATTEST:


NAO PLISKY, CITY CLERK

APPROVED AS TO FORM:


GARY L. GILLIG, CITY ATTORNEY

Exhibit D

Reimbursement Policy Statement



Development Services Department Master Planned Improvement Reimbursement Policy

DATE: July 6, 2010 (Updated 3/15/2017)
TO: Development Community
FROM: Development Services Manager
City of Oxnard
SUBJECT: Policy Concerning Requests for Credit In-Lieu of Payment for Facilities Fees and Reimbursement for Construction of Planned Facilities for Drainage, Wastewater, Traffic Circulation and Water Systems under City Resolution 10,272

I. BACKGROUND:

New development within the City results in the need to provide new or upgraded infrastructure (Wastewater, Water, Storm Drain, and Traffic) to provide the necessary capacity to serve these new developments. The City has prepared Citywide Master Plans for the Oxnard Wastewater, Water and Storm Drain systems that forecast the necessary "master-planned" improvements and associated costs to serve new development. The City has run computer traffic models and prepared cost estimates of the traffic improvements needed to mitigate the traffic impacts of new development. Based on these cost estimates, the City Council has determined the average cost impact of various types of new development on the City's infrastructure and implemented corresponding infrastructure impact fees to offset these impacts. These impact fees are imposed on new developments at the time building permits are issued. These fees are kept in separate accounts to be used to construct corresponding master-planned facilities.

Projects are sometimes conditioned to construct infrastructure improvements that are necessary to provide capacity to serve that project. If these conditioned improvements are determined to be master-planned improvements, the developer that constructed them is eligible to receive credits ("Fee Credits") for the construction costs that can be used to offset the corresponding impact fee. If the cost of the improvements exceeds the impact fees for full build-out of the project, then the developer is eligible to receive reimbursement ("Excess Reimbursement") for the excess costs.

II. POLICY:

The City Council of the City of Oxnard enacted Resolution ("Resolution") 10,272 to establish

guidelines for implementation of the Fee Credit and Excess Reimbursement processes. The resolution states the following general guidelines:

- a) Fee Credits in lieu of payment of facilities fees and Excess Reimbursements shall be made available to developer constructing the master-planned facilities.
- b) The reimbursable engineering and construction costs to construct the master-planned facilities shall be determined by the City based on, and limited to, unit costs and items established and revised from time to time by the City.
- c) Fee Credits can only be used for building permits within the project for which the master-planned facilities were provided.
- d) Fee Credits in lieu of payment can only be used for the specific type of infrastructure fee for which a credit was received. (e.g. Fee Credits for master-planned water improvements can only be used to offset water conveyance fees and not against traffic impact fees)
- e) Excess Reimbursement shall be paid out at 10% per year or \$20,000 per year whichever is greater. Interest on the outstanding balance shall accrue at the rate determined by the Finance Director based on the average for the rates paid by the Local Agency Investment Fund. ("LAIF")
- f) No Fee Credit or Excess Reimbursement shall be made unless a written request is made to the City.

III. IMPLEMENTATION:

The City has determined, in accordance with resolution 10,272:

- Reimbursement unit costs shall be established based on a developer providing a minimum of 3 competitive bids that include quantities and unit prices for each item of work. (e.g. 344 LF of 6" curb at \$6.32 per LF)
- This policy statement establishes which items of work are to be considered as reimbursable. (See "Reimbursable Items of Work" below)
- It is strongly recommended that a reimbursement request preparer meet with Development Services staff prior to beginning preparation of the reimbursement submittal package to discuss the specific reimbursements and receive additional project specific advice.

- a) **SUBMITTAL CHECKLIST:** (minimum requirements – additional items may be required based on project specific issues)

- ☐ Submittal shall be in bound format with dividers and a table of contents (3-ring binders work well to allow addition/replacement of pages)
- ☐ Copies of applicable approved sheets from construction drawings with reimbursable items highlighted in various colors (e.g. curb in red, asphalt in blue, sidewalk in yellow)
- ☐ Spreadsheet with a quantity take-off for reimbursable items on a sheet-by-sheet basis (e.g. Sheet 14 of 28 - 345' of 6" curb/18" gutter) This format allows for easy checking of quantity take-off numbers
- ☐ Copies of 3 independent bid proposals for all reimbursement items. Bid proposals can be separated by construction type (e.g. paving, landscaping, or engineering) but all items

- must have 3 proposals that are signed and dated.
- ☐ Copies of design professional contracts should have a separate line item for design of the master-planned improvements
- ☐ A spreadsheet(s) comparing submitted bids (broken up by infrastructure type) with subtotals and grand totals as appropriate
- ☐ Copy of signed contract with low bidder
- ☐ Executed copies of any change orders processed during construction. Large change orders may require multiple bids.
- ☐ Proof of full payment to the contractor (and design professionals) for all work associated with reimbursement request
- ☐ Additional documentation that preparer deems helpful in processing of reimbursement request

b) **REIMBURSABLE ITEMS OF WORK:**

- Must be a master-planned improvement
- Must be permanent (transitional traffic striping or an asphalt sidewalk are temporary)
- Nothing that primarily serves a private use (e.g. a left-turn pocket on a primary arterial that serves a commercial shopping center would not be reimbursable)
- Laterals off a master-planned pipelines (including fire hydrants) are not reimbursable
- Sidewalk, curb, gutter and similar improvements shall be calculated to center of curb return when the connecting street is not also a master-planned street
- **NON-REIMBURSABLE GENERAL ITEMS** - The following items are specifically identified as not reimbursable under this program:

- i) Premiums on Bonds
- ii) As-built processing costs
- iii) Overhead/Profit
- iv) City License
- v) Field Office
- vi) Supervision
- vii) City fees

- **REIMBURSABLE ITEMS** - The following items are generally reimbursable:

a) **Water:**

- i) Pipeline
- ii) Fittings (Tees, crosses, ells)
- iii) Valves
- iv) Reducers
- v) Blowoffs, airvacs
- vi) Engineering

b) **Wastewater:**

- i) Pipeline
- ii) Manholes
- iii) Manhole ring and cover

iv) Engineering

c) ***Storm Drain:***

- i) Pipeline
- ii) Manholes
- iii) Junction Structures
- iv) Headwalls
- v) Engineering

d) ***Traffic:***

- i) Curb, curb/gutter
- ii) Sidewalk
- iii) AC/Base
- iv) Median landscaping (parkway landscaping is not eligible)
- v) Median stamped concrete
- vi) Traffic Interconnect Conduit and wire
- vii) Signage and striping
- viii) Traffic Signals
- ix) Street lighting
- x) Engineering (Civil and Traffic)
- xi) Offsite (non-frontage) right-of-way

c) **FINAL APPROVAL:**

- When a final determination is made regarding Fee Credit and Excess Reimbursement amounts, the City will issue a letter memorializing the amount of reimbursable work and the method and timetable for reimbursement.
- The following must be complete prior to issuance of a final determination letter:
 - ☐ Acceptance of improvements by the City
 - ☐ Approval of reimbursement amounts
 - ☐ Approval of "As-Built" plans for the project



REIMBURSEMENT POLICY ACKNOWLEDGEMENT

NOTICE TO DEVELOPER (Please sign and return)

Master-planned infrastructure is subject to Fee Credit or Excess Reimbursement in accordance with City Resolution 10,272 and the City's Master-Planned Improvement Reimbursement Policy ("reimbursement policy"). Developer acknowledges receiving a copy of the City reimbursement policy. Developer is specifically reminded that the reimbursement policy requires developer to obtain a minimum of 3 competitive bids with unit prices for all work for which reimbursement will be requested. Developer will be reimbursed using unit prices from the low bidder based on a quantity take-off of the reimbursable work. Items of work that are reimbursable are generally outlined in the reimbursement policy.

Public improvements are public work, as defined in Chapter 1 of part 7 of Division 2 of the Labor Code, to which Labor Code section 1771 applies. Developer shall comply with all requirements of law applicable to such construction.

Read and Acknowledged:

By (Developer):

_____ (Signature) _____ (Date)

_____ (Print Name and Title)

_____ (Company) _____ (Project Planning Permit No.)

Revised 03/2017

Exhibit E

Local Preference Program for Phase 1 of Teal Club Specific Plan

(Local Buyer and Local Hire Preferences)

Local Preference Program for Phase 1 of Teal Club Specific Plan

(Local Buyer and Local Hire Preferences)

Program Intent: The City's Housing Element calls for the development of additional housing available to the City's residents and workforce who may be forced to travel long distances or live outside the community in which they work. The approval and build out of the Project will result in the development of up to 614 additional for sale housing units. The City and Developer agree that the implementation of this local preference program for the for sale housing units initially developed within the Property will help increase the availability of these new residences to persons who live or work within the City, including persons with documentation of current residency or employment within the City ("**Local Buyers**").

In addition, this local preference program will require the builders who construct the initial for-sale housing within each Planning Area within the Project (collectively, the "**Initial Builders**") to implement a methodology, subject to the City's reasonable approval, that facilitates the hiring of those local contractors, employees, and tradespeople that have a place of business located within the County of Ventura and who the Initial Builders determine have the necessary qualifications and who are selected on a competitive bid basis ("**Local Workers**") .

Under the portion of this local preference program applicable to the sale of housing within the Project, the Initial Builders will be required to undertake commercially reasonable steps to market and promote the availability of for-sale housing within their Planning Area offered by such Initial Builder to Local Buyers for a priority period of a minimum of thirty (30) days prior to the initial general release of the residences within the applicable Planning Area for sale. As a result of this marketing program, the local preference housing program is intended to promote the access of Local Buyers to these new residences and to reduce the influence of out-of-area investors on housing choice and availability that would otherwise occur. Such enhancement of the availability of new housing in the City to Local Buyers is part of the City's strategy for resolving the current imbalance between jobs and housing.

Local Preference Program Requirements:

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Local Buyers. Initial 30-Day Marketing Period to Local Buyers. To the extent and so long as permitted by applicable law, Developer hereby agrees, for itself and the Initial Builders, that all new for sale residential units constructed by an Initial Builder within a Planning Area shall be marketed first to Local Buyers for a minimum period of thirty (30) days. In connection with the foregoing, each Initial Builder shall implement a marketing plan intended to accomplish the following goals and criteria:

- Advance marketing to Local Buyers, such as through local media, presentations to local groups, and other marketing efforts geared to potential Local Buyers, for a minimum of 30 days prior to the initial release of any for-sale residences constructed by such Initial Builder to the larger market. The advance marketing shall instruct potential Local Buyers how to register their names on a priority interest list.
- Maintaining an on-going interest list composed of Local Buyers (“**Local Buyer Preference List**”) who have expressed interest in the purchase of a new residence from the affected Initial Builder within its Planning Area. Each Initial Builder shall maintain a separate interest list for its Planning Area, and shall add Local Buyers who subsequently express interest to the Initial Builder in purchasing within the applicable Planning Area to the Local Buyer Preference List for that Planning Area. Each of the Initial Builders also agree to add to its Local Buyer Preference List the names of additional Local Buyers that are provided by the City of Oxnard.
- The Initial Builders will initially limit the purchase of units within their Planning Area to Local Buyers for a period of 30-days following the initial availability of for-sale units within that Planning Area (the “**Initial Local Marketing Period**”). Following this Initial Local Marketing Period for each Planning Area, any Local Buyers that could not be accommodated during the initial 30 day period due to a lack of available housing units, shall remain on the Local Buyer Preference List, and those Local Buyers, together with any other Local Buyers thereafter added to the Local Buyer Preference List, shall be informed of the projected release date of any subsequent residential phases within the Planning Area by the Initial Builder not less than 30 days before the planned release of such subsequent residential phase for purchase by the general public. Following such notification of the pending release of a new phase of homes, the Initial Builders will be required to provide those Local Buyers then on their Local Buyer Preference List a minimum of 30 days to notify that Initial Builder of their continuing interest in the purchase of a home within their Planning Area and to become financially qualified for purchase of the residential unit that the Local Buyer has selected and to confirm the Local Buyer’s documented status as a Local Buyer. Following the 30 day Initial Local Marketing Period and following the expiration of the 30 day advance notice of the release of any subsequent phase of development, any residential units that are not under contract or reserved for purchase by a Local Buyer at the end of such 30 day period shall be available for purchase by any member of the public without further restriction or priority on a first come, first served basis. Any Local Buyer on the Local Buyer Preference List who is determined to lack the necessary financial qualifications to proceed with purchase of its chosen residence will be removed from the Local Buyer Preference List upon such

determination, and the Initial Builders shall have no obligation to thereafter continue to maintain such person on the Local Buyer Preference List.

- Each Initial Builder will conduct affirmative outreach as described above to Local Buyers for the first 30 days of the Initial Local Marketing Period applicable to its Planning Area . The Initial Builders will use local marketing channels to advertise the availability of the new residences, including use of such tools as direct mail, email, online and social media ads, radio, TV, promotional events, and outreach to local real estate agents, brokers, and realtors, and other standard, local commercial marketing tools, as applicable and appropriate. The Initial Builders agree that all marketing tools used in the first 30 day Initial Local Marketing Period will be limited in scope so that they are intended to target only Local Buyers. City agrees to assist with the coordination of local outreach as well upon request, including through the Chamber of Commerce and the City's economic development efforts, and thereby amplify the reach of the local marketing efforts of the Initial Builders.
- Each Initial Builder will also host at least two events during the Initial Local Marketing Period applicable to its Planning Area in order to promote the availability of its new residences to Local Buyers.

The above requirements constitute the standard Local Buyer program requirements. Each Initial Builder within a Planning Area will have the option of either implementing this standard program or crafting an alternative program, tailored to the builder's portion of the Project, with such alternative program subject to the City's approval before issuance of the first building permit to that Initial Builder with respect to the applicable Planning Area. The City's approval shall be based upon its determination that the alternate program provides the same or a higher level of local preference as the existing program. Each Initial Builder shall also provide a copy of the proposed alternative program to the City Attorney's office of the City by mail and email. The City shall respond in writing to any such Initial Builder request for modification to the standard program within ten (10) business days after receipt of such request. Failure to respond within this period shall be a deemed approval of the submitted request. Each Initial Builder may also apply to the City for written certification of its compliance with the Local Buyer program requirements at any point during the implementation of the Local Buyer program in order to confirm its on-going compliance, with a copy provided to the City Attorney's office of the City by mail and email. The City shall respond to any such request and confirm compliance, if applicable, within ten (10) business days after receipt of such request. Failure to respond within that ten (10) day period shall be deemed to be a confirmation of compliance. Following certification of compliance, the Initial Builder's compliance with the local preference requirements shall be conclusively deemed to be established with respect to the period covered by that certification.

Local Workers. The Initial Builders shall be further required to establish and implement a reasonable methodology, subject to the City's reasonable approval, for identifying and facilitating the use of Local Workers on the construction of their portion of the Project. The details of the initial standard program targeting Local Workers will be subject to approval by the Developer and the City prior to issuance of the first grading permit for the Property. The

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Developer shall also provide a copy of the initial program to the City Attorney's office of the City by mail and email. The City shall respond in writing to any submission by the Developer concerning the terms of the standard Local Worker program within ten (10) business days after receipt of such request. Failure to respond within this period shall be a deemed approval of the submitted request. The Initial Builders will be required to include confirmation of compliance with the Local Worker program requirements for the prior year as a part of their annual reporting required under the Development Agreement during their construction within the Project. The Local Worker program shall include provisions intended to inform Local Workers, local contractors' associations, and other similar local organizations of tradespeople about the contracting and employment opportunities at the Project prior to the commencement of that work. Each Initial Builder shall either implement the standard program which has been preapproved by the City, or it may elect to craft an alternative Local Worker program, tailored to the Initial Builder's portion of the Project, with such alternative program subject to approval by the City before issuance of the first building permit to that Initial Builder with respect to the applicable Planning Area. Each Initial Builder shall also provide a copy of the alternative program to the City Attorney's office of the City by mail and email. The City shall respond in writing to any such Initial Builder request for modification to the standard program within ten (10) business days after receipt of such request. Failure to respond within this period shall be a deemed approval of the submitted request. The City acknowledges and agrees that, in order to constitute a qualified potential participant in the Local Worker program, any contractor wishing to participate will be required, at a minimum, to be able to satisfy the minimum insurance requirements set forth in Schedule 1 attached to this Exhibit E.

Nothing herein shall preclude the Initial Builders from taking all reasonable actions necessary to facilitate the sale of units within the Project on a timely basis as soon as they become available for purchase subject only to the requirement that such actions must not be inconsistent with the specific timing requirements of this Local Preference Program and applicable law. City and the Initial Builders acknowledge that the operation of the interest list and Local Preference Program have been structured to be compliant with and are intended to be compliant with applicable state and federal laws and such programs shall be subject thereto and to any limitations or restrictions upon such programs imposed by applicable law. The Initial Builders shall, upon request of the City from time to time, update the City on its implementation of the Local Preference Program.

City and the Initial Builders acknowledge that this Local Preference Program will accomplish four important objectives: 1) use new housing as a tool to address the current imbalance between existing jobs and local housing; 2) ensure that the increased housing generated by this development of the Property will allow Local Buyers to reduce their commuting distances, reducing the City's greenhouse gas emissions, improving local traffic and air quality, and contributing to a better quality of life for the community; 3) reduce competition from investors outside of the community in the initial offering and sales of these new residences to Local Buyers during the Initial Local Marketing Period; and 4) provide Local Workers with an enhanced opportunity to contract for and build the new residences and other improvements

contemplated for the Property, with resulting benefit to the surrounding community's economy by adding new local jobs and economic opportunities in addition to the increased housing stock.

The only party with the right to monitor and enforce this local preference program is the City and the City's sole remedy for an alleged violation of this provision shall be injunctive relief; provided that, in no event, shall any pending sale to an innocent third party purchaser be enjoined or delayed based upon a claimed violation of the Local Preference Program or any challenge to the Local Preference Program, and any remedy for a violation of the Local Preference Program or any challenge to the Local Preference Program shall impact only a future sale(s) and not any innocent third party purchaser who has previously entered into a purchase agreement for a residential unit. In any event, all damage remedies are hereby specifically waived and will not apply to the administration and enforcement of this Local Preference Program. The City and Developer acknowledge that there are no intended third party beneficiaries of this program and that Local Buyers and Local Workers shall not have any right or standing to enforce the local preference program against any Initial Builder, and that all enforcement of this program shall be limited to actions of the City. Notwithstanding anything herein that appears to be to the contrary, in no event shall a default or breach of the provisions of this Local Preference Program by one Initial Builder affect the rights or obligations of another Initial Builder and all such rights and obligations shall be separate and distinct and there shall be no cross-default between or among builders. In the event that the City determines that any Initial Builder is not in compliance with the Local Preference Program requirements applicable to that Initial Builder, it shall provide written notice of the claimed violation, identifying the alleged violation(s) with reasonable specificity. The Initial Builder receiving such notice shall then have ten (10) business days to cure such violation, unless such violation would reasonably require more than ten (10) business days to complete such cure, in which event, the Initial Builder shall have such additional time to complete its cure as reasonably necessary so long as such Initial Builder is at all times diligently pursuing the completion of that cure. If the Initial Builder remains in violation of the local preference program following expiration of the applicable cure period, then the City may thereafter bring an action to enjoin any further violation and, if successful, recover its reasonable attorneys' fees incurred in connection therewith.

Schedule 1

Subcontractor shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. Workers' Compensation:

Coverage A. Statutory Benefits

Coverage B. Employers' Liability limits of not less than:

Bodily Injury by accident \$1,000,000 each
accident Bodily Injury by disease \$1,000,000 policy
limit Bodily Injury by disease \$1,000,000 each
employee

Where permitted by law, coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns.

2. Commercial Auto Coverage:

Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than

\$1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos. If Subcontractor does not have any company owned vehicles, hired and non-owned auto coverage for the Subcontractor must be evidenced through a general liability policy or auto liability policy.

3. Commercial General Liability:

Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	\$1,000,000
Personal Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

Continued on next page

The policy must include:

- a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
- b) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for the greater of ten (10) years following completion of its work or the longest applicable statute of limitations and the statute of repose during which any action may be filed against the primary insured or additional insured.
- c) Standard ISO CG 00 01 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause. The policy shall not contain a Cross Suits Exclusion. .
- d) The work “performed on your behalf by a subcontractor” exception to the “Damage to Your Work” exclusion (Exclusion “I” in Section I of the ISO form CG 00 01). No limitation or restriction of this exception is allowed.
- e) An additional insured endorsement (ISO form CG 20 10 and CG 20 37 or their equivalents) providing ongoing and completed operations coverage naming as additional insured Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns.
- f) If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
- g) The policies shall not exclude any losses unknown to Subcontractor prior to policy inception, regardless of whether the damage constitutes a continuing or progressive loss.
- h) Coverage must be on an occurrence form. Claims Made and Modified Occurrence forms are not acceptable.
- i) Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy
- j) There shall be no residential exclusions, tract housing exclusions, nor any of their equivalents.
- k) The CGL policy may not be subject to a self-insured retention (SIR) or deductible that exceeds \$10,000. Any and all SIRs must be susceptible of being satisfied under the CGL policy through payments made by additional insureds, co-insurers, and/or insureds other than the First Named Insured.

4. Property Insurance:

Subcontractor shall maintain Special Form property insurance (commonly referred to as “all risk” or “special perils” coverage) in an amount equal to the full replacement cost of all Subcontractor’s personal property (for which it has title and/or risk of loss), during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed. In the event that materials or any other type of personal property is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by

unauthorized persons. Subcontractor agrees to hold harmless Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies successors and assigns from any and all claims arising from the possession or use of such personal property and/or equipment.

Subcontractor hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

5. Other Requirements:

- a) Subcontractor must ensure all sub-tier subcontractors comply with all insurance requirements outlined in this exhibit.
- b) All policies must provide thirty (30) days' notice of cancellation to the additional insured(s) in the event of cancellation or non-renewal, and ten (10) days notice of cancellation for non- payment of premium.
- c) All policies must be written by insurance companies whose rating in the most recent AM Best's Rating Guide, is not less than A (-): VII. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefor.
- d) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Subcontractor performed on behalf of Contractor shall be covered by such insurance.
- e) If the Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.
- f) Contractor reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right, whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to procure pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.
- g) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.

- h) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.
- i) Nothing in this Exhibit shall reduce Subcontractor's obligations under this Contract. Subcontractor's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.
- j) If the Subcontractor maintains broader coverage and/or higher limits than the minimums shown above, Contractor requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Contractor.

6. Changes and Modifications:

Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Contractor.

7. Certificate Holder:

All Certificates of Insurance must be addressed to:

Lennar Insurance
Compliance c/o The Jones
Agency, Inc.

224 W 35th St Ste 500 PMB 137
New York, NY 10001

Jones will send you notification of compliance and/or request for corrections

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING GENERAL PLAN AMENDMENT PZ 15-620-03 CHANGING THE LAND USE DESIGNATION OF THE SUBJECT PROJECT SITE (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240), IN THE 2030 GENERAL PLAN LAND USE DESIGNATION MAP. FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, Dennis Hardgrave, on behalf of Borchard Property Co-owners, filed entitlement applications with the City of Oxnard for Annexation (PZ 15-610-01), General Plan Amendment (PZ 15-620-03), Pre-Zoning (PZ 15-560-01), Specific Plan (PZ 15-640-01), and Development Agreement (PZ 24-670-02); and

WHEREAS, the proposed General Plan Amendment would change the land use designation of the Teal Club Specific Plan area to be consistent with the land uses identified in the Teal Club Specific Plan as identified in Exhibit A and change Figure 3-4, Neighborhoods map, to designate the project area as part of the Teal Club Neighborhood as shown in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, the Project applicant mailed notices to all property owners within the Cabrillo, Fremont North, and Fremont South neighborhoods and presented the project at the April 18, 2022 Community Workshop; and

WHEREAS, on November 21, 2024, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 15-620-03 (General Plan Amendment) in accordance with the City's 2030 General Plan and Oxnard City Code; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Commission considered the proposed Environmental Impact Report (EIR No. 2015-01) before making its recommendation, finds on the basis of the whole record before it that the Teal Club Specific Plan would result in one or more Class I potentially significant and unavoidable impacts in the following two impact sections: (1) Agricultural Resources, and (2) Air Quality, and Findings and a Statement of Overriding Considerations (SOC) were prepared pursuant to the CEQA and are included within the resolution of approval for the Teal Club Specific Plan, and the Final EIR reflects the lead agency's independent judgment and analysis, and recommends that the City Council adopt the Findings; adopt the Mitigation Monitoring and Reporting Program; adopt the Statement of Overriding Considerations; and certify the EIR; and

WHEREAS, the Planning Commission concurrently recommended the City Council approve an Annexation for the project site (PZ 15-610-01); and

WHEREAS, the Planning Commission concurrently recommended the City Council approve a Development Agreement for the project site (PZ 24-670-02); and

WHEREAS, the Planning Commission concurrently recommended the City Council approve a Specific Plan for the project site (PZ 15-640-01); and

WHEREAS, on April 15, 2025, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 15-620-03 (General Plan Amendment) in accordance with the City's 2030 General Plan and Oxnard City Code; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the approval of a General Plan Amendment PZ No. 15-620-03 changing the land use designation in the Land Use Map as shown in Exhibit A attached hereto and incorporated herein by reference and change Figure 3-4, Neighborhoods map, to designate the project area as part of the Teal Club Neighborhood as shown in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, the pursuit of the General Plan Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the proposed General Plan Amendment is consistent with the policies and directives in the 2030 General Plan and Zoning Ordinance to allow development to those areas that can be served by existing or planned utilities, transportation, and service systems. The proposed General Plan Amendment does not represent a significant change in the 2030 General Plan and Zoning Ordinance nor does it result in significant new environmental impacts that have not been previously evaluated; and

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the General Plan Amendment is

internally consistent with all other provisions of the City of Oxnard 2030 General Plan

SECTION 3. The City Council finds that the General Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the General Plan Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the proposed change in land use designation of the Teal Club Specific Plan area to be consistent with the land uses identified in the Teal Club Specific Plan as identified in Exhibit A and change Figure 3-4, Neighborhoods map, to designate the project area as part of the Teal Club Neighborhood as shown in Exhibit B attached hereto and incorporated herein by reference is the best use for the subject project site.

SECTION 6. The City Council determines that the General Plan Amendment is in the best interests and welfare of the City and its residents.

SECTION 7. In adopting this Resolution for the General Plan Amendment, the City Council finds and determines the project is in compliance with the California Environmental Quality Act because an EIR (EIR No. 2015-01) was considered by the City Council at the public hearing. The Final EIR was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. Based upon the analysis contained in the FEIR, the Teal Club Specific Plan would result in one or more Class I potentially significant and unavoidable impacts in the following two impact sections: (1) Agricultural Resources, and (2) Air Quality. Pursuant to CEQA Section 21081 and the State CEQA Guidelines, the City Council made specific findings to include consideration of benefits of the project such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment.

SECTION 8. The City Council Approve Planning and Zoning Permit No. 15-620-03 (General Plan Amendment) is approved, as shown on the maps attached hereto as Exhibits A and B and incorporated herein by reference.

SECTION 9. Except as expressly amended herein, the 2030 General Plan Land Use Map shall remain in full force and effect and shall apply to the property affected by this Resolution.

Resolution No. _____ (PZ 15-620-03; Teal Club Specific Plan General Plan Amendment)
City Council Hearing Date: April 15, 2025
Page 4 of 7

SECTION 10. The decision of the City Council shall be final.

SECTION 11. The City Clerk shall certify the adoption of this Resolution.

[Signatures on next page]

PASSED, APPROVED, AND ADOPTED this 15th day of April 2025, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Luis A. McArthur, Mayor

ATTEST:

Luly Lopez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibits:

Exhibit A: Proposed 2030 General Plan Land Use Designation Map

Exhibit B: Proposed City of Oxnard Communities and Neighborhoods Map

EXHIBIT A



EXHIBIT B



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 15-560-01 PRE-ZONING PARCELS GENERALLY LOCATED SOUTH OF TEAL CLUB ROAD, NORTH AND WEST OF LITTLE FARMS ROAD, AND BISECTED BY MALLARD WAY (APNS 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) TO LIGHT MANUFACTURING (M-1). FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, the Borchard Property Co-Owners owns seven contiguous parcels that total 149.72-acres generally located north of Teal Club Road, east of Patterson Road, south of Doric Avenue, and west of Ventura Road (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565); and

WHEREAS, in 2015 Dennis Hardgrave, on behalf of the Borchard Property Co-Owners, filed entitlement applications with the City of Oxnard for Annexation (PZ No. 15-610-01), a General Plan Amendment (PZ No. 15-620-03), Pre-Zoning (PZ No. 15-560-01), a Development Agreement (PZ No. 24-670-02), and a Specific Plan (PZ No. 15-640-01); and

WHEREAS, the Teal Club Specific Plan would allow future development of residential, commercial, mixed use, business research park, and open space under the Teal Club Specific Plan, as identified in the Teal Club Specific Plan within the project area; and

WHEREAS, related Project approvals are required by the Local Agency Formation Commission, County of Ventura, Ventura County Airport Land Use Commission, Calleguas Municipal Water District, and the Metropolitan Water District of Southern California; and

WHEREAS, the Project was reviewed by the City Council as a Pre-Application in 2005, 2009, and 2011 which identified the mix of land uses, compatibility, with surrounding development, affordable housing, and on-site recreational amenity issues that were addressed by changes to the Project; and

WHEREAS, the Project applicants participated in a Community Workshop on April 18, 2022; and

WHEREAS, the Project was reviewed by the Airport Land Use Commission on July 8, 2022, and on that date, the Airport Land Use Commission made a determination that the Project is consistent with the Airport Comprehensive Land Use Plan (ACLUP); and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines, the City of Oxnard as the Lead Agency, has prepared a EIR No. 2015-01 (State Clearinghouse No. 2012051080); and

WHEREAS, the Planning Commission considered EIR No. 2015-01 and recommended that the City Council find that Final EIR No. 2015-01 was completed in compliance with CEQA, and the final EIR was presented to the City Council as the decision-making body of the Lead Agency, and that the City Council reviewed and considered the information

contained in the final EIR prior to approving the project; and the final EIR reflects the lead agency's independent judgment and analysis; and

WHEREAS, the Planning Commission recommended that the City Council certify Final Environmental Impact Report (FEIR) No. 2015-01 (State Clearinghouse No. 2012051080) and adopt a Statement of Overriding Considerations; and

WHEREAS, the Planning Commission concurrently recommended the City Council approve the resolutions recommending City Council approval of an Annexation, General Plan Amendment, Development Agreement, Specific Plan; and

WHEREAS, the Planning Commission held a duly noticed public hearing on November 21, 2024 and received and reviewed written and oral comments; and

WHEREAS, the City Council held a duly noticed public hearing on April 15, 2025 and received and reviewed written and oral comments; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the pre-zoning of parcels generally located south of Teal Club Road, north and west of Little Farms Road, and bisected by Mallard Way (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) to Light Manufacturing (M-1).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Pre-Zoning is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Pre-Zoning will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Pre-Zoning is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the proposed pre-zoning of parcels generally located south of Teal Club Road, north and west of Little Farms Road, and bisected by Mallard Way (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) to Light Manufacturing (M-1), as shown on Exhibit A attached hereto, is the best use for the subject project site .

SECTION 6. The City Council determines that the Pre-Zoning is in the best interests and welfare of the City and its residents.

SECTION 7. The City Council finds and determines the project is in compliance with the California Environmental Quality Act because an EIR (EIR No. 2015-01) was considered by the City Council at the public hearing. The Final EIR was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. Based upon the analysis contained in the FEIR, the Teal Club Specific Plan Project would result in one or more Class I potentially significant and unavoidable impacts in the following two impact sections: (1) Agricultural Resources, and (2) Air Quality. Pursuant to CEQA Section 21081 and the State CEQA Guidelines, the City Council made specific findings to include consideration of benefits of the project such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment.

SECTION 8. The City Council Approve Planning and Zoning Permit No. 15-560-01 (Prezoning) is approved, as shown on the map attached hereto as Exhibit A and incorporated herein by reference.

SECTION 9. Except as expressly amended herein, the City's Zoning Ordinance Map shall remain in full force and effect and shall apply to the property affected by this Ordinance.

SECTION 10. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 11. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on April 15, 2025, and finally adopted on _____ to become effective thirty days thereafter.

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[Signatures on next page]

PASSED, APPROVED, AND ADOPTED this 15th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Luis A. McArthur, Mayor

ATTEST:

Luly Lopez, City Clerk

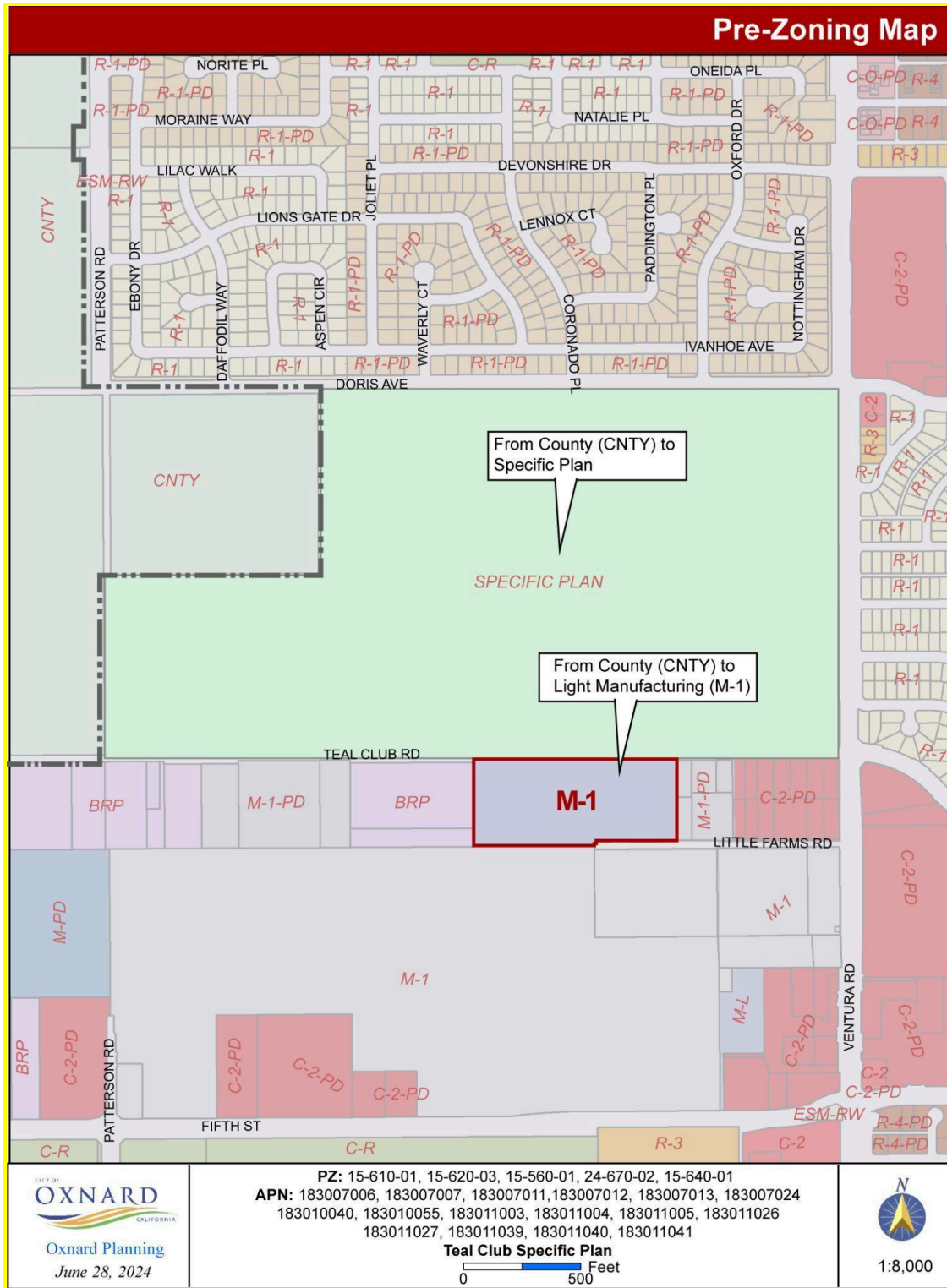
APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibits:

Exhibit A: Proposed 2030 General Plan Zoning Map

EXHIBIT A



ORDINANCE NO. _____

AN ORDINANCE APPROVING PLANNING AND ZONING PERMIT NO. 15-640-01 (SPECIFIC PLAN), AND CERTIFYING FINAL ENVIRONMENTAL IMPACT REPORT NO. 2015-01 FOR THE TEAL CLUB SPECIFIC PLAN, GENERALLY LOCATED NORTH OF TEAL CLUB ROAD, EAST OF PATTERSON ROAD, SOUTH OF DORIS AVENUE, AND WEST OF VENTURA ROAD, (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240). FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, the City Council of the City of Oxnard has considered the proposed Teal Club Specific Plan (Exhibit A) to clarify the Urban Village as outlined within the 2030 General Plan; to create planning area boundaries and Land Use Table. The new land use designation will be applied in combination with the 2030 General Plan. This will allow for the option to develop to residential, commercial, mixed use, business research park, and open space under the Teal Club Specific Plan, as identified in the Teal Club Specific Plan within the project area; and

WHEREAS, on November 21, 2024, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for adoption of the Teal Club Specific Plan (PZ 15-640-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, on November 21, 2024, the Planning Commission considered the project and recommended the following revisions to the project:

1. The proposed Teal Club Specific Plan shall include a minimum of 20 percent of the total 990 residential units as designated Affordable units subject to the same affordability levels and ratios (60 percent very low-income and 40 percent low-income levels);
2. The proposed Class II bike lanes around the perimeter of the Teal Club Specific Plan area be developed as Class I bike lanes;
3. The Landscape Guidelines for Residential Yards (Section 3.7.7) shall be revised to exclude fountains from the list of prohibited items in front yards for Detached and Attached Cluster Home Areas (R-2); and
4. The Specific Plan shall encourage the development of electric energy developments.

WHEREAS, on April 15, 2025, the City Council of the City of Oxnard conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for adoption of the Teal Club Specific Plan (PZ 15-640-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the City Council finds, after due study, deliberation and a duly noticed public hearing on April 15, 2025, and received and reviewed written and oral comments, presented by staff

and the Applicant, and that the project meets the criteria set out in Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the City Council found that Final EIR No. 2015-01 was completed in compliance with CEQA, and the final EIR was presented to the City Council as the decision-making body of the Lead Agency, and that the City Council reviewed and considered the information contained in the final EIR prior to approving the project; and the final EIR reflects the lead agency's independent judgment and analysis; and

WHEREAS, the City Council certified Final Environmental Impact Report (FEIR) No. 2015-01 (State Clearinghouse No. 2012051080) and adopted a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The Teal Club Specific Plan and the anticipated build out of the 149.72-acre specific plan site. The FEIR No. 2015-01 found two areas of significant impacts (Agricultural Resources, and Air Quality); and

WHEREAS, the City Council finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As outlined in Section 6(b) and Attachment F of the Planning Commission Staff report, the proposed Specific Plan is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard.
2. As determined in the Final EIR No. 2015-01, the proposed Specific Plan will result in significant impacts which, even after application of feasible mitigation, cannot be mitigated to a less than significant level and therefore remain significant and unavoidable, and will result in benefits such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment.
3. As outlined in Section 6(c - g) of the Planning Commission Staff report, the proposed Teal Club Specific Plan conforms to adopted City standards and constitutes good City planning.

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this ordinance that were part of the approval process.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Teal Club Specific Plan is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Teal Club Specific Plan will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Teal Club Specific Plan is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the proposed Teal Club Specific Plan is the best use for the subject project site.

SECTION 6. The City Council determines that the Teal Club Specific Plan is in the best interests and welfare of the City and its residents.

SECTION 7. The City Council finds and determines the project is in compliance with the California Environmental Quality Act because an EIR (EIR No. 2015-01) was considered by the City Council at the public hearing. The Final EIR was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. Based upon the analysis contained in the FEIR, the Teal Club Specific Plan would result in one or more Class I potentially significant and unavoidable impacts in the following two impact sections: (1) Agricultural Resources, and (2) Air Quality. Pursuant to CEQA Section 21081 and the State CEQA Guidelines, the City Council made specific findings to include consideration of benefits of the project such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment.

SECTION 8. The City Council Approve Planning and Zoning Permit No. 15-640-01 (Specific Plan), attached hereto as Exhibit A and incorporated herein by reference with the following revisions as recommended by the Planning Commission:

1. The proposed Class II bike lanes around the perimeter of the Teal Club Specific Plan

area be developed as Class I bike lanes;

2. The Landscape Guidelines for Residential Yards (Section 3.7.7) shall be revised to exclude fountains from the list of prohibited items in front yards for Detached and Attached Cluster Home Areas (R-2); and
3. The Specific Plan shall encourage the development of electric energy developments.

SECTION 9. Except as expressly amended herein, the City's Zoning Ordinance Map shall remain in full force and effect and shall apply to the property affected by this Ordinance.

SECTION 10. All aspects of this Project shall not become effective unless and until the City Council approves the Development Agreement.

SECTION 11. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 12. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on April 15, 2025, and finally adopted on _____ to become effective thirty days thereafter.

PASSED, APPROVED, AND ADOPTED this 15th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Luis A. McArthur, Mayor

Ordinance No. _____ (PZ 15-640-01; Teal Club Specific Plan)
City Council Hearing Date: April 15, 2025
Page 5 of 6

ATTEST:

Luly Lopez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibit:

Exhibit A: Proposed Teal Club Specific Plan

Ordinance No. _____ (PZ 15-640-01; Teal Club Specific Plan)
City Council Hearing Date: April 15, 2025
Page 6 of 6

EXHIBIT A

TEAL CLUB SPECIFIC PLAN
(See City Council Staff Report, Attachment 2)

ORDINANCE NO. _____

AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT NO. A-8565 (PLANNING AND ZONING PERMIT NO. 24-670-02) GENERALLY LOCATED NORTH OF TEAL CLUB ROAD, EAST OF PATTERSON ROAD, SOUTH OF DORIS AVENUE, AND WEST OF VENTURA ROAD, (APNs 183-0-070-060, -070, -140, -240). FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, on November 21, 2024 the Planning Commission recommended that the City Council approve the entitlements for the Teal Club Specific Plan to guide future development on the 149.72-acre project site; and

WHEREAS, the City Council of the City of Oxnard has considered an application for Planning and Zoning Permit No. 24-670-02, Development Agreement No. A-8565 (Development Agreement) between the City of Oxnard, a municipal corporation of the State of California (the “City”) and Borchard Property Co-Owners a California limited liability company (collectively referred to “Applicant” or “Developer” in the record of proceedings); and

WHEREAS, the Development Agreement would generally provide the framework for financial commitments paid to the City, allow for fee modifications, define future affordable housing requirements, outline timing and required infrastructure improvements, and maintenance requirements for the project. The Development Agreement is included in Exhibit A to this Ordinance; and

WHEREAS, the City Council found that Final EIR No. 2015-01 was completed in compliance with CEQA, and the final EIR was presented to the City Council as the decision-making body of the Lead Agency, and that the City Council reviewed and considered the information contained in the final EIR prior to approving the project; and the final EIR reflects the lead agency’s independent judgment and analysis; and

WHEREAS, the City Council certified Final Environmental Impact Report (FEIR) No. 2015-01 (State Clearinghouse No. 2012051080) and adopted a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The Teal Club Specific Plan and the anticipated build out of the 149.72-acre specific plan site. The FEIR No. 2015-01 found two areas of significant impacts (Agricultural Resources, and Air Quality); and

WHEREAS, on November 21, 2024, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for a Development Agreement (PZ 24-670-02) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, on November 21, 2024, the Planning Commission considered the project and recommended the following revisions to the project:

1. The proposed Teal Club Specific Plan shall include a minimum of 20 percent of the total 990 residential units as designated Affordable units subject to the same affordability

levels and ratios (40 percent very low-income and 60 percent low-income levels); and

2. The project shall be subject to the prevailing wage.

WHEREAS, on April 15, 2025, the City Council of the City of Oxnard conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for a Development Agreement (PZ 24-670-02) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the City Council finds, after due study, deliberation and a duly noticed public hearing on April 15, 2025, and received and reviewed written and oral comments, presented by staff and the Applicant, that the project meets the criteria set out in California Government Code 65864 through 65869.5; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the proposed Development Agreement is consistent with the 2030 General Plan; and

WHEREAS, the pursuit of the Development Agreement is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As outlined in Section 6(b) and Attachment F of the Planning Commission Staff report, the proposed Development Agreement is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;
2. As outlined in Section 6(h) of the Planning Commission Staff report, the proposed Development Agreement is a logical refinement and internally consistent; and
3. As determined in the FEIR, the proposed Development Agreement will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare;
4. As outlined in the Planning Commission Staff report, the proposed Development Agreement in association with the Teal Club Specific Plan conforms to adopted City standards and constitutes good City planning.

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this ordinance that were part of

the approval process.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Teal Club Property Development Agreement is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Teal Club Property Development Agreement will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Teal Club Property Development Agreement is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the development that would be authorized for the project site by the proposed Teal Club Property Development Agreement is the best use for the subject project site.

SECTION 6. The City Council determines that the Teal Club Property Development Agreement is in the best interests and welfare of the City and its residents.

SECTION 7. The City Council finds and determines the project is in compliance with the California Environmental Quality Act because an EIR (EIR No. 2015-01) was considered by the City Council at the public hearing. The Final EIR was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. Based upon the analysis contained in the FEIR, the Teal Club Specific Plan would result in one or more Class I potentially significant and unavoidable impacts in the following two impact sections: (1) Agricultural Resources, and (2) Air Quality. Pursuant to CEQA Section 21081 and the State CEQA Guidelines, the City Council made specific findings to include consideration of benefits of the project such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment.

SECTION 8. Based on the findings set forth herein, the City Council approves Planning and Zoning Permit No. 24-670-02 (Development Agreement A-8565).

Ordinance No. _____ (PZ 24-670-02; Teal Club Property Development Agreement)
City Council Hearing Date: April 15, 2025
Page 4 of 6

SECTION 9. Planning and Zoning Permit No. 24-670-02 (Development Agreement No. A - 8565) is approved to amend the Development Agreement pursuant to Exhibit A, hereto attached.

SECTION 10. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance.

SECTION 11. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 12. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. _____ was first read on April 15, 2025, and finally adopted on _____, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 15th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Luis A. McArthur, Mayor

ATTEST:

Luly Lopez, City Clerk

Ordinance No. _____ (PZ 24-670-02; Teal Club Property Development Agreement)
City Council Hearing Date: April 15, 2025
Page 5 of 6

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibits:

Exhibit A: Development Agreement

Ordinance No. _____ (PZ 24-670-02; Teal Club Property Development Agreement)
City Council Hearing Date: April 15, 2025
Page 6 of 6

EXHIBIT A

DEVELOPMENT AGREEMENT
(See City Council Staff Report, Attachment 3)

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL TO PROCEED WITH ANNEXATION OF THE PARCELS GENERALLY LOCATED ON THE NORTH SIDE OF LITTLE FARMS ROAD, EAST OF PATTERSON ROAD, SOUTH OF DORIS AVENUE, AND WEST OF VENTURA ROAD (PLANNING AND ZONING PERMIT NO. PZ 15-610-01) (APNs 183-0-070-070, -110, -125, -135, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015). FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, the Borchard Property Co-owners owns seven contiguous parcels that total 149.72-acres generally located north of Teal Club Road, east of Patterson Road, south of Doric Avenue, and west of Ventura Road (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565); and

WHEREAS, Dennis Hardgrave, on behalf of the Borchard Property Co-owners, filed entitlement applications with the City of Oxnard for Annexation (PZ No. 15-610-01), a General Plan Amendment (PZ No. 15-620-03), Pre-Zoning (PZ No. 15-560-01), a Development Agreement (PZ No. 24-670-02), and a Specific Plan (PZ No. 15-640-01); and

WHEREAS, if the applications are collectively approved by the City of Oxnard and subsequently by the Ventura County Local Agency Formation Commission (LAFCo), the Teal Club Specific Plan would allow future development of residential, commercial, mixed use, business research park, open space, and associated infrastructure improvements under the Teal Club Specific Plan, subject to obtaining the required entitlements, as identified in the Teal Club Specific Plan within the project area;

WHEREAS, related Project approvals are required by the Local Agency Formation Commission, County of Ventura, Ventura County Airport Land Use Commission, Calleguas Municipal Water District, and the Metropolitan Water District of Southern California; and

WHEREAS, the Project was reviewed by the City Council as a Pre-Application in 2005, 2009, and 2011 which identified the mix of land uses, compatibility, with surrounding development, affordable housing, and on-site recreational amenity issues that were addressed by changes to the Project; and

WHEREAS, the Project applicants participated in a Community Workshop on April 18, 2022; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines, the City of Oxnard as the Lead Agency, has prepared a EIR No. 2015-01 (State Clearinghouse No. 2012051080); and

WHEREAS, the City Council has considered EIR No. 2015-01 before making its recommendation herein and found that Final EIR No. 2015-01 was completed in compliance with CEQA, and the final EIR was presented to the City Council as the decision-making body of the Lead Agency, and that the City Council reviewed and considered the information contained in the final EIR prior to approving the project; and

the final EIR reflects the lead agency's independent judgment and analysis; and

WHEREAS, the City Council certified Final Environmental Impact Report (FEIR) No. 2015-01 (State Clearinghouse No. 2012051080) and adopted a Statement of Overriding Considerations; and

WHEREAS, LAFCo approval of the proposed Reorganization with annexation will fully entitle development of the Project in a manner consistent with applicable City of Oxnard General Plan goals and policies, zoning, development conditions and standards as documented in the administrative record and with significant environmental impact as documented in the aforementioned Final Environmental Impact Report; and

WHEREAS, the City Council is concurrently approving the Pre-zoning (PZ 15-560-01) and Specific Plan (15-640-01) ordinances; and

WHEREAS, the Teal Club neighborhood is the nearest City neighborhood to which the project may be attached by amending the Neighborhoods Map within the General Plan; and

WHEREAS, City Council District No. 1 is the nearest City Council District; and

WHEREAS, the Planning Commission held a duly noticed public hearing on November 21, 2024 and received and reviewed written and oral comments; and

WHEREAS, the City Council held a duly noticed public hearing on April 15, 2025 and received and reviewed written and oral comments; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the approval of an Annexation of the parcels generally located on the north side of Little Farms Road, east of Patterson Road, south of Doris Avenue, and west of Ventura Road, (APNs 183-0-070-070, -110, -125, -135, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015) and approval of a General Plan Amendment changing the land use map designation of certain parcels (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240) to be consistent with the land uses identified in the Teal Club Specific Plan as identified in Exhibit 1; and

WHEREAS, the City Council of the City of Oxnard having held a public hearing, reviewed the request, and having studied the land use of the area, finds that:

1. The location and topography of the proposed Annexation is within the natural area of development of the City of Oxnard and within the LAFCo Sphere of influence that represents the probable future boundaries and service area of the City. The Annexation is consistent with LAFCo's Guidelines for Orderly Development as the development would occur within the incorporated City of Oxnard which provides a full range of municipal services.
2. The proposed Annexation is located within the City Urban Restriction Boundary established by the Save Open Space and Agricultural Resources uncodified ordinance

and does not require voter approval for Annexation.

3. The proposed Annexation conforms in extent and purpose to the 2030 General Plan.

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY:

SECTION 1. Certify EIR No. 2015-01, as amended, for the project described therein; adopt a Mitigation Monitoring and Reporting Program for the project described within EIR No. 2015-01; and impose mitigation measures identified within EIR No. 2015-01 on the project parcels described within the EIR based upon the project description evaluated within EIR No. 2015-01; and find that CEQA requirements are met.

SECTION 2. Adopt Annexation PZ No. 15-610-01 changing the city limits as shown in Exhibit "A" attached hereto and incorporated herein by reference; and add the project area to Oxnard municipal boundaries within City Council District No. 1.

SECTION 3. Adopt a resolution directing the Community Development Director to proceed with an Annexation application to LAFCo on behalf of the Project.

SECTION 4. The City Council proposes this reorganization and requests that the Ventura County LAFCo initiate proceedings pursuant to Part 3 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, California Government Code Section 56650 et seq.

SECTION 5. This proposal is a reorganization and consists of the following, but is not limited to these actions in the event LAFCo determines additional reorganizations are required, changes of organization as follows:

- a. Reorganization with annexation to the City of Oxnard
- b. Reorganization with annexation to Calleguas Municipal Water District
- c. Detachment from the Ventura County Resource Conservation District
- d. Detachment from the Ventura County Fire Protection District
- e. Detachment from Ventura County Service Area No. 32

SECTION 6. The proposal is consistent with the spheres of influence of all affected agencies, as listed:

- a. Sphere of influence City of Oxnard
- b. Sphere of influence Calleguas Municipal Water District

SECTION 7. The City Council finds that the property is located within the City's Sphere of Influence and that the proposal would be a logical and proper expansion of the

City boundaries.

SECTION 8. Exhibit A, which is attached hereto and incorporated herein by this reference, is the map of the affected territory.

SECTION 9. The City Council proposes that the reorganization of the territory described in Exhibit A be subject to the following terms and conditions:

- a. The territory shall be liable for any existing indebtedness of the City.
- b. The territory shall be liable for payment of any existing or authorized taxes, assessments, fees, and charges comparable to those imposed on the property within the City.

SECTION 10. The reasons for the proposal are to implement Guidelines for Orderly Development and promote orderly government boundaries.

SECTION 11. The City Council hereby directs and authorizes the City Manager, or designee, to file the application with LAFCo for the reorganization described herein on behalf of the City Council with the Executive Officer of LAFCo pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Section 5600 et seq. of the California Government Code).

SECTION 12. The City Council hereby directs and authorizes the City Clerk to forward a copy of this Resolution with applicable fees and other information as required to the Executive Officer of LAFCo.

SECTION 13. The City Council consents to LAFCo's waiver of further conducting authority, proceedings, if provided for pursuant to Government Code Section 56663.

SECTION 14. The City Clerk shall certify the adoption of this Resolution.

[Signatures on next page]

PASSED, APPROVED, AND ADOPTED this 15th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Luis A. McArthur, Mayor

ATTEST:

Luly Lopez, City Clerk

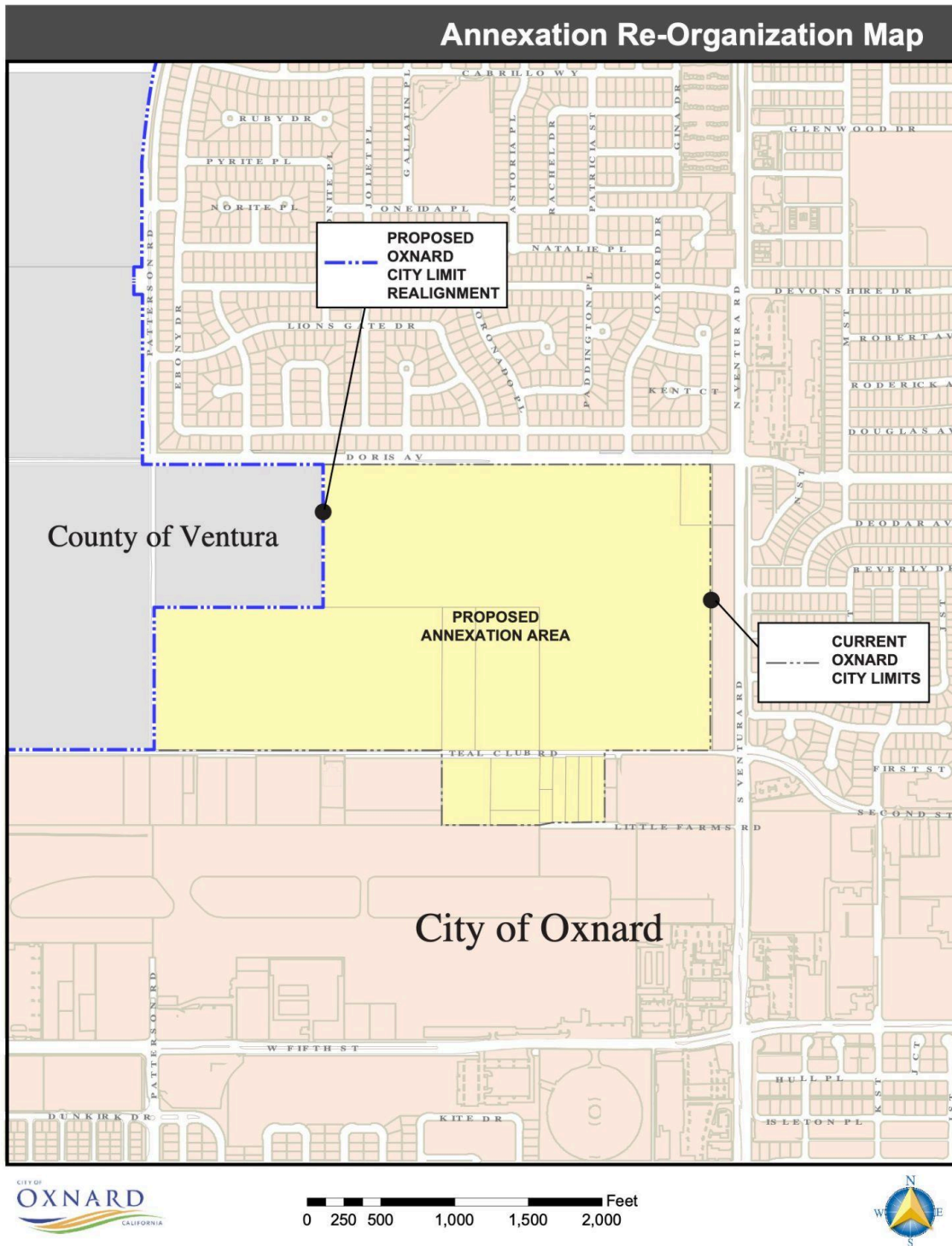
APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibit:

Exhibit A: Proposed Annexation Map

EXHIBIT A



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CERTIFYING ENVIRONMENTAL IMPACT REPORT NO. 2015-01 (STATE CLEARINGHOUSE NO. 2012051080) AND APPROVING THE FINDINGS OF FACT AND THE MITIGATION MONITORING AND REPORTING PROGRAM AND ADOPTING THE STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE TEAL CLUB SPECIFIC PLAN PROJECT THE GENERALLY LOCATED NORTH OF TEAL CLUB ROAD, EAST OF PATTERSON ROAD, SOUTH OF DORIS AVENUE, AND WEST OF VENTURA ROAD (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015). FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, Dennis Hardgrave on behalf of the Borchard Property Co-owners (the “Applicant” and/or “Permittee”), submitted a request to approve Planning and Zoning Permit No. 15-640-01 (Specific Plan) to adopt the Teal Club Specific Plan to guide future development within the project area, generally located north of Teal Club Road, east of Patterson Road, south of Doris Avenue, and west of Ventura Road (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015) (the “Project”); and

WHEREAS, a Notice of Preparation (NOP) of a Draft Environmental Impact Report (DEIR) was issued on May 18, 2012, soliciting public input regarding a DEIR for the Project; and

WHEREAS, the public comment period on the NOP ran for forty-five (45) days commencing on May 18, 2012 and ending on July 2, 2012; and

WHEREAS, a DEIR reflecting input received in response to the NOP was prepared and released for public and agency review on August 3, 2015; and

WHEREAS, the public comment period on the DEIR ran for sixty-three (63) days commencing on August 3, 2015 and ending on October 5, 2015; and

WHEREAS, a public comment from the Oxnard School District mentioned the acquisition of a 20-25 acre site at the corner of Doris Avenue and Patterson Road within the Teal Club Specific Plan area to develop school facilities and the Facilities Implementation Program Semi-Annual Report adopted by the Oxnard School District provided for the acquisition of a 20-25 acre site at the corner of Doris Avenue and Patterson Road within the Teal Club Specific Plan area to develop school facilities, and the proposed Specific Plan was put on hold pending a decision on the school site by Oxnard School District.

WHEREAS, in February 2019, the Oxnard School District Board of Trustees approved a 25-acre parcel in the original Teal Club Specific Plan area for development of a district office, a

700-student elementary school, and a 1,200-student middle school and the proposed Teal Club Specific Plan was revised to remove that 25-acre area from the TCSP area; and

WHEREAS, the Recirculated Draft EIR was circulated for a 60-day public review period that began on December 17, 2021 and ended on February 15, 2022; and

WHEREAS, after the close of the comment period on the DEIR, the DEIR was modified as set forth in Section 9.0 of the Final EIR, Responses to Comments on the Recirculated Draft EIR; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the City has prepared Final EIR No. 2015-01 containing all comments received on the DEIR, written responses to all substantive comments, and necessary changes to the text of the DEIR; and

WHEREAS, Final EIR No. 2015-01 was mailed to commenting agencies, organizations and individuals and made available for public review on or before July 8, 2024.

WHEREAS, the City Council of the City of Oxnard has thoroughly considered Final Environmental Impact Report No. 2015-01 (State Clearinghouse No. 2012051080) (the “EIR”) for the Teal Club Specific Plan, which has been prepared in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, on November 21, 2024, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the Final EIR; and

WHEREAS, on April 15, 2025, the City Council of the City of Oxnard conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the Final EIR; and

WHEREAS, the comments of the Councilmembers, Commissioners, agencies, interested groups, and members of the public have received adequate responses.

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the City Council:

1. Certifies that Final Environmental Impact Report No. 2015-01 is adequate and was completed in compliance with CEQA and the State CEQA Guidelines and reflects the City of Oxnard's independent judgment and analysis.
2. Finds that the City Council has been presented with all of the information described in the Recitals and Final EIR 2015-01 and has considered this information prior to adopting this Resolution.
3. Approves the Findings of Fact in satisfaction of State CEQA Guidelines Section 15091, which are attached hereto as Exhibit A and incorporated herein by reference
4. Approves the Mitigation Monitoring and Reporting Program contained in the Final EIR in satisfaction of State CEQA Guidelines Section 15091(d), which is attached hereto as Exhibit B and incorporated herein by reference.
5. Approves the Statement of Overriding Considerations contained in the Final EIR in satisfaction of State CEQA Guidelines Section 15093, which is attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that after implementation of standard conditions and mitigation measures identified in the Final EIR, the project would result in one or more Class I potentially significant and unavoidable impacts and has considered the Findings of Fact, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations. The Planning & Environmental Services Manager is hereby authorized to file a Notice of Determination with the Ventura County Clerk pursuant to Section 15094 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. All aspects of this Project shall not become effective unless and until the City Council approves the Development Agreement.

SECTION 4. The Secretary shall certify the adoption of this Resolution.

(signatures on following page)

PASSED, APPROVED, AND ADOPTED this 15th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Luis A. McArthur, Mayor

ATTEST:

Luly Lopez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibits:

Exhibit A: Findings of Fact and Statement of Overriding Considerations

Exhibit B: Mitigation Monitoring and Reporting Program

CEQA Findings and Statement of Overriding Considerations

for

Teal Club Specific Plan

**Pursuant to CEQA Sections 15091 and 15093
and Public Resources Code Section 21081**

The Final Environmental Impact Report (Final EIR) prepared by the City of Oxnard (City) for the Teal Club Specific Plan (“the project”) identifies significant environmental impacts that will result from implementation of the project. The City finds that the inclusion of certain mitigation measures as part of project approval will reduce all but the following significant impacts to levels that are less than significant: air quality and agricultural resources. No feasible mitigation measures have been identified to reduce these impacts to a less-than-significant level or mitigation measures have been identified but would not reduce impacts to a level of less than significant; these impacts will remain significant unavoidable impacts of the project. These impacts will be overridden due to specific considerations that are described within this document.

As required by the California Environmental Quality Act (CEQA), the City, in adopting these CEQA Findings and Statement of Overriding Considerations, also adopts a Mitigation Monitoring and Reporting Program (MMRP) for the project. The City finds that the MMRP, which is incorporated by reference, meets the requirements of Public Resources Code Section 21081.6 by providing for the implementation and monitoring of measures intended to mitigate potentially significant effects of the project. In accordance with CEQA and the *CEQA Guidelines*, the City adopts these findings as part of the project approval. Pursuant to Public Resources Code Section 21082.1(c)(3), the City also finds that the Final EIR reflects the City’s independent judgment as the lead agency for the project.

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1 Introduction

1.1 Statutory Requirements for Findings

This statement of findings addresses the potentially significant environmental impacts associated with the proposed Teal Club Specific Plan (TCSP) (“proposed project”) located in the City of Oxnard and is made pursuant to Section 15091 of the California Environmental Quality Act Guidelines (*CEQA Guidelines*), which provides that:

- (a) No public agency will approve or carry out a project for which an Environmental Impact Report (EIR) has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:
 - (1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
 - (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
 - (3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.
- (b) The findings required by subsection (a) will be supported by substantial evidence in the record.

Section 15092 of the *CEQA Guidelines* further stipulates that:

- (b) A public agency will not decide to approve or carry out a project for which an EIR was prepared unless either:
 - (1) The project as approved will not have a significant effect on the environment, or
 - (2) The agency has:
 - (A) Eliminated or substantially lessened all significant effects on the environment where feasible as shown in findings under Section 15091, and
 - (B) Determined that any remaining significant effects on the environment found to be unavoidable under Section 15091 are acceptable due to overriding concerns as described in Section 15093.

As required by CEQA, the City of Oxnard, in adopting these findings, must also adopt a Mitigation Monitoring and Reporting Program (MMRP) for the project. The MMRP, which is incorporated by reference and made a part of these findings, meets the requirements of Section 15097 of the *CEQA Guidelines* by providing for the implementation and monitoring of measures intended to mitigate potentially significant effects of the project.

Whenever these findings specifically refer to a mitigation measure that will avoid or mitigate a potentially significant impact, that specific mitigation measure is hereby made a specific condition of approval of the Teal Club Specific Plan.

1.2 Procedural Findings

The City Council of the City of Oxnard finds as follows.

Based on the nature and scope of the Teal Club Specific Plan, the City Council of Oxnard determined, based on substantial evidence, that the Teal Club Specific Plan may have a significant effect on the environment and prepared an EIR. The EIR was prepared, noticed, published, circulated, reviewed and completed in full compliance with the CEQA Public Resources Code Sections 21000 et seq. CEQA and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et. Seq.), as follows.

On May 18, 2012 the City of Oxnard circulated a Notice of Preparation (NOP) for a 45-day comment period to help identify the types of impacts that could result from the proposed project, as well as potential areas of controversy. The NOP was filed with the County Clerk and mailed to public agencies (including the State Clearinghouse and the California Department of Transportation), and nearby addresses. Comments received by the City on the NOP were taken into account during the preparation of the Draft EIR.

The original Draft EIR was made available on the City's website for public review on August 3, 2015. The Notice of Availability of a Draft EIR was posted with the County Clerk, mailed to local, regional, state, and other public agencies (including the State Clearinghouse and the California Department of Transportation), and nearby property owners and occupants. Hard copies of the Draft EIR were available for public review upon request. The Draft EIR public comment period began on August 3, 2015 and ended on October 5, 2015. The City received 29 comment letters on the Draft EIR. In addition to written comments, verbal comments were received at the Planning Commission hearing of September 3, 2015. One of the commenters on the Draft EIR was Dr. Cesar Morales, Superintendent of Schools for the Oxnard School District (OSD). In the comment letter, Superintendent Morales explained that the Facilities Implementation Program Semi-Annual Report adopted by the OSD in January 2015 provided for the acquisition of a 20-25 acre site at the corner of Doris Avenue and Patterson Road within the TCSP area to develop school facilities. The proposed Specific Plan was put on hold pending a decision on the school site by OSD. While the proposed Specific Plan was on hold, the Draft EIR that was circulated in 2015 was not finalized and was not certified.

In February 2019, the OSD Board of Trustees approved a 25-acre parcel in the original TCSP area for development of a district office, a 700-student elementary school, and a 1,200-student middle school (although the OSD Board of Trustees approved the project, the land use permit approval from the City of Oxnard has not yet occurred). In response, the proposed Teal Club Specific Plan has been revised to remove that 25-acre area from the TCSP area. The revised TCSP would not include 58,000 square feet for a new school, fire station, and park as originally analyzed in the original 2015 EIR.

This Recirculated Draft EIR analyzes the effects associated with the revised TCSP, taking into account changes to the environmental and regulatory setting and taking into account comments that were received in the original Draft EIR circulated in 2015. The Recirculated Draft EIR was circulated for a 60-day public review period that began on December 17, 2021 and ended on February 15, 2022. The City of Oxnard (City) received 39 comment letters on the Recirculated Draft EIR.

Subsequent to the end of the public review period for the Recirculated Draft EIR, and consistent with the requirements of Section 15088(a) of the *CEQA Guidelines*, the City of Oxnard, as the Lead Agency, has considered the public comments received on the Recirculated Draft EIR for the project and has prepared written responses to each of the comments received relative to environmental issues.

Pursuant to Section 15132 of the *CEQA Guidelines*, the Final EIR consists of the following:

- (a) The Recirculated Draft EIR, including all of its appendices.
- (b) A list of persons, organizations, and public agencies commenting on the Recirculated Draft EIR.
- (c) Copies of all letters received by the City during the Recirculated Draft EIR public review period and responses to significant environmental points concerning the Recirculated Draft EIR raised in the review and consultation process.
- (d) Any other information added by the Lead Agency.

1.3 Findings Required Under CEQA

The City Council (the final decision-making body) of the City of Oxnard (the CEQA Lead Agency) will determine whether to certify the EIR for the Project. Because the Recirculated Draft EIR identified a potentially significant environmental impact, the City Council must also make certain “findings” as part of its action to certify that the EIR has been completed in compliance with CEQA and to approve the Teal Club Specific Plan. Pursuant to *CEQA Guidelines* Section 15091 and *CEQA Guidelines* Section 21081, no public agency shall approve or carry out a project for which an environmental impact report has been certified, which identifies one or more significant effects on the environment that would occur if the project is approved or carried out, unless the public agency makes one or more findings for each of those significant effects, accompanied by a brief explanation of the rationale of each finding. The possible findings, which must be supported by substantial evidence in the record, are:

- Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
- Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
- Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR.

1.4 Record of Proceedings

For purposes of CEQA and the findings set forth herein, the record of proceedings for the City’s decision on the proposed project consists of: a) matters of common knowledge to the City, including, but not limited to, federal, State and local laws and regulations; and b) the following documents which are in the custody of the City:

- Notice of Preparation and other public notices issued by the City in conjunction with the proposed project (see Appendix A of the Recirculated Draft EIR for the Notice of Preparation);

- The Draft EIR dated August 2015 and supporting documentation prepared for the proposed project and Appendices A through K and all documents cited, incorporated by reference, or referred to therein;
- The Recirculated Draft EIR and supporting documentation prepared for the proposed project (Recirculated Draft EIR dated December 2021 and Appendix A through K), and all documents cited, incorporated by reference, or referred to therein;
- The written and verbal comments and documents submitted to the City by agencies, organizations, and members of the public (before, during, and after the close of the public comment periods.);
- The Mitigation Monitoring and Reporting Program;
- The Final EIR for the Teal Club Specific Plan dated March 2023 and all documents cited, incorporated by reference, or referred to therein;
- All findings and resolutions adopted by the City in connection with the proposed project, and documents cited or referred to therein;
- The City of Oxnard General Plan;
- Minutes or verbatim transcripts of information and study sessions, workshops, public meetings, and public hearings held by the City in connection with the proposed project; and
- Any other materials required to be in the record of proceedings by public Resources Code section 21167.6, subdivision (e).

The location and custodian of the documents and other materials that constitute the record of proceedings are:

City of Oxnard
Planning Division
214 South C Street
Oxnard, California 93030
Contact: Jay Dobrowski, Planning Supervisor, (805) 385-3948

1.5 Findings

The Final EIR is incorporated into these findings in its entirety. Without limitation, this incorporation is intended to elaborate on the scope and nature of mitigation measures, the basis for determining the significance of impacts, the comparative analysis of alternatives, and the reasons for approving the Teal Club Specific Plan in spite of the potential for associated significant and unavoidable adverse impacts.

For the purposes of these findings, the impact discussions include the relevant policies and actions, as well as the separate mitigation measures imposed to reduce the impacts where the policies did not result in a less than significant impact. In the findings that follow, impact numbers are provided. The impact numbers correspond to sections of the Final EIR that contain an expanded discussion of impacts. Please refer to the referenced impact sections of the Final EIR for more detail.

2 Project Description

This section lists the objectives of the proposed project, provides a brief description of the project, and lists the project alternatives evaluated in the Recirculated Draft EIR.

2.1 Project Objectives

The TCSP Project Proponent's objectives of the project are to:

- 1) Create an integrated land, transportation, and infrastructure plan that allows for a mix of residential, mixed-use and commercial development to minimize the need for short distance single-person vehicle trips both within the project and within the City.
- 2) Provide a balance and economic match, to the extent feasible, between on-site housing and employment opportunities.
- 3) Create an integrated vehicular, pedestrian and bicycle circulation system that connects residential, industrial and commercial uses within the project.
- 4) Create recreational opportunities accessible to the neighborhood and City of Oxnard.
- 5) Establish land uses that permit a range of housing opportunities with varying densities, types, styles, prices and tenancy characteristics including compliance with the 2030 General Plan Housing Element affordability requirements.
- 6) Adopt design guidelines and regulations to provide for consistent and orderly implementation of the plan.
- 7) Provide development and transitional land use patterns that do not conflict with surrounding land uses and neighborhoods.
- 8) Avoid leapfrog development and accommodate projected growth in a location adjacent to existing infrastructure, urban services, existing circulation elements and community facilities.
- 9) Minimize traffic trips by providing a variety of neighborhood services in the commercial area of the project.
- 10) Establish development regulations to ensure residential neighborhoods are compatible with the surrounding area and all proposed land uses are properly integrated or buffered, as appropriate.
- 11) Access the City's Advanced Water Purification program for non-potable water uses.
- 12) Provide an adequate buffer between the TCSP area and agricultural uses to the west on both an interim and permanent basis, as needed.
- 13) Utilize commercial land uses to buffer the TCSP area from the Oxnard Airport to the south.
- 14) Provide bike and trail linkages between the TCSP area and existing facilities.
- 15) Provide a mix of land uses that are financially independent, sustainable, and not a fiscal burden on the General Fund of the City of Oxnard.
- 16) Ensure appropriate phasing and financing for community facilities including street and road improvements, water, urban runoff and flood control facilities, and parks.

- 17) Create neighborhoods with lasting value by setting high quality standards for residential and commercial land development and related public improvements.
- 18) Comply with the State of California's "Build it Green" standards.

The City of Oxnard's objectives of the project are to:

- 1) Develop a project consistent with the 2030 General Plan and other adopted and relevant City policies and capital improvement plans and programs.
- 2) Incorporate innovative, feasible, flexible features that assist the City in implementing relevant 2030 General Plan and related environmental, economic development, and planning goals, policies, and programs.

2.2 Project Summary

The proposed project involves the adoption of a Teal Club Specific Plan (TCSP), a Specific Plan that would involve residential, commercial, and park uses on the 149.72-acre area Teal Club Specific Plan area ("TCSP area"). The TCSP area includes seven agricultural parcels currently in active agricultural production, two of the parcels (seven acres) are located within the City of Oxnard and five parcels (142.72 acres) are in the County of Ventura. Therefore, the proposed project would also involve Pre-Zoning that would allow for the Annexation of a 142.72-acre collection of five agricultural parcels to the City of Oxnard (City), Annexation approval by the Ventura County Local Agency Formation Commission (LAFCo), and Annexation to the Calleguas Municipal Water District (CMWD) and Metropolitan Water District (MWD). The TCSP area is also within the land use planning area for the Oxnard Airport and would require approval by the Ventura County Airport Land Use Commission.

The TCSP would involve development on the 149.72-acre area north of Teal Club Road (known locally as "Teal Club"). Development of the TCSP area would involve construction of up to 990 single and multifamily residential units (of which approximately 148 would be affordable housing units); development of up to 132,000 gross square feet (gsf) of business park; up to 60,000 square feet of Urban Village commercial space; 17.76 acres of community and neighborhood parks and open space; new and widened on- and off-site arterials and collector streets; utility infrastructure including complete recycled water irrigation; resident and visitor parking; bicycle and pedestrian paths and sidewalks; bus transit stops; various pocket parks and resident recreation areas; and landscaping within the individual residential projects. In compliance with the LAFCo policy to avoid creating unincorporated islands, the project includes Annexation of 11.4 acres (9 parcels) south of Teal Club Road that would be Pre-Zoned Light Manufacturing (M-1) with capacity for up to 347,608 gsf of manufacturing uses. The project site is entirely within the Oxnard City Urban Restriction Boundary (CURB) and, therefore, does not require voter approval to adopt the proposed TCSP, Pre-Zoning, and Annexations. Overall, the entire project area is 161.12 acres (149.72-acre TCSP area plus the 11.4-acre additional Annexation area).

2.3 Alternatives

Based on the project objectives and anticipated environmental consequences, and pursuant to CEQA Guidelines Section 15126.6, the following project alternatives were selected for analysis:

- Alternative 1: No Project - No Development
- Alternative 2: Phase 1 Development Only

- Alternative 3: Reduced Intensity

A more detailed description of these alternatives, and required findings, are set forth in Section 5, *Feasibility of Project Alternatives*.

3 Effects Determined to be Mitigated to Less than Significant Levels

The Recirculated Draft EIR identified certain potentially significant effects that could result from the project. However, the City finds, for the reasons stated in the EIR, that mitigation identified in the Recirculated Draft EIR and Initial Study would reduce impacts to less than significant levels. The City finds that all the mitigation measures described below are feasible and agrees to adopt them as conditions of approval for the project. Accordingly, changes or alterations have been required or incorporated into the project which avoid or substantially lessen the significant effects as identified in the EIR and adoption of the mitigation measures set forth below will reduce these significant or potentially significant effects to less than significant levels. These mitigation measures will effectively be part of the project.

3.1 Aesthetics

Impact AES-2

Scenic resources in the project area consist of farmland and tree windrows along the eastern boundary of the project area. These resources help define the project area's visual character and quality. Implementation of the proposed project would replace these visual resources with urban development. Therefore, the project would both eliminate scenic resources and substantially alter the visual character and quality of the site. However, impacts would be Class II, significant but mitigable.

Mitigation Measure AES-2 Windrows in Project Landscaping.

A windrow shall be created throughout the length of the Beverly Drive greenbelt. In addition, in order to reinforce the project's boundaries, windrows shall be created between the project area and the proposed school project, which abuts the project area, and between the Phase 1 and Phase 2 boundaries. The windrows shall be designed to emulate traditional regional windrows originally planted for farming operations, including spacing of trees and tree species of like stature as determined by the Community Development Director. The windrow plan shall be submitted for review and approval by the Oxnard Planning Department prior to issuance of grading permits or building permits in the TCSP area. The windrows shall be maintained for the life of the project, including necessary irrigation and protection for tree establishment and tree maintenance and replacement to maintain the aesthetic look and tree safety for the life of the project.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts to scenic resources would be mitigated to a less than significant level with incorporation of the required mitigation measure.

3.2 Agricultural Resources

Impact AG-2

Development of non-agricultural uses in the TCSP area could potentially cause compatibility conflicts with on-site and nearby agricultural uses. Impacts would be Class II, significant but mitigable.

Mitigation Measure AG-2 Agricultural Buffers

TCSP development adjacent to active agricultural operations shall provide fencing and a minimum buffer of 300 feet to the agricultural operations, consistent with the Ventura County Agricultural Commissioner's Agricultural/Urban Buffer Policy (2006). If this distance is not practical due to project design or features, a minimum 150-foot buffer is acceptable if a vegetative screen is provided as specified in the Agricultural/Urban Buffer Policy. Consistent with Mitigation Measure AES-2, vegetative screens shall be windrows designed to emulate traditional regional windrows originally planted for farming operations, including spacing of trees and tree species of like stature as determined by the Community Development Director.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts to agricultural operations would be mitigated to a less than significant level with incorporation of the required mitigation measure.

3.3 Air Quality

Impact AQ-1

Project construction would generate temporary air pollutant emissions of ozone precursors ROG and NO_x, as well as fugitive dust (PM₁₀ and PM_{2.5}). VCAPCD recommends that lead agencies include mitigation measures to reduce construction emissions; therefore, temporary construction-related air quality impacts would be Class II, significant but mitigable

Mitigation Measure AQ-1(a) Dust Control Measures

The following shall be implemented during grading and construction to control dust.

1. *The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust.*
2. *Pre-grading/excavation activities shall include watering the area to be graded or excavated before commencement of grading or excavating activities. Application of water (preferably reclaimed, if available) should penetrate sufficiently to minimize fugitive dust during grading activities.*
3. *Fugitive dust produced during grading, excavation, and construction activities shall be controlled by the following activities:*
 - a. *All trucks shall be required to cover their loads as required by California Vehicle Code Section 23114.*

- b. All graded and excavated material, exposed soil areas, and active portions of the construction site, including unpaved on-site roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.*
- 4. Graded and/or excavated inactive areas of the construction site shall be monitored at least weekly for dust stabilization. Soil stabilization methods shall be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area within three weeks, it shall be seeded and watered until grass growth is evident, or periodically treated with environmentally safe dust suppressants, to prevent excessive fugitive dust.*
- 5. Signs shall be posted on-site limiting traffic to 15 miles per hour or less.*
- 6. During periods of high winds (i.e., wind speed sufficient to cause fugitive dust to affect adjacent properties), all clearing, grading, earth moving, and excavation operations shall be curtailed to the degree necessary to prevent fugitive dust from being an annoyance or hazard, either off-site or on-site.*
- 7. Adjacent streets and roads shall be swept at least once per day, preferably at the end of the day, if visible soil material is carried over to adjacent streets and roads.*
- 8. Personnel involved in grading operations, including contractors and subcontractors, shall wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations.*
- 9. Shaker plates shall be installed at all truck exits from the site.*
- 10. Dust control requirements shall be shown on all grading plans.*
- 11. Signs displaying the APCD Complaint Line Telephone number for public complaints shall be posted in a prominent location visible off the site: (805) 303-3708 during business hours and (805) 303-3700 after hours.*

Mitigation Measure AQ-1(b) Construction Equipment Controls

The following shall be implemented during construction to minimize emissions of ozone precursors.

- 1. Construction contractors shall minimize equipment idling time throughout construction. Engines shall be turned off if idling would be for more than five minutes.*
- 2. Equipment engines shall be maintained in good condition and in proper tune as per manufacturers' specifications.*
- 3. The number of pieces of equipment operating simultaneously shall be minimized.*
- 4. Construction contractors shall use alternatively fueled construction equipment (such as compressed natural gas, liquefied natural gas, or electric) when feasible.*
- 5. The engine size of construction equipment shall be the minimum practical size.*
- 6. Heavy-duty diesel-powered construction equipment manufactured after 1996 (with federally mandated clean diesel engines) shall be utilized wherever feasible.*

7. *During the smog season (May through October), the construction period should be lengthened so as to minimize the number of vehicles and equipment operating at the same time*
8. *Use of minimum of Tier 4 diesel rating for off-road construction equipment and engine model year 2010 and above for on-road construction vehicles.*

Mitigation Measure AQ-1(c) Low Volatile Paints

Low volatile interior and exterior paints (less than 50 g/L ROC/VOC) shall be used for architectural coatings wherever painted surfaces are proposed.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Construction-related air quality impacts would be mitigated to a less than significant level with incorporation of the required mitigation measure.

Impact AQ-4

The proposed project would not generate population growth beyond AQMP forecasts. It would not inhibit the City's ability to meet the goals of its EAP with implementation of energy efficiency measures described in Impact AQ-2. Impacts relating to AQMP and EAP consistency are therefore considered Class II, significant but mitigable.

Mitigation Measure AQ-2 (b) Increased Efficiency

Applicants for all projects in the TCSP area and in the nine parcels south of Teal Club Road proposed for Annexation shall include in construction and building management contracts the following energy saving requirements, or measures shown to be equally effective:

- Residential and commercial land use shall increase efficiency 15% beyond Title 24 to achieve a Tier 1 "green building" designation within the California Green Building Code, or equivalent as determined by the Community Development Director.
- Use of solar or low-emission water heaters in new buildings.
- Require that commercial landscapers providing services at the common areas of the TCSP area use electric or battery-powered equipment, or other internal combustion equipment that is either certified by the California Air Resources Board or is three years old or less at the time of use, to the extent that such equipment is reasonably available and competitively priced in Ventura County (meaning that the equipment can be easily purchased in stores in Ventura County and the cost of the equipment is not more than 20% greater than the cost of standard equipment).

Applicants for all projects in the TCSP area shall provide documentation of energy savings associated with materials proposed for use at time of building permit application.

Mitigation Measure AQ-2 (c) Passive Energy Conservation Design

Applicants for all projects in the TCSP area and the nine parcels south of Teal Club Road proposed for Annexation shall include passive energy conservation design elements, including

building material massing, orientation, architectural elements (deeply recessed windows, eave overhangs, etc.), landscape shading, recycled or low-impact materials, window glazing to increase insulation, and water circulation pumps to reduce water use, and/or similar measures shown to be equally effective.

Applicants for all projects in the TCSP area and the nine parcels south of Teal Club Road proposed for Annexation shall provide documentation of energy savings associated with materials and methods proposed for use at time of building permit application. These documents shall be reviewed by City staff for achievement of adequate energy conservation

Mitigation Measure AQ-2 (d) Natural Ventilation

Applicants for all projects in the TCSP area and the nine parcels south of Teal Club Road proposed for Annexation shall include natural ventilation in building design plans.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Construction-related air quality impacts would be mitigated to a less than significant level with incorporation of the required mitigation measures.

3.4 Biological Resources

Impact BIO-1

Within the TCSP area, the additional Annexation area, and where Teal Club Road and Patterson Road will be widened, construction during the bird nesting season could directly or indirectly affect nesting birds protected under the Migratory Bird Treaty Act and the CFGC 3503. This is a Class II, significant but mitigable, impact.

Mitigation Measure BIO-1(a) Nesting Bird Survey

If tree removal is to occur during the bird-breeding season (February 15 through September 15), at a minimum one (1) survey shall be conducted prior to tree removal by a qualified biologist (a person with a biology degree and/or established skills in bird recognition). The survey shall occur no more than one (1) week prior to tree removal. The work limits plus a 250-foot buffer, as feasible, shall be surveyed to accommodate potential active raptor nests, as well as other birds nesting nearby. A copy of the biologist contract for these services shall be submitted to the Planning Department for review and approval prior to issuance of grading permits. A report summarizing the findings of the survey and the recommended buffers shall be provided to the Planning Department prior to vegetation removal activities.

Mitigation Measure BIO-1(b) Establishment of Appropriate Buffers

In the event that nesting birds are observed within 250 feet of the disturbance/construction area, species-specific exclusionary buffers shall be determined by the qualified biologist, and construction timing and location shall be adjusted accordingly until the nestlings have fledged and are no longer dependent upon the nest. The active nests and exclusionary buffers shall be monitored by a qualified biologist (at least initially) to determine if the active nests are being

adversely affected by construction activities and to determine if a buffer would need to be increased to reduce such effects.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to nesting birds would be mitigated to a less than significant level with incorporation of the required mitigation measure.

Impact BIO-2

California horned lark and monarch butterflies, both locally sensitive animal species, were not observed on-site during site surveys but may occur within the project area. If present during construction, individuals could potentially be adversely affected. However, impacts to these species would not substantially reduce the populations or affect population sustainability. This is a Class II, significant but mitigable, impact.

Mitigation Measures BIO-1(a-b)

Discussed above under Impact BIO-1.

Mitigation Measure BIO-2(a) Monarch Butterfly Survey

If tree removal occurs during the aggregation season (September through December), a qualified biologist (a person with a biology degree and/or established experience with butterflies) shall determine the presence/absence of monarch butterfly activity on-site. At a minimum, one survey shall be performed no more than one week prior to initial tree removal. A copy of the biologist contract for these services shall be submitted to the Planning Department for review and approval prior to issuance of grading permits. A report summarizing the findings of the survey and the recommendations shall be provided to the Planning Department prior to tree trimming/removal activities.

Mitigation Measure BIO-2(b) Establishment of Appropriate Buffers

If temporary aggregation activity is observed, a 100-foot buffer shall be established until after the aggregation season or until the monarchs have left the site.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts to horned lark and monarch butterflies would be mitigated to a less than significant level with incorporation of the required mitigation measure.

3.5 Geology and Soils

Impact GEO-2

The TCSP area and additional Annexation area is within a State designated Liquefaction Hazard Zone. In addition, near-surface alluvial soils in the project area are not considered suitable to

support structures and expansive soils may be present. However, geotechnical engineering solutions are available to remediate these issues, and development of the residential and other uses envisioned in the TCSP and additional annexation area would be feasible from a geotechnical perspective. Mitigation Measure GEO-2 would reduce impacts to a Class II, significant but mitigable, level.

Mitigation Measure GEO-2 Geotechnical Recommendations

All recommendations contained within the TCSP geological “due diligence” investigation conducted by Geolabs in 2004 (Appendix D of this EIR) shall be followed for future development proposals within the TCSP area and annexation area south of Teal Club Road. These recommendations include the following, unless superseded by a project-specific geotechnical report reviewed and approved

- A uniform blanket of compacted fill shall be created for support of structural footings in the alluvial area.
- Areas that are to be paved shall be scarified to at least 12 inches below existing or rough grade (whichever is deeper), brought to near material’s optimum moisture content, and compacted to appropriate relative compaction.
- Areas with disturbed materials and areas to support structures shall be improved by over excavating the unsuitable materials and replacing them with engineered fill.
- Any import materials that are to be used as structural fill shall be approved by a qualified geotechnical engineer prior to placement.
- Compressible soils that lie within areas to receive engineered fill shall be removed to relatively incompressible material, moisture conditioned, and replaced as properly compacted fill.
- Conduct laboratory testing to verify the expansive properties of the near-pad-grade materials shall be performed at the completion of rough grading.

Supplemental subsurface investigations shall be performed for each specific development project within the project area to more thoroughly evaluate the materials within the site and update/augment the measures listed above as appropriate. These reports shall be submitted for City review and approval prior to issuance of grading or building permits within the project area. All recommendations of the supplemental investigations shall be incorporated into approved grading and construction plans.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to liquefaction would be mitigated to a less than significant level with incorporation of the required mitigation measure.

3.6 Hazards and Hazardous Materials

Impact HAZ-2

Development of the TCSP and additional parcels to be annexed would require the demolition of structures that could contain asbestos or lead based paints. Demolition of these buildings, if these materials are present, could potentially expose workers to hazards that would adversely affect human health and safety. Also, buried asbestos-cement (“transite”) water pipes contain asbestos. However, compliance with both locally adopted Ventura County Air Pollution Control District (VCAPCD) and State regulations regarding the handling and disposal of these materials would reduce these potential impacts to Class II, significant but mitigable.

Mitigation Measure HAZ-2(a) Asbestos and Lead Based Paint Surveys

Prior to issuance of a demolition permit for any structure, a lead-based paint and asbestos survey shall be performed by a qualified and appropriately licensed professional and submitted to the City. All testing procedures shall follow recognized local standards as well as established California and Federal assessment protocols. The lead-based paint and asbestos survey report shall quantify the areas of lead –based paint and asbestos containing materials.

Mitigation Measure HAZ-2(b) Asbestos Abatement

Prior to any demolition or renovation, onsite structures that contain asbestos must have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the VCAPCD. All abatement activities shall be in compliance with California and Federal OSHA, and with the VCAPCD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite structures shall be hauled and disposed of by a transportation company licensed to handle asbestos-containing materials and disposed of at a licensed receiving facility and under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos containing material removed, where the material was disposed. This report shall include transportation and disposal manifests or dump tickets. The abatement report shall be prepared for the property owner or other responsible party, with a copy submitted to the VCAPCD and the City of Oxnard.

Mitigation Measure HAZ-2(c) Lead Based Paint Removal

Prior to the issuance of a permit for the renovation or demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the structure for lead-based paint. If lead-based paint is discovered, it shall be removed according to proper abatement procedures recommended by the consultant and in accordance with VCAPCD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed of by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based paint removed, where the material was moved to, and include transportation and

disposal manifests or dump tickets. The abatement report shall be prepared for the property owner or other responsible party, with a copy submitted to the VCAPCD and the City of Oxnard.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to demolition of structures that could contain asbestos or lead-based paint would be mitigated to a less than significant level with incorporation of the required mitigation measure.

Impact HAZ-3

The proposed TCSP area is currently used for agriculture. Residual levels of chlorinated pesticides were found in the soil. Chemicals could be released during grading activities for development under the proposed TCSP, exposing construction workers and nearby receptors to contaminated soils. However, with adherence to existing regulations pertaining to the remediation of such soils, impacts would be Class II, significant but mitigable.

Mitigation Measure HAZ-3 Remediation

The following recommendations (including those contained in the Phase I ESA) shall be implemented during construction of projects within the TCSP area:

- The upper agricultural disturbed soil (approximately upper 1 to 1.5 feet below surface level, to be determined by Building and Engineering Services), shall be removed and the site shall be recompact.
- Monitoring of residual levels of pesticides and metals (including arsenic and lead) shall be confirmed both during and following completion of the grading activities to be sure residual levels are below action levels. San Francisco Bay Regional Water Quality Control Board's Environmental Screening Levels (ESLs) and hazardous waste screening thresholds for contaminants in soil (CCR Title 22, Section 66261.24) shall be used to set appropriate residual levels of contamination found.
- If residual organochlorine pesticide or metals contamination (including arsenic and lead) is found at levels exceeding ESLs and/or hazardous waste screening thresholds for contaminants in soil (CCR Title 22, Section 66261.24), a Soil Management Plan, Removal Action Plan or equivalent document must be prepared by a qualified hazardous materials consultant. The plan must establish remedial measures and/ or soil management practices to ensure construction worker safety and the health of future workers, residents, and visitors. The Plan shall be submitted to the hazardous materials response team in the Oxnard Fire Department for review and approval.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to contaminated soils would be mitigated to a less than significant level with incorporation of the required mitigation measure.

Impact HAZ-5

The proposed TCSP area and additional annexation area are both within the Oxnard Airport's traffic pattern zone (TPZ) and are subject to height restrictions. Structures in these areas may be considered obstructions to air travel. Impacts related to airport safety clearance are Class II, significant but mitigable.

Mitigation Measure HAZ-5(a) FAA Notification

For all development in the TCSP area and the additional annexation area, the applicant shall notify the FAA via online application at FAA's <https://oeaaa.faa.gov/oeaaa/external/portal.jsp> website. The FAA will determine if the structure is an "obstruction" or "hazard" to aviation, and if so, will make recommendations to reduce the obstruction or hazard. Prior to issuance of building permits, the applicant shall forward the FAA determination and recommendations to the City of Oxnard and the City shall require that the applicant implement the recommendations provided by the FAA. Recommendations may include the use of red obstruction lighting on new construction.

Mitigation Measure HAZ-5(b) Structural Coverage in the TCSP Area

Structures within the TCSP area shall conform to the following guidelines:

- Residential uses: Maximum structural coverage of the residential planning areas must be no more than 25%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts.
- Commercial uses: Maximum structural coverage of the commercial planning areas must not exceed 50%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts.

Mitigation Measure HAZ-5(c) Structural Coverage in the Additional Annexation Area

Structures within the additional annexation area shall conform to the following guidelines:

- Commercial and industrial uses: Maximum structural coverage must not exceed 50%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts. Where development is proposed immediately adjacent to the airport property, site plans shall be designed to locate structures as far as practical from the runway.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to airport safety clearance would be mitigated to a less than significant level with incorporation of the required mitigation measure.

3.7 Hydrology and Water Quality

Impact HWQ-4

During excavation and grading in the project area, groundwater could be encountered onsite. This may require temporary or permanent dewatering. However, impacts would be Class II, significant but mitigable.

Mitigation Measure HWQ-4 Dewatering Program

Prior to the issuance of any grading permits in the project area, a qualified engineer, hydrologist or hydrogeologist shall estimate from the final engineering plans the volume of dewatering necessary for development within the project area. If dewatering is required, a dewatering program shall be designed to properly convey and treat dewatering discharge in accordance with the NPDES permits, as well as state and local regulations. The program shall be subject to the approval of the City of Oxnard Public Works Department. The program shall include site design methods for treatment and conveyance of temporary, and permanent if required, dewatering discharge, including infiltration ponds, vegetated swales, and/or reuse for landscape irrigation. Prior to the implementation of a dewatering program, groundwater sampling shall be performed to ensure that the system is adequately designed and permitted to address onsite groundwater conditions. Groundwater samples shall be analyzed for chemicals related to agricultural operations (i.e.: pesticides and arsenic), petroleum hydrocarbons, and volatile organic compounds (VOCs).

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to groundwater would be mitigated to a less than significant level with incorporation of the required mitigation measure.

3.8 Land Use and Planning

Impact LU-2

The proposed project is potentially inconsistent with applicable land use plans, policies and regulations. This is a Class II, significant but mitigable impact.

Mitigation Measures

Mitigation measures included in Sections 4.1, *Aesthetics*, 4.2, *Agricultural Resources*, 4.3, *Air Quality*, 4.5, *Geology and Soils*, 4.7, *Hazards and Hazardous Materials*, 4.10, *Noise*, and 4.13, *Transportation and Traffic* would reduce environmental impacts to help achieve consistency with adopted goals and policies.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the

EIR. Impacts related to inconsistency with applicable land use plans would be mitigated to a less than significant level with incorporation of the required mitigation measure.

Impact LU-3

The proposed project would be generally compatible with existing adjacent urban and airport uses, with incorporation of mitigation measures included in the transportation, air quality, hazards, and noise sections of this EIR. This is considered a Class II, significant but mitigable, impact.

Mitigation Measure LU-3(a) FAA Notification

For all development in the TCSP area and the additional Annexation area, the applicant shall notify the FAA via online application at FAA's <https://oeaaa.faa.gov/oeaaa/external/portal.jsp> website. The FAA will determine if the structure is an "obstruction" or "hazard" to aviation, and if so, will make recommendations to reduce the obstruction or hazard. Prior to issuance of building permits, the applicant shall forward the FAA determination and recommendations to the City of Oxnard and the City shall require that the applicant implement the recommendations provided by the FAA. Recommendations may include the use of red obstruction lighting on new construction.

Mitigation Measure LU-3(b) Structural Coverage in the TCSP Area

Structures within the TCSP area shall conform to the following guidelines:

- Residential uses: Maximum structural coverage of the residential planning areas must be no more than 25%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts
- Commercial uses: Maximum structural coverage of the commercial planning areas must not exceed 50%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts.

Mitigation Measure LU-3(c) Structural Coverage in the Additional Annexation Area

Structures within the additional Annexation area shall conform to the following guidelines:

- Commercial and industrial uses: Maximum structural coverage must not exceed 50%. "Structural coverage" is defined as the percent of building footprint area to total land area, including streets and greenbelts. Where development is proposed immediately adjacent to the airport property, site plans shall be designed to locate structures as far as practical from the runway.

Mitigation Measure LU-3(d) Avigation Easement

Prior to issuance of final tract maps for development pursuant to the proposed Specific Plan or rezone of additional Annexation areas, the project applicant shall grant an avigation easement to the County of Ventura to record that the property owner(s) acknowledge that their properties are in an area subject to frequent aircraft overflights and that such overflights may result in noise, exhaust emissions and vibrations.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to compatibility with urban and airport uses would be mitigated to a less than significant level with incorporation of the required mitigation measures.

3.9 Public Services and Recreation

Impact PS-1

The proposed project would incrementally increase demands on the Oxnard Fire Department. This increase would affect the personnel, equipment, and the organization of the Fire Department. This would be a Class II, significant but mitigable impact.

Mitigation Measure PS-1 New Fire Station, Equipment, and Staffing

The developer shall provide sufficient proportional funding for development of an additional fire station, fire engine, and staff to provide fire/emergency services to the project area. The City of Oxnard shall create a Community Facilities (Mello Roos) District within the project area to offset proportional associated staffing costs. Mitigation shall be in place and operational prior to occupancy to be determined by the Oxnard Fire Department.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to fire department demand would be mitigated to a less than significant level with incorporation of the required mitigation measure.

Impact PS-2

The proposed project would incrementally increase demands on the Oxnard Police Department, which could adversely affect the Police Department. This would be a Class II, significant but mitigable impact.

Mitigation Measure PS-2(a) Oxnard Police Department Consultation

Prior to approval of individual Development Design Review permits, the developer shall work closely with the Oxnard Police Department prior to the final design of the project to ensure the development of adequate security measures for the construction and occupancy stages of development. Such measures shall include but are not limited to the following:

- Compliance with Oxnard Police Department recommendations relative to building design, site design, visibility, access, graffiti control, landscaping, security lighting, doors, locks and other relevant factors in the preparation of the final plans.
- The Oxnard Police Department shall be included in the plan check process to enable the Department to recommend specific improvements that will enhance crime prevention for the project and allow for the police to better plan for calls that may be generated by the development.

- Implement fencing and security measures during the construction phase. The City of Oxnard Police Department shall approve security measures

Mitigation Measure PS-2(b) New Police Staffing

The developer shall provide sufficient proportional funding for development of additional police staffing to provide police protection services to the project area. The City of Oxnard shall create a Community Facilities (Mello Roos) District within the project area to offset proportional associated staffing costs. Mitigation shall be in place and operational prior to occupancy to be determined by the Oxnard Police Department.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Impacts related to police department demand would be mitigated to a less than significant level with incorporation of the required mitigation measure.

3.10 Utilities

Impact UTL-2

Buildout under the proposed TCSP would generate an estimated water demand of about 389 acre feet per year. The City's projected water supply is expected to be adequate to serve the TCSP demands through the Year 2035, based on planned increases in supply provided by recycled water and transfer of groundwater sources from agricultural activities to the City. However, certain sources of supply included in the City's projections are not yet available. Impacts would be Class II, significant but mitigable.

Mitigation Measure UTL-2(a) Availability of Recycled Water

In order to ensure that the proposed TCSP does not draw from Phase I AWPf recycled water, the City shall confirm that planned additional AWPf capacity is at least 50% funded and engineering plans are 25% completed before any building permits for the first phase of the TCSP are issued and/or adequate alternative new water are available.

Mitigation Measure UTL-2(b) On-site Recycled Water System

The recycled water system serving the TCSP area shall include the following:

- Pipeline extension from the mainline in Ventura Road to the property. The developer shall be responsible for either constructing the line or payment of fees to the City for its construction.
- A recycled water system that serves all practical irrigated areas and which is: (1) separated from the domestic water system; (2) constructed per the City's Recycled Water Construction Standards; (3) irrigated at night; and (4) properly signed. Note that the signs shall be installed once the system is fully operational.
- Mainline shall be a public system with meters, as appropriate, to recycled water customers. The developer shall be responsible for the design and construction of the recycled water

main pipeline system within the development. Construction shall be per City standard requirements with payment of applicable fees.

- Separate meters for the portion of the irrigated area intended for the future recycled water system and the portion of the system that will not be connected to the future recycled water system, if any.
- Until the recycled water system is operational, the common area irrigation system shall be connected to the domestic system. Once recycled water is available, and connection to the recycled water system is made, the developer shall remove the connection to the domestic water system.
- Prior to the availability of recycled water, the developer shall be responsible for payment of the Recycled Water Connection Fee or the water connection fee, whichever is greater for facilities constructed.
- At such time as recycled water is available, the developer shall be responsible for all costs involved with the re-connection of the applicable portions of the irrigation system to the public recycled water system, including appropriate signage. Credits for connection fees shall be given by the City based on the size of the meter(s). Under no circumstance will there be a refund of water connection fees already paid.
- The developer shall be responsible for appropriate CCRs covering the use of recycled water within the property and for proper disclosures.

Mitigation Measure UTL-2(c) Exterior Water Conservation

The developer shall incorporate into the TCSP the following exterior water conservation features in order to reduce water demand to the greatest extent feasible, with a goal of at least 30% water use reduction compared to traditional turf landscaping. These shall include, but are not limited to:

- Landscape of common areas with low water-using plants (i.e., drought tolerant plant species);
- Weather-based irrigation controllers for all landscaped areas;
- Minimize the use of turf by limiting it to lawn dependent uses; and,
- Wherever turf is used, install warm season grasses

Mitigation Measure UTL-2(d) On-site Domestic Water System

The on-site domestic water system shall include:

- Connections to the City's system in at least two locations as approved by the City, generally located along the eastern side of the property (Ventura Road) and along either the north or south side of the development away from Ventura Road. There shall be an on-site looped main transmission system through the development.
- Public pipeline systems which feed into separate water meters for each ownership. In addition, there shall be separate water meters for each multi-family unit, but not apartments.

- An internal water system designed to provide for the higher of either maximum day plus fire or peak hour demand.

Mitigation Measure UTL-2(e) Water Neutrality

To ensure that the proposed TCSP meets the objectives of the City's Water Neutrality Policy, the City shall confirm, at the time individual phases of the project are reviewed, that the FCGMA allocation transfer rate in place is sufficient to meet the water demand of the phase under consideration. Additional water demand above the amount of transferred supply, shall be provided by the applicant to offset the net additional water demand associated with the project. This shall be accomplished through a Water Neutrality Plan to be reviewed and approved by the City prior to issuance of any building permit. The Water Neutrality Plan shall contain any combination of the following measures, or other measures suggested by the Applicant, that are quantifiable, permanent offsets of existing potable water use elsewhere in the City, or bring new water supply to the City, that match or exceed potable water shortfall:

- a. Use recycled water for indoor residential uses, including but not limited to, toilet flushing;
- b. Use recycled water for indoor business park and commercial elements of the project including, but not limited to, toilet and urinal flushing, process uses and air conditioning.
- c. Contribute to expansion of the City's water conservation program, such as but not limited to offsets available through programs such as toilet exchange and showerhead replacements;
- d. Provide to the City financial contributions towards City programs which generate in-City water conservation or recycled water capacity or conveyance not otherwise required by another State or local water conservation program;
- e. Participate in other similar programs with cumulatively result in an adequate water supply contribution; and
- f. Provide to the City water supplies equal to the shortage amount.

The City shall ensure implementation of the approved plan in all aspects of permitting and construction of individual phases addressed in the plan.

Finding

The City of Oxnard finds that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Phase 2 impacts related to water supply would be mitigated to a less than significant level with incorporation of the required mitigation measure.

4 Significant Effects that Cannot be Mitigated to a Less than Significant Level

A significant unavoidable impact is an impact that cannot be mitigated to a less than significant level if the project is implemented, because no feasible mitigation has been identified. Except for the impacts described below, all significant impacts associated with the proposed project would be reduced to a less than significant level with incorporation of mitigation measures identified in the Final EIR. The project would result in the following significant unavoidable impacts:

4.1 Agricultural Resources

Impact AG-1

Implementation of the proposed TCSP would result in the conversion of approximately 149.5 acres of “important farmland” with prime soils to non-agricultural uses. This would result in the permanent loss of agricultural lands. Therefore, impacts would be Class I, significant and unavoidable.

Mitigation Measure AG-1 Agricultural Conservation

The applicant shall implement one of the two options below. The applicant for projects involving the Phase 1 properties shall implement Option 1, the Agricultural Conversion In-Lieu fee. For the applicants for Phase 2 properties, Option 1 is also the preferred option, though the City may review and allow Option 2.

Option #1: Agricultural Conversion In-Lieu Fee. Prior to issuance of the first grading permit, the applicant shall have paid an agricultural conservation in-lieu fee to the City of Oxnard. The final fee amount shall be determined by the City of Oxnard at its discretion. The funds shall be used for land acquisition (land or structure), refurbishment and/or construction of farmworker housing units within Oxnard. The use of such funds shall be determined at the discretion of the City Manager, Community Development Director, and Housing Director.

Option #2: Purchase of Agricultural Conservation Easements. Prior to recordation of the first final map in the TCSP area, the applicant shall have recorded permanent agricultural conservation easements on at least 50 acres in either the Oxnard Plain area of Ventura County, the Santa Clara River floodplain, or a location otherwise deemed acceptable by the City of Oxnard Community Development Department. Prior to issuance of a building permit for construction of the 500th residential unit, the applicant shall have recorded permanent agricultural conservation easements on at least 100 acres in the Oxnard Plain area of Ventura County, the Santa Clara River floodplain, or a location otherwise deemed acceptable by the City of Oxnard Community Development Department. Prior to issuance of a building permit for construction of the 990th residential unit, the applicant shall have recorded permanent agricultural conservation easements on at least 149.5 acres in the Oxnard Plain area of Ventura County, the Santa Clara River floodplain, or a location otherwise deemed acceptable by the City of Oxnard Community Development Department. All agricultural lands to be preserved via conservation easement shall be of comparable quality to the farmland of statewide importance that would be converted under implementation of the TCSP, containing row crops or tree crops

and high soil fertility. Agricultural conservation easements shall perpetually restrict non-farm development and other uses that are inconsistent with commercial agriculture. To the extent feasible, the applicant shall coordinate with and provide funding for qualified land conservation entities (i.e., land trusts) to secure and hold the easements in perpetuity.

Finding

Implementation of the required mitigation measures would reduce impacts to agricultural resources either through the payment of an in-lieu fee which the City would use for land acquisition, refurbishment, and/or construction of farmworker housing units within Oxnard or through the applicant's purchase of permanent agricultural conservation easements. The City finds that although this impact would be significant and unavoidable, the impact is acceptable when weighed against the overriding social, economic, and other considerations set forth in the Statement of Overriding Considerations (Section 6 of these Findings).

4.2 Air Quality

Impact AQ-2

Operational emissions of ROG and NO_x would exceed VCAPCD's daily thresholds. While the impacts of vehicle emissions and related impacts are mitigable with payment of Transportation Demand Management (TDM) fees, not all operational emissions are mitigable. Therefore, the project would have a Class I, significant and unavoidable, impact to regional air quality.

Mitigation Measure AQ-2(a) TDM Fees

The TCSP project developer shall provide payment of fees to the City's Transportation Demand Management Plan Fund Fee for Mitigation for Air Quality. Fees will be based on the formula provided by the Ventura County APCD. The fees will be based on the exceedance of the threshold for ROG and NO_x that is attributable to mobile emissions for Phase 1 and Phase 2. The fees shall be based on the unit cost for ROG and NO_x, in effect at the time the fee is to be paid using the VCAPCD guidelines formula of:

- (excess emissions lbs/day) x (unit cost ROG) x (days in operation) x (3 years) = Total cost
- (excess emissions lbs/day) x (unit cost NO_x) x (days in operation) x (3 years) = Total cost

Payment of Phase 1 fees is required prior to issuance of the first certificate of occupancy for Phase 1. Payment of Phase 2 fees is required prior to issuance of the first certificate of occupancy for Phase 2. Payment of fees associated with the additional Annexation area is required for future developers prior to issuance of certificate of occupancy.

Mitigation Measure AQ-2(b) Increased Efficiency.

Applicants for all projects within the TCSP area and in the nine parcels on the south side of Teal Club Road proposed for annexation shall include in construction and building management contracts the following energy saving requirements, or measures shown to be equally effective:

- Residential and commercial land use shall increase efficiency 15% beyond Title 24 to achieve a Tier 1 "green building" designation within the California Green Building Code.
- Use of solar or low-emission water heaters in new buildings.

- Require that commercial landscapers providing services at the common areas of the TCSP area use electric or battery-powered equipment, or other internal combustion equipment that is either certified by the California Air Resources Board or is three years old or less at the time of use, to the extent that such equipment is reasonably available and competitively priced in Ventura County (meaning that the equipment can be easily purchased in stores in Ventura County and the cost of the equipment is not more than 20% greater than the cost of standard equipment). Applicants for all projects within the TCSP area shall provide documentation of energy savings associated with materials proposed for use at time of building permit application.

Mitigation Measure AQ-2(c) Renewable Energy

All structures within the TCSP area and within the nine parcels south of Teal Club Road with a flat or nearly flat roof area of over 10,000 square feet shall be designed to support the installation of solar panels and/or similar equipment that generates electricity from sunlight and/or wind. (This is a current requirement of Title 24 for all newly constructed single family residences and low-rise multifamily residential buildings, but shall also apply to all development proposed within the TCSP area and within the nine parcels on the south side of Teal Club Road proposed for annexation.) The owner/tenant of the building may elect to install such equipment to service the building and/or enter into a commercially reasonable public or private utility agreement for purposes of generating energy or transmission, if requested by the City and economically feasible.

Mitigation Measure AQ-2(d) Passive Energy Conservation Design.

Applicants for all projects within the TCSP area and in the nine parcels south of Teal Club Road proposed for annexation shall include passive energy conservation design elements, including building material massing, orientation, landscape shading, recycled or low-impact materials, window glazing to increase insulation, and water circulation pumps to reduce water use, and/or similar measures shown to be equally effective.

Applicants for all projects within the TCSP area and nine parcels south of Teal Club Road proposed for annexation shall provide documentation of energy savings associated with materials and methods proposed for use at time of building permit application. These documents shall be reviewed by City staff for achievement of adequate energy conservation.

Mitigation Measure AQ-2(e) Natural Ventilation. Applicants for all projects within the TCSP area and in the nine parcels south of Teal Club Road proposed for annexation shall include natural ventilation in building design plans whenever feasible.

Finding

Implementation of the required mitigation measures would reduce NO_x emissions associated with the operation of the TCSP and projects on the nine parcels south of Teal Club Road proposed for annexation. Payment of TDM fees would mitigate the impacts from mobile emissions to the extent feasible provided that the final square footage and dwelling units does not exceed those described in Section 2.0, *Project Description*, of the Recirculated Draft EIR. At this programmatic stage of planning for the TCSP, there are no specific building design plans and therefore it cannot be ensured that individual projects would include the design components necessary to reduce the impacts from area emissions to a less than significant level. Due to the exceedance of VCAPCD thresholds for ROG and NO_x that are not attributable to mobile emissions and therefore not mitigable by payment of

fees, impacts would remain significant after mitigation. (However, mitigation measures AQ-2(b) through AQ-2(e) do ensure that the projects would be consistent with City of Oxnard General Plan policies intended to reduce operational emissions.) The City finds that although this impact would be significant and unavoidable, the impact is acceptable when weighed against the overriding social, economic, and other considerations set forth in the Statement of Overriding Considerations (Section 6 of these Findings).

4.3 Cumulative Impacts

An EIR is required to discuss the cumulative impacts of a project when the project's incremental effect is cumulatively considerable. *CEQA Guidelines* Section 15130(a). "Cumulatively considerable" means that the incremental effects of the project are significant when viewed in connection with the effects of past projects, other current projects, and probable future projects. *CEQA Guidelines* Section 15065(a)(3); Pub. Resources Code Section 21083(b)(2).

The City finds that the proposed project will result in cumulatively considerable impacts to agriculture and air quality.

As discussed in Section 4.3, *Air Quality*, of the Recirculated Draft EIR, Ventura County is currently in nonattainment under the federal 2008 standard for 8-hour ozone (AQMP, 2016) and under the state standards for ozone, PM_{2.5}, and PM₁₀, related projects could exceed an air quality standard or contribute to an existing or projected air quality exceedance. With regard to determining the significance of the proposed project's contribution, the VCAPCD recommends that a project's potential contribution to cumulative impacts should be assessed utilizing the same significance criteria as those for project specific impacts. Therefore, this EIR assumes that individual development projects that generate operational emissions that exceed the VCAPCD recommended daily thresholds for project-specific impacts would also cause a cumulatively considerable increase in emissions for those pollutants for which the Basin is in nonattainment. As discussed in Impact AQ-2, operational emissions associated with full buildout of the proposed project would exceed VCAPCD thresholds for ROG and NO_x. Therefore, the emissions generated by the proposed project would be cumulatively considerable regarding a substantial contribution to an existing or projected air quality violation.

As discussed in Section 4.2, *Agricultural Resources*, of the Recirculated Draft EIR, the proposed project combined with other planned and pending projects would contribute to the conversion of agricultural land to non-agricultural uses. The City's 2030 General Plan Program EIR, which was certified in October 2011, found significant and unavoidable impacts related to the conversion of agricultural land to non-agricultural uses, as no feasible mitigation measures were available to reduce this impact to a less than significant level. Project development would convert approximately 149.5 acres of important farmland to non-agricultural uses and would therefore substantially contribute to this significant impact, even with implementation of Mitigation Measure AG-1 to avert the future regional conversion of important farmland with agricultural conservation easements.

A number of regulatory mechanisms are in place to minimize the conversion of agricultural land to nonagricultural use outside of the CURB, including the County SOAR ordinances, City CURB, and greenbelt agreements between Camarillo and Oxnard and between the City of Oxnard and City of Ventura. Nevertheless, planned development of Prime Farmland, Farmland of Statewide Importance, and Unique Farmland within the CURB line would result in cumulatively significant agricultural resource impacts, as the conversion of such land to non-agricultural uses cannot be fully mitigated. According to the City's 2030 General Plan Program EIR (recirculated November 2009

version), cumulative development would result in the conversion of up to 2,215 acres of important farmland, of which 1,048 acres would be farmland of statewide importance. The specific 149.5 acre loss of farmland associated with buildout of the proposed project is included in General Plan assessment as shown on Figure 5-1, Important Farmland Updates, of the recirculated 2030 General Plan Program EIR and represents approximately 14% of the total cumulative loss of “important” farmlands within the CURB. Thus, the cumulative impact to agricultural would be significant and the project’s contribution would be cumulatively considerable.

Finding

Implementation of the proposed project would result in cumulatively considerable air quality impacts associated with the Ventura County area’s nonattainment for various criteria air pollutants and the project’s operational ROG and NOX emissions. While mitigation measure AG-2(a-e) as discussed above would be required, the project would still have cumulative impacts. The City finds that although this impact would be significant and unavoidable, the impact is acceptable when weighed against the overriding social, economic, and other considerations set forth in the Statement of Overriding Considerations (Section 6 of these Findings).

Implementation of the proposed project would result in cumulatively considerable agricultural impacts due to the conversion of 149.5 acres of important farmland. While mitigation measure AG-1, as discussed above, would be required, impacts would remain cumulatively considerable. The City finds that although this impact would be significant and unavoidable, the impact is acceptable when weighed against the overriding social, economic, and other considerations set forth in the Statement of Overriding Considerations (Section 6 of these Findings).

5 Feasibility of Project Alternatives

The Recirculated Draft EIR included several project alternatives. The City hereby concludes that the Recirculated Draft EIR sets forth a reasonable range of alternatives to the proposed project so as to foster informed public participation and informed decision making. The City finds that the alternatives identified and described in the Recirculated Draft EIR were considered and further finds two of them to be infeasible for the specific economic, social, or other considerations set forth below pursuant to *CEQA Guidelines* Section 21081.

In addition to the project, the following alternatives were evaluated in the Recirculated Draft EIR, and are more fully described in Section 7, *Alternatives*, of the Recirculated Draft EIR.

5.1 Alternative 1: No Project – No Development Alternative

The *CEQA Guidelines* stipulate that an EIR specifically include a “No Project” alternative. The purpose in including a No Project Alternative is to allow decision-makers to compare the impacts of approving the project with the impacts of not approving the project.

This alternative assumes that the proposed project is not approved and that the project area is not developed. For the TCSP area, the existing County of Ventura Zoning of Agricultural Exclusive-40 and County of Ventura General Plan designation of Agricultural would remain and the area would remain in active agricultural uses. The existing structures on-site would not be demolished. The nine parcels in the additional Annexation area would not be Annexed and would remain designated as Agricultural-Urban Reserve in the Ventura County General Plan.

The No Project – No Development alternative would involve no changes to the physical environment and thus would have no environmental effects. As such, this alternative would have no impact with respect to aesthetics, agricultural resources, biological resources, geology, greenhouse gas emissions/climate change, hazards and hazardous materials, hydrology, noise, population, education, and housing, public services and recreation, traffic, or utilities and energy. This alternative would eliminate the proposed project’s significant and unavoidable impacts with respect to conversion of important farmland, operational air pollution emissions, and change in visual character. No mitigation measures would be required for the No Project – No Development alternative. Overall impacts would be lower than those of the proposed project since no change to environmental conditions would occur.

This alternative would be inherently consistent with the Ventura County General Plan but would not fulfill the vision of the City of Oxnard General Plan for the project area, which pre-designates the project area as “Urban Village” and includes a goal to support development of this land.

Findings

The No Project – No Development Alternative would not meet several of the objectives of the proposed project, including:

- Provide a mix of residential and commercial development to minimize vehicle trips (Objective 1)

- Create recreational opportunities (Objective 4)
- Create housing opportunities (Objective 5)

The City rejects Alternative 1 as infeasible because it would not achieve several of the project objectives.

The findings for the Teal Club Specific Plan set forth in this document and the overriding social, economic and other considerations set forth in the Statement of Overriding Considerations provide support for the proposed project and the elimination of this alternative from further consideration.

5.2 Alternative 2: Phase 1 Development Only

This alternative anticipates that Phase 2 of the TCSP would not be developed. The 57.9 acres that comprise Phase 2 would continue to be used for agriculture. The 91.8 acres of the Phase 1 planning area would be developed, 150-foot agricultural buffers (with a vegetative screen) would be provided and the Phase 2 area would be removed from the TCSP. The resulting project (Phase 1 only) would include 723 dwelling units at various densities, a 6.5-acre Community Park, and Urban Village core along Ventura Road. Total non-residential development in the TCSP area would include 60,000 square feet of commercial/mixed-use space. Development of the business research park would not occur. The additional nine parcels south of Teal Club Road would still be annexed and zoned for light manufacturing, potentially facilitating up to 347,608 square feet of light industrial development.

Overall, this alternative would result in 267 fewer residential units than the proposed project (a 27% reduction) and 132,000 fewer square feet of non-residential development (a 29% reduction). This alternative would result in the demolition of one existing single-family residence in the TCSP area and approximately six residences in the additional Annexation area.

Alternative 2 would require the same mitigation measures to reduce impacts related to aesthetics, biological resources, Hazards and Hazardous materials, Hydrology and Water Quality, Land Use and Planning, Public Services, Transportation and Traffic, Utilities and Service Systems

However, this alternative would result in different operational impacts in some areas. Because the alternative would include fewer residential units, impacts related to greenhouse gas emissions and noise would be reduced. Nonetheless, Alternative 2, like the proposed project, would result in unavoidable significant impacts related to Agricultural Resources and Air Quality.

Findings

This alternative would reduce, but not eliminate, the significant and unavoidable impacts related to Air Quality and Agricultural Resources. This alternative would generally meet the project objectives, although fewer housing units, office uses, and public park acreage would be constructed.

The City rejects Alternative 2 as infeasible because it would not meet the project objectives to the same extent as the proposed project and would not eliminate the significant and unavoidable air quality and agricultural resources impacts.

5.3 Alternative 3: Reduced Intensity

This alternative would be similar to the proposed project with similar land uses and development patterns, but would replace the business research park area with single-family residential units. This

alternative assumes 387 single-family dwelling units would be constructed (instead of the 220 under the proposed project) and 603 multi-family dwelling units would be constructed (instead of the 770 under the proposed project). In other words, 167 additional single-family units would be constructed and 167 fewer multi-family units would be constructed; the total number of dwelling units would remain the same as the proposed project. This alternative would also reduce the commercial/mixed-use building area by 10,000 square feet and would not involve the 132,000 square feet of business research park use. All other components of the proposed project would remain, including the 990 dwelling units.

In total, this alternative would reduce non-residential development in the TCSP area development by 142,000 square feet. The additional nine parcels south of Teal Club Road would still be annexed and zoned for light manufacturing, potentially facilitating up to 347,608 square feet of light industrial development. Overall, this alternative would result in 142,000 fewer square feet of non-residential development (a 26% reduction).

In comparison to the proposed project, Alternative 3 would require the same mitigation measures to reduce impacts related to Aesthetics, Agricultural Resources, Air Quality, Biological Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Public Services, Transportation and Traffic, and Utilities and Service Systems. Alternative 3 would result in less impacts related to Greenhouse Gas Emissions, but would still result in unavoidable impact to Agriculture and Air Quality.

Findings

This alternative would reduce, but not eliminate, the significant and unavoidable impacts related to Air Quality and Agricultural Resources. This alternative would generally meet the project objectives, although fewer housing units, office uses, and public park acreage would be constructed.

The City rejects Alternative 3 as infeasible because it would not meet the project objectives to the same extent as the proposed project and would not eliminate the significant and unavoidable air quality and agricultural resources impacts.

5.4 Environmentally Superior Alternative

The *CEQA Guidelines* state that an EIR shall identify an environmentally superior alternative. If the environmentally superior alternative is the “No Project” alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives (Section 15126.6(e)(2)).

Alternative 1: No Project – No Development would avoid all of the proposed project impacts and would be environmentally superior to the proposed project. However, this alternative would not fulfill the project objectives.

Among the other alternatives being considered, Alternative 2: Phase 1 Only Development could be considered environmentally superior, as it would reduce impacts in many issue areas, due primarily to the 57-acre reduction in the development area. This alternative would reduce, but not eliminate, the significant and unavoidable impacts related to Air Quality and Agricultural Resources. This alternative would generally meet the project objectives, although fewer housing units, office uses and public park acreage would be constructed.

6 Statement of Overriding Considerations

CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a project against its unavoidable risks when determining whether to approve a project. If the specific economic, legal, social, technological or other benefits of the project outweigh the unavoidable adverse environmental effects, those effects may be considered acceptable (*CEQA Guidelines* Section 15093(a)). CEQA requires the agency to support, in writing, the specific reasons for considering a project acceptable when significant impacts are not avoided or substantially lessened. Those reasons must be based on substantial evidence in the Final EIR or elsewhere in the administrative record (*CEQA Guidelines* Section 19093(B)). The proposed project would result in a significant unavoidable impact related to Agricultural Resources and Air Quality. No feasible mitigation measures have been identified that would reduce these impacts to a less than significant level. These significant unavoidable impacts are identified and discussed in Section 5 of these Findings. The City finds that the significant unavoidable impacts to Agricultural Resources and Air Quality are outweighed by the proposed project's benefits and is acceptable in light of the benefits of the project, based on the findings below:

- The City has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the project, as described above.
- All mitigation measures required in the Final EIR have been incorporated into the project and will be implemented through the MMRP, incorporated by reference herein.
- In accordance with *CEQA Guidelines* Section 15093, the City has, in determining whether or not to approve the project, balanced the economic, legal, social, technological, and other benefits, including region-wide or statewide environmental benefits of the project against these unavoidable environmental risks, and has found that the benefits of the project outweigh the unavoidable adverse environmental effects.
- The proposed project would fulfill all of the project objectives, whereas some of the proposed alternatives, each of which has the same significant and unavoidable impacts, do not.

The following statements specify the reasons why, in the City's judgment, the benefits of the project outweigh its unavoidable environmental risks. The City also finds that any one of the following reasons for approval cited below is sufficient to justify approval of the project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the City will stand by its determination that each individual reason is sufficient. The substantial evidence supporting the City Findings and the benefits described below can be found in the Record of Proceedings.

- The proposed project fulfills the vision for the Teal Club Specific Plan area provided in the City's General Plan.
- The proposed project helps create an economic match between on-site housing and employment opportunities.
- Implementation of the proposed project will result in the development of a new, well-designed, economically feasible residential community that consists of a variety of residential products and unit types. The project would allow for development of up to 990 residential units, 148 of which would be affordable housing options.

- Implementation of the project would allow for up to 60,000 square feet to be used for retail, mixed use, and office use and would be centered around a Public Plaza and be within walking distance of public transportation and residential units.
- The proposed project would promote a mix of land uses on the site that would be financially independent and sustainable.
- The addition of 990 residential units to the City of Oxnard will make a substantial contribution toward attainment of community housing goals. The diverse residential types will address a number of communities housing issues, including affordable and market rate multi-family housing, smaller single-family housing for first-time home buyers, move-up housing, and executive housing.
- The project would create an integrated vehicular, pedestrian and bicycle circulation system that connects residential, industrial, and commercial uses within the project. This would help minimize short distance single-person vehicular trips.
- The project would create recreational opportunities for citizens of Oxnard.
- The project would permit a variety of housing opportunities and would comply with the 2030 General Plan Housing Element affordability requirement.
- The project would concentrate development near commercial space in the area while also allowing for the creation of necessary buffers between residential development and the Oxnard Airport and Agricultural land.
- Implementation of the project would include designation of two park areas, one a 10-acre community park and the other a 7.38-acre park. There would also be a greenbelt in the proposed project area for a total of 17.76 park and open space acres.
- The TCSP consists of traditional neighborhood design components that promote “porch and street orientation” and encourage walking and interaction between residents. Both single-family residences (Low-Medium Density) and courtyard/cluster homes (Low-Medium Density) would include porches and architectural elements reflecting the early 20th Century diversity and character of style evident in the nearby F and G Streets historic district and other recently developed neighborhoods. High, Medium, and Medium-High Density areas would orient to internal pathways and common areas with connection to the public walking network and to the urban village.

After balancing the specific economic, legal, social, technological, and other benefits of the project alternatives, the City of Oxnard has determined that the unavoidable adverse environmental impacts identified may be considered acceptable due to the specific considerations listed above which offset the unavoidable, adverse environmental impact that will be caused by implementation of the proposed project.

Recognizing that significant and unavoidable impacts will result from implementation of the project, the City adopts this Statement of Overriding Considerations. Having adopted all feasible mitigation measures and recognizing the significant and unavoidable impact, the City hereby finds that each of the separate benefits of the project, as stated herein, is determined to be unto itself an overriding consideration, independent of other benefits, that warrants approval of the proposed project and outweighs and overrides its unavoidable significant effect, and thereby justifies the approval of the project.

7 Conclusion

7.1 Incorporation by Reference

These findings incorporate the text of the Final Environmental Impact Report for the City of Oxnard Teal Club Specific Plan by reference and in its entirety. Without limitation, this incorporation is intended to elaborate on the scope and nature of mitigation measures, the basis for determining the significance of impacts, the comparative analysis of alternatives, the determination of the environmentally superior alternative, and the reasons for approving the project in spite of the potential for associated significant and unavoidable adverse impacts.

7.2 No Recirculation of the Recirculated Draft EIR is Required

The changes and new information provided in the Final EIR consist of clarifications of the Recirculated Draft EIR analysis and do not include identification of new significant impacts associated with the project or mitigation measures, or new project alternatives or mitigation measures that warrant consideration.

The City of Oxnard finds that the new information added in the Final EIR merely clarifies, amplifies, or makes insignificant modifications to an adequate EIR and is not “significant” within the meaning of *CEQA Guidelines* Section 15088.5. The City of Oxnard further finds that incorporating the new information does not deprive the public of a meaningful opportunity to comment on the project or its effects, and that no information has been added to the Final EIR that would warrant recirculation pursuant to Public Resources Code Section 21092.1. Finally, the City of Oxnard has reviewed and considered comments made after the Final EIR was issued and finds that those comments do not present significant new information within the meaning of *CEQA Guidelines* Section 15088.5 or otherwise warrant recirculation of the Final EIR pursuant to Public Resources Code Section 21092.1. These findings are based on all the information presented in the Final EIR and the record of proceedings.

7.3 Summary

1. Based on the foregoing Findings and the information contained in the record, the City has made one or more of the following Findings with respect to each of the significant effects of the project:
 - a. Changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effects identified in the Final EIR.
 - b. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other public agency.
 - c. Specific economic, legal, social, technological, or other considerations, make infeasible the mitigation measures or alternatives identified in the Final EIR that would otherwise

avoid or substantially lessen the identified significant environmental effects of the project.

2. Based on the foregoing Findings and the information contained in the record, the City determines that:
 - a. All significant effects on the environment due to the approval of the project have been eliminated or substantially lessened where feasible.
 - b. Any remaining significant effects on the environment found to be unavoidable are acceptable due to the factors described in the Statement of Overriding Considerations in Section 6, above.

Mitigation Monitoring and Reporting Program

CEQA requires that a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). This mitigation monitoring and reporting program is intended to track and ensure compliance with adopted mitigation measures during the project implementation phase. For each mitigation measure recommended in the Final Environmental Impact Report (Final EIR), specifications are made herein that identify the action required, the monitoring that must occur, and the agency or department responsible for oversight.

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Aesthetics							
AES-2 Windrows in Project Landscaping							
A windrow shall be created throughout the length of the Beverly Drive greenbelt. In addition, in order to reinforce the project’s boundaries, windrows shall be created between the project area and the proposed school project, which abuts the project area, and between the Phase 1 and Phase 2 boundaries. The windrows shall be designed to emulate traditional regional windrows originally planted for farming operations, including spacing of trees and tree species of like stature as determined by the Community Development Director. The windrow plan shall be submitted for review and approval by the Oxnard Planning Department prior to issuance of grading permits or building permits in the TCSP area. The windrows shall be maintained for the life of the project, including necessary irrigation and protection for tree establishment and tree maintenance and replacement to maintain the aesthetic look and tree safety for the life of the project.	Submit a windrow plan for review and approval prior to issuance of grading permits or building permits in the TCSP area. Create windrows throughout the length of the Beverly Drive greenbelt, between the project and the proposed school project, and between the Phase 1 and Phase 2 boundaries. Maintain windrows for the life of the project.	Review and approve the windrow plan. Conduct inspections to ensure maintenance of windrows for the life of the project.	Once prior to issuance of grading permits or building permits. Periodically throughout life of the project	City of Oxnard Community Development Department			
Agricultural Resources							
AG-1 Agricultural Conservation							
The applicant shall implement one of the two options below. The applicant for projects involving the Phase 1 properties shall implement Option 1, the Agricultural Conversion In-Lieu fee. For the applicants for Phase 2 properties, Option 1 is also the preferred option, though the City may review and allow Option 2. Option #1: Agricultural Conservation In-Lieu Fee. Prior to issuance of the first grading permit, the applicant shall have paid an agricultural conservation in-lieu fee to the City of Oxnard. The final fee amount shall be determined by the City of Oxnard at its discretion. The funds shall be used for	The applicant shall implement one of the two options, either paying an agricultural conservation in-lieu fee (Option #1), which is preferred, or have recorded permanent agricultural conservation easements on at least 50 acres in either the Oxnard Plain area of Ventura County, the Santa Clara River floodplain, or a location otherwise deemed acceptable by the City of Oxnard Community Development Department (Option #2).	Confirm payment of fees (Option #1) or recordation of agricultural conservation easements (Option #2).	Option #1: Prior to issuance of the first grading permit Option #2: Prior to recordation of the first final map in the TCSP area	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
land acquisition (land or structure), refurbishment and/or construction of farmworker housing units within Oxnard. The use of such funds shall be determined at the discretion of the City Manager, Community Development Director, and Housing Director.							
Option #2: Purchase of Agricultural Conservation Easements. Prior to recordation of the first final map in the TCSP area, the applicant shall have recorded permanent agricultural conservation easements on at least 50 acres in either the Oxnard Plain area of Ventura County, the Santa Clara River floodplain, or a location otherwise deemed acceptable by the City of Oxnard Community Development Department. Prior to issuance of a building permit for construction of the 500th residential unit, the applicant shall have recorded permanent agricultural conservation easements on at least 100 acres in the Oxnard Plain area of Ventura County, the Santa Clara River floodplain, or a location otherwise deemed acceptable by the City of Oxnard Community Development Department. Prior to issuance of a building permit for construction of the 990th residential unit, the applicant shall have recorded permanent agricultural conservation easements on at least 149.5 acres in the Oxnard Plain area of Ventura County, the Santa Clara River floodplain, or a location otherwise deemed acceptable by the City of Oxnard Community Development Department. All agricultural lands to be preserved via conservation easement shall be of comparable quality to the farmland of statewide importance that would be converted under implementation of the TCSP, containing row crops or tree crops and high soil fertility. Agricultural conservation easements shall perpetually restrict non-farm development and other uses that are inconsistent							

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
with commercial agriculture. To the extent feasible, the applicant shall coordinate with and provide funding for qualified land conservation entities (i.e., land trusts) to secure and hold the easements in perpetuity.							
AG-2 Agricultural Buffers							
TSCP development adjacent to active agricultural operations shall provide fencing and a minimum buffer of 300 feet to the agricultural operations, consistent with the Ventura County Agricultural Commissioner’s Agricultural/Urban Buffer Policy (2006). If this distance is not practical due to project design or features, a minimum 150-foot buffer is acceptable if a vegetative screen is provided as specified in the Agricultural/Urban Buffer Policy. Consistent with Mitigation Measure AES-2, vegetative screens shall be windrows designed to emulate traditional regional windrows originally planted for farming operations, including spacing of trees and tree species of like stature as determined by the Community Development Director.	Provide fencing and a minimum buffer of 300 feet (or 150 feet with vegetative screen if 300 feet is not possible due to project design) for development adjacent to active agricultural operations.	The City shall review plans to confirm the necessary agricultural buffers are included in project plans.	Once prior to issuance of grading permit.	City of Oxnard Community Development Department			
Air Quality							
AQ-1 (a) Dust Control Measures							
The following shall be implemented during grading and construction to control dust. 1. The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust. 2. Pre-grading/excavation activities shall include watering the area to be graded or excavated before commencement of grading or excavating activities. Application of water (preferably reclaimed, if available) should penetrate sufficiently to minimize fugitive dust during grading activities.	Implement dust control measures during construction and grading.	Confirm dust control measures are implemented.	Periodically throughout construction activities.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
3. <i>Fugitive dust produced during grading, excavation, and construction activities shall be controlled by the following activities:</i> a. <i>All trucks shall be required to cover their loads as required by California Vehicle Code Section 23114.</i> b. <i>All graded and excavated material, exposed soil areas, and active portions of the construction site, including unpaved on-site roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.</i>							
4. <i>Graded and/or excavated inactive areas of the construction site shall be monitored at least weekly for dust stabilization. Soil stabilization methods shall be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area within three weeks, it shall be seeded and watered until grass growth is evident, or periodically treated with environmentally safe dust suppressants, to prevent excessive fugitive dust.</i>							
5. <i>Signs shall be posted on-site limiting traffic to 15 miles per hour or less.</i>							
6. <i>During periods of high winds (i.e., wind speed sufficient to cause fugitive dust to affect adjacent properties), all clearing, grading, earth moving, and excavation operations shall be curtailed to the degree necessary to prevent</i>							

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
<i>fugitive dust from being an annoyance or hazard, either off-site or on-site.</i> 7. <i>Adjacent streets and roads shall be swept at least once per day, preferably at the end of the day, if visible soil material is carried over to adjacent streets and roads.</i> 8. <i>Personnel involved in grading operations, including contractors and subcontractors, shall wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations.</i> 9. <i>Shaker plates shall be installed at all truck exits from the site.</i> 10. <i>Dust control requirements shall be shown on all grading plans.</i> <i>Signs displaying the APCD Complaint Line Telephone number for public complaints shall be posted in a prominent location visible off the site: (805) 303-3708 during business hours and (805) 303-3700 after hours.</i>							
AQ-1(b) Construction Equipment Controls							
The following shall be implemented during construction to minimize emissions of ozone precursors. 1. <i>Construction contractors shall minimize equipment idling time throughout construction. Engines shall be turned off if idling would be for more than five minutes.</i> 2. <i>Equipment engines shall be maintained in good condition and in proper tune as per manufacturers' specifications.</i> 3. <i>The number of pieces of equipment operating simultaneously shall be minimized.</i> 4. <i>Construction contractors shall use alternatively fueled construction equipment (such as compressed natural gas, liquefied natural gas, or electric) when feasible.</i>	Implement construction equipment controls to minimize emissions of ozone precursors during construction.	Confirm measures are implemented.	Periodically throughout construction activities.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
5. <i>The engine size of construction equipment shall be the minimum practical size.</i>							
6. <i>Heavy-duty diesel-powered construction equipment manufactured after 1996 (with federally mandated clean diesel engines) shall be utilized wherever feasible.</i>							
7. <i>During the smog season (May through October), the construction period should be lengthened so as to minimize the number of vehicles and equipment operating at the same time.</i>							
8. <i>Use of minimum of Tier 4 diesel rating for off-road construction equipment and engine model year 2010 and above for on-road construction vehicles.</i>							
AQ-1(c) Low Volatile Paints							
Low volatile interior and exterior paints (less than 50 g/L ROC/VOC) shall be used for architectural coatings wherever painted surfaces are proposed.	Use low volatile paints.	Verify that building plans specify use of low volatile paints.	Once prior to issuance of building permits.	City of Oxnard Community Development Department			
AQ-2(a) TDM Fees							
The TCSP project developer shall provide payment of fees to the City's Transportation Demand Management Plan Fund Fee for Mitigation for Air Quality. Fees will be based on the formula provided by the Ventura County APCD. The fees will be based on the exceedance of the threshold for ROG and NOx that is attributable to mobile emissions for Phase 1 and Phase 2. The fees shall be based on the unit cost for ROG and NOx, in effect at the time the fee is to be paid using the VCAPCD guidelines formula of: (excess emissions lbs/day) x (unit cost ROG) x (days in operation) x (3 years) = Total cost (excess emissions lbs/day) x (unit cost NOx) x (days in operation) x (3 years) = Total cost	Provide payment of fees to the City's Transportation Demand Management Plan Fund Fee for Mitigation for Air Quality. Payment of Phase 1 fees is required prior to issuance of the first certificate of occupancy for Phase 1. Payment of Phase 2 fees is required prior to issuance of the first certificate of occupancy for Phase 2. Payment of fees associated with the additional Annexation area is required for future developers prior to issuance of certificate of occupancy.	Verify payment of fees and keep record of payment of the required fees on file.	Prior to certificate of occupancy for each phase.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Payment of Phase 1 fees is required prior to issuance of the first certificate of occupancy for Phase 1. Payment of Phase 2 fees is required prior to issuance of the first certificate of occupancy for Phase 2. Payment of fees associated with the additional Annexation area is required for future developers prior to issuance of certificate of occupancy.							
AQ-2(b) Increased Efficiency							
Applicants for all projects in the TCSP area and in the nine parcels south of Teal Club Road proposed for Annexation shall include in construction and building management contracts the following energy saving requirements, or measures shown to be equally effective:	Include energy saving measures in construction and building management contracts and provide documentation of energy savings associated with materials proposed for use at time of building permit application.	Verify measures are included in construction and building management contracts. Verify measures implemented during construction.	Once prior to building permit approval. Periodically throughout construction.	City of Oxnard Community Development Department			
▪ Residential and commercial land use shall increase efficiency 15% beyond Title 24 to achieve a Tier 1 “green building” designation within the California Green Building Code, or equivalent as determined by the Community Development Director. ▪ Use of solar or low-emission water heaters in new buildings. ▪ Require that commercial landscapers providing services at the common areas of the TCSP area use electric or battery-powered equipment, or other internal combustion equipment that is either certified by the California Air Resources Board or is three years old or less at the time of use, to the extent that such equipment is reasonably available and competitively priced in Ventura County (meaning that the equipment can be easily purchased in stores in Ventura County and the cost of the equipment is not more <i>than 20% greater than the cost of standard equipment</i>).							

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Applicants for all projects in the TCSP area shall provide documentation of energy savings associated with materials proposed for use at time of building permit application.							
AQ-2(c) Passive Energy Conservation Design							
Applicants for all projects in the TCSP area and the nine parcels south of Teal Club Road proposed for Annexation shall include passive energy conservation design elements, including building material massing, orientation, architectural elements (deeply recessed windows, eave overhangs, etc.), landscape shading, recycled or low-impact materials, window glazing to increase insulation, and water circulation pumps to reduce water use, and/or similar measures shown to be equally effective.	Include passive energy conservation design elements and provide documentation of energy savings associated with building materials and methods at the time of building permit application.	Review documents for achievement of adequate energy conservation.	Once prior to issuance of building permits.	City of Oxnard Community Development Department			
Applicants for all projects in the TCSP area and the nine parcels south of Teal Club Road proposed for Annexation shall provide documentation of energy savings associated with materials and methods proposed for use at time of building permit application. These documents shall be reviewed by City staff for achievement of adequate energy conservation.							
AQ-2(d) Natural Ventilation							
Applicants for all projects in the TCSP area and the nine parcels south of Teal Club Road proposed for Annexation shall include natural ventilation in building design plans.	Include natural ventilation in building design plans.	Review plans to confirm they include natural ventilation.	Once prior to issuance of building permits.	City of Oxnard Community Development Department			
Biological Resources							
BIO-1(a) Nesting Bird Survey							
If tree removal is to occur during the bird-breeding season (February 15 through September 15), at a minimum one (1) survey shall be conducted prior to tree removal by a qualified biologist (a person with a biology degree and/or established skills in bird recognition). The survey shall occur no more	Conduct a survey prior to tree removal. Submit to the City Planning Department a copy of the biologist contract for review and approval.	Review and approve the biologist contract and the report summarizing the survey findings.	Once prior to issuance of grading permits.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
than one (1) week prior to tree removal. The work limits plus a 250-foot buffer, as feasible, shall be surveyed to accommodate potential active raptor nests, as well as other birds nesting nearby. A copy of the biologist contract for these services shall be submitted to the Planning Department for review and approval prior to issuance of grading permits. A report summarizing the findings of the survey and the recommended buffers shall be provided to the Planning Department prior to vegetation removal activities.	Provide a report summarizing the findings to the Planning Department prior to vegetation removal activities.						
BIO-1(b) Establishment of Appropriate Buffers							
In the event that nesting birds are observed within 250 feet of the disturbance/construction area, species-specific exclusionary buffers shall be determined by the qualified biologist, and construction timing and location shall be adjusted accordingly until the nestlings have fledged and are no longer dependent upon the nest. The active nests and exclusionary buffers shall be monitored by a qualified biologist (at least initially) to determine if the active nests are being adversely affected by construction activities and to determine if a buffer would need to be increased to reduce such effects.	Install exclusionary buffers as determined by the biologist if nesting birds are found.	Verify buffers are in place.	Periodically during construction.	City of Oxnard Community Development Department			
BIO-2(a) Monarch Butterfly Survey							
If tree removal occurs during the aggregation season (September through December), a qualified biologist (a person with a biology degree and/or established experience with butterflies) shall determine the presence/absence of monarch butterfly activity on-site. At a minimum, one survey shall be performed no more than one week prior to initial tree removal. A copy of the biologist contract for these services shall be submitted to the Planning Department for review and approval prior to issuance of grading permits. A report	Applicant shall ensure a qualified biologist is on site to determine presences/absence of monarch butterflies on site during aggregation season. Submit the biologist contract to the Planning Department for review and approval. Provide a report summarizing the findings to the Planning Department.	Review and approve the biologist contract and the report summarizing the survey findings.	Prior to issuance of grading permits.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
summarizing the findings of the survey and the recommendations shall be provided to the Planning Department prior to tree trimming/removal activities.							
BIO 2(b) Establishment of Appropriate Buffers							
If temporary aggregation activity is observed, a 100-foot buffer shall be established until after the aggregation season or until the monarchs have left the site.	Install buffers as determined by the biologist.	Verify buffers are in place.	Periodically during construction.	City of Oxnard Community Development Department			
Cultural Resources							
CR-1(a) Native American Monitoring (<i>recommended mitigation measure</i>)							
Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project area. The monitor shall provide a monthly report to the Planning Division summarizing their activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Manager for review and approval prior to grading activities on site. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permits.	Contract with a Native American monitor who will provide a monthly report to the Planning Division.	Review and approve the contract and review and approve monthly reports.	Review contract prior to issuance of grading permit. Review reports monthly.	City of Oxnard Community Development Department			
CR-1(b) Procedures for Discovery of Intact Cultural Resources (<i>recommended mitigation measure</i>)							
In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the vicinity of the find must be temporarily suspended or redirected until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Chumash representative shall monitor any mitigation work associated with Native American cultural material.	In the event that archaeological resources are unearthed during project construction applicant shall halt ground disturbing work and ensure a Chumash representative is on site to monitor mitigation work.	Verify monitor is in place.	Periodically during construction.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
CR-1(c) Procedures for Discovery of Human Remains (recommended mitigation measure)							
If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the California Native American Heritage Commission.	In the case that human remains are unearthed Applicant must not further disturb them and must contact the California Native American Heritage Commission within 24 hours if the remains are of Native American descent.	Verify work has stopped and procedures are followed.	Periodically during construction.	City of Oxnard Community Development Department			
CR-1(d) Unanticipated Discovery of Tribal Cultural Resources (recommended mitigation measure)							
In the event that cultural resources of Native American origin are identified during construction, all earth-disturbing work within the vicinity of the find must be temporarily suspended or redirected until an archaeologist has evaluated the nature and significance of the find and an appropriate Native American representative, based on the nature of the find, is consulted. If the City determines that the resource is a tribal cultural resource and thus significant under CEQA, a mitigation plan shall be prepared and implemented in accordance with state guidelines and in consultation with Native American groups. The plan would include avoidance of the resource or, if avoidance of the resource is infeasible, the plan would outline the appropriate treatment of the resource in coordination with the archeologist and the appropriate Native American tribal representative.	In the event that cultural resources of Native American origin are identified during construction, all earth-disturbing work must be suspended or redirected. An archaeologist must evaluate the find and a Native American representative must be consulted. If necessary, a mitigation plan shall be prepared and implemented to avoid the resource if feasible.	Verify work has stopped and procedures are followed.	Periodically during construction.	City of Oxnard Community Development Department			
Geology and Soils							
GEO-2 Geotechnical Recommendations							
All recommendations contained within the TCSP geological “due diligence” investigation conducted by Geolabs in 2004 (Appendix D of this EIR) shall be followed for future development proposals within the TCSP area and annexation area south of Teal	Incorporate geotechnical recommendations into grading and construction plans.	Review and approve grading and construction plans to ensure geotechnical	Prior to issuance of grading and building permits.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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Club Road. These recommendations include the following, unless superseded by a project-specific geotechnical report reviewed and approved ▪ A uniform blanket of compacted fill shall be created for support of structural footings in the alluvial area. ▪ Areas that are to be paved shall be scarified to at least 12 inches below existing or rough grade (whichever is deeper), brought to near material's optimum moisture content, and compacted to appropriate relative compaction. ▪ Areas with disturbed materials and areas to support structures shall be improved by over excavating the unsuitable materials and replacing them with engineered fill. ▪ Any import materials that are to be used as structural fill shall be approved by a qualified geotechnical engineer prior to placement. ▪ Compressible soils that lie within areas to receive engineered fill shall be removed to relatively incompressible material, moisture conditioned, and replaced as properly compacted fill. ▪ Conduct laboratory testing to verify the expansive properties of the near-pad-grade materials shall be performed at the completion of rough grading. Supplemental subsurface investigations shall be performed for each specific development project within the project area to more thoroughly evaluate the materials within the site and update/augment the measures listed above as appropriate. These reports shall be submitted for City review and approval prior to issuance of grading or building permits within the project area. All recommendations of the supplemental		recommendations are included.					

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
investigations shall be incorporated into approved grading and construction plans.							
Hazards and Hazardous Materials							
HAZ-2(a) Asbestos and Lead Based Paint Surveys							
Prior to issuance of a demolition permit for any structure, a lead-based paint and asbestos survey shall be performed by a qualified and appropriately licensed professional and submitted to the City. All testing procedures shall follow recognized local standards as well as established California and Federal assessment protocols. The lead-based paint and asbestos survey report shall quantify the areas of lead –based paint and asbestos containing materials.	Conduct lead-based paint and asbestos survey and submit to City.	Review and approve survey report.	Prior to issuance of demolition permit.	City of Oxnard Community Development Department			
HAZ-2(b) Asbestos Abatement							
Prior to any demolition or renovation, onsite structures that contain asbestos must have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the VCAPCD. All abatement activities shall be in compliance with California and Federal OSHA, and with the VCAPCD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite structures shall be hauled and disposed of by a transportation company licensed to handle asbestos-containing materials and disposed of at a licensed receiving facility and under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos containing material removed, where the material was disposed. This report shall include transportation and disposal manifests or dump tickets. The abatement report	Remove asbestos containing material according to proper abatement procedures recommended by the asbestos consultant and as required by the VCAPCD. Prepare and submit abatement report to the VCAPCD and City.	Verify procedures are followed. Review and approve abatement report.	Prior to issuance of demolition permit and as needed during demolition.	City of Oxnard Community Development Department and VCAPCD			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
shall be prepared for the property owner or other responsible party, with a copy submitted to the VCAPCD and the City of Oxnard.							
HAZ-2(c) Lead Based Paint Removal							
Prior to the issuance of a permit for the renovation or demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the structure for lead-based paint. If lead-based paint is discovered, it shall be removed according to proper abatement procedures recommended by the consultant and in accordance with VCAPCD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed of by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based paint removed, where the material was moved to, and include transportation and disposal manifests or dump tickets. The abatement report shall be prepared for the property owner or other responsible party, with a copy submitted to the VCAPCD and the City of Oxnard.	Remove lead based paint according to proper procedures. Prepare and submit abatement report to the VCAPCD and City.	Verify procedures are followed. Review and approve abatement report.	Prior to issuance of demolition permit and as needed during demolition.	City of Oxnard Community Development Department and VCAPCD			
HAZ-3 Remediation							
The following recommendations (including those contained in the Phase I ESA) shall be implemented during construction of projects in the TCSP area: The upper agricultural disturbed soil (approximately upper 1 to 1.5 feet below surface level, to be determined by Building and	Upper agricultural disturbed soil shall be removed and the site shall be recompact. Monitor residual levels of pesticides and metals.	Verify grading plans include removal and recompaction of soil. Verify monitoring has occurred.	Prior to approval of grading permit.	City of Oxnard Community Development Department and Oxnard			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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Engineering Services), shall be removed and the site shall be recompacted. - Monitoring of residual levels of pesticides and metals (including arsenic and lead) shall be confirmed both during and following completion of the grading activities to be sure residual levels are below action levels. San Francisco Bay Regional Water Quality Control Board's Environmental Screening Levels (ESLs) and hazardous waste screening thresholds for contaminants in soil (CCR Title 22, Section 66261.24) shall be used to set appropriate residual levels of contamination found. - If residual organochlorine pesticide or metals contamination (including arsenic and lead) is found at levels exceeding ESLs and/or hazardous waste screening thresholds for contaminants in soil (CCR Title 22, Section 66261.24), a Soil Management Plan, Removal Action Plan or equivalent document must be prepared by a qualified hazardous materials consultant. The plan must establish remedial measures and/ or soil management practices to ensure construction worker safety and the health of future workers, residents, and visitors. The Plan shall be submitted to the hazardous materials response team in the Oxnard Fire Department for review and approval.	If residual pesticides or metals are found to exceed ESLs and/or hazardous waste screening thresholds for contaminants in soil, prepare a Soil Management Plan, Removal Action Plan and submitted to the hazardous materials response team in the Oxnard Fire Department for review and approval.	Review and approve Soil Management Plan.		Fire Department			
HAZ-5(a) FAA Notification.							
For all development in the TCSP area and the additional annexation area, the applicant shall notify the FAA via online application at FAA's https://oeaaa.faa.gov/oeaaa/external/portal.jsp website. The FAA will determine if the structure is an "obstruction" or "hazard" to aviation, and if so, will make recommendations to reduce the obstruction or hazard. Prior to issuance of building	Notify the FAA. Implement recommendations from FAA as appropriate. Forward the FAA determination and recommendations to the City.	Verify FAA has reviewed plans and that the applicant has implemented recommendations as appropriate.	Prior to issuance of building permit.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
permits, the applicant shall forward the FAA determination and recommendations to the City of Oxnard and the City shall require that the applicant implement the recommendations provided by the FAA. Recommendations may include the use of red obstruction lighting on new construction.							
HAZ-5(b) Structural Coverage in the TCSP Area							
Structures within the TCSP area shall conform to the following guidelines: - Residential uses: Maximum structural coverage of the residential planning areas must be no more than 25%. “Structural coverage” is defined as the percent of building footprint area to total land area, including streets and greenbelts - Commercial uses: Maximum structural coverage of the commercial planning areas must not exceed 50%. “Structural coverage” is defined as the percent of building footprint area to total land area, including streets and greenbelts.	Include in project plans that structural coverage shall be no more than 25% in residential areas and no more than 50% in commercial areas.	Verify project plans meet guidelines.	Prior to issuance of building permits.	City of Oxnard Community Development Department			
HAZ-5(c) Structural Coverage in the Additional Annexation Area							
Structures within the additional annexation area shall conform to the following guidelines: Commercial and industrial uses: Maximum structural coverage must not exceed 50%. “Structural coverage” is defined as the percent of building footprint area to total land area, including streets and greenbelts. Where development is proposed immediately adjacent to the airport property, site plans shall be designed to locate structures as far as practical from the runway.	Include in project plans that structural coverage in the additional annexation area shall not exceed 50%.	Verify project plans meet guidelines.	Prior to issuance of building permits.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
Hydrology and Water Quality							
HWQ-4 Dewatering Program							
Prior to the issuance of any grading permits in the project area, a qualified engineer, hydrologist or hydrogeologist shall estimate from the final engineering plans the volume of dewatering necessary for development within the project area. If dewatering is required, a dewatering program shall be designed to properly convey and treat dewatering discharge in accordance with the NPDES permits, as well as state and local regulations. The program shall be subject to the approval of the City of Oxnard Public Works Department. The program shall include site design methods for treatment and conveyance of temporary, and permanent if required, dewatering discharge, including infiltration ponds, vegetated swales, and/or reuse for landscape irrigation. Prior to the implementation of a dewatering program, groundwater sampling shall be performed to ensure that the system is adequately designed and permitted to address onsite groundwater conditions. Groundwater samples shall be analyzed for chemicals related to agricultural operations (i.e.: pesticides and arsenic) , petroleum hydrocarbons, and volatile organic compounds (VOCs).	A qualified engineer, hydrologist or hydrogeologist shall estimate from the final engineering plans the volume of dewatering necessary for development within the project area. If necessary a dewatering program shall be designed to properly convey and treat dewatering discharge in accordance with the NPDES permits, as well as state and local regulations.	Verify dewatering plan in place, if needed.	Prior to issuance of grading permits.	City of Oxnard Public Works Department			
Land Use and Planning							
LU-3(a) FAA Notification							
For all development in the TCSP area and the additional Annexation area, the applicant shall notify the FAA via online application at FAA’s https://oeaaa.faa.gov/oeaaa/external/portal.jsp website. The FAA will determine if the structure is an “obstruction” or “hazard” to aviation, and if so, will make recommendations to reduce the obstruction or hazard. Prior to issuance of building	Notify the FAA. Implement recommendations from FAA as appropriate. Forward the FAA determination and recommendations to the City.	Verify FAA has reviewed plans and that the applicant has implemented recommendations as appropriate.	Prior to issuance of building permit.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
permits, the applicant shall forward the FAA determination and recommendations to the City of Oxnard and the City shall require that the applicant implement the recommendations provided by the FAA. Recommendations may include the use of red obstruction lighting on new construction.							
LU-3(b) Structural Coverage in the TCSP Area							
Structures within the TCSP area shall conform to the following guidelines: - Residential uses: Maximum structural coverage of the residential planning areas must be no more than 25%. “Structural coverage” is defined as the percent of building footprint area to total land area, including streets and greenbelts - Commercial uses: Maximum structural coverage of the commercial planning areas must not exceed 50%. “Structural coverage” is defined as the percent of building footprint area to total land area, including streets and greenbelts.	Include in project plans that structural coverage shall be no more than 25% in residential areas and no more than 50% in commercial areas.	Verify project plans meet guidelines.	Prior to issuance of building permits.	City of Oxnard Community Development Department			
LU-3(c) Structural Coverage in the Additional Annexation Area							
Structures within the additional Annexation area shall conform to the following guidelines: Commercial and industrial uses: Maximum structural coverage must not exceed 50%. “Structural coverage” is defined as the percent of building footprint area to total land area, including streets and greenbelts. Where development is proposed immediately adjacent to the airport property, site plans shall be designed to locate structures as far as practical from the runway	Include in project plans that structural coverage in the additional annexation area shall not exceed 50%.	Verify project plans meet guidelines.	Prior to issuance of building permits.	City of Oxnard Community Development Department			
LU-3(d) Avigation Easement							
Prior to issuance of final tract maps for development pursuant to the proposed Specific Plan or rezone of additional Annexation areas, the	Grant an avigation easement to the County of Ventura acknowledging that	Verify avigation easement has been granted.	Prior to issuance of	City of Oxnard Community			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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project applicant shall grant an avigation easement to the County of Ventura to record that the property owner(s) acknowledge that their properties are in an area subject to frequent aircraft overflights and that such overflights may result in noise, exhaust emissions and vibrations.	their properties are in an area subject to frequent aircraft overflights.		final tract maps.	Development Department			
Public Services and Recreation							
PS-1 New Fire Station, Equipment, and Staffing							
The developer shall provide sufficient proportional funding for development of an additional fire station, fire engine, and staff to provide fire/emergency services to the project area. The City of Oxnard shall create a Community Facilities (Mello Roos) District within the project area to offset proportional associated staffing costs. Mitigation shall be in place and operational prior to occupancy to be determined by the Oxnard Fire Department	Provide sufficient proportional funding for development of an additional fire station, fire engine, and staff to provide fire/emergency services to the project area.	Verify funds have been provided. Create a Community Facilities District within the project area.	Prior to occupancy permit.	City of Oxnard Community Development Department and Oxnard Fire Department			
PS-2(a) Oxnard Police Department Consultation							
Prior to approval of individual Development Design Review permits, the developer shall work closely with the Oxnard Police Department prior to the final design of the project to ensure the development of adequate security measures for the construction and occupancy stages of development. Such measures shall include but are not limited to the following:	Coordinate with the Oxnard Police Department to ensure there are adequate safety measures included in the construction and occupancy stages of development. Implement Police Department recommendations.	Confirm coordination has occurred and that recommendations are implemented.	Prior to approval of individual Development Design Review permits	City of Oxnard Community Development Department and City of Oxnard Police Department			
- Compliance with Oxnard Police Department recommendations relative to building design, site design, visibility, access, graffiti control, landscaping, security lighting, doors, locks and other relevant factors in the preparation of the final plans. - The Oxnard Police Department shall be included in the plan check process to enable the Department to recommend specific improvements that will enhance crime							

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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prevention for the project and allow for the police to better plan for calls that may be generated by the development. Implement fencing and security measures during the construction phase. The City of Oxnard Police Department shall approve security measures.							
PS-2(b) New Police Staffing							
The developer shall provide sufficient proportional funding for development of additional police staffing to provide police protection services to the project area. The City of Oxnard shall create a Community Facilities (Mello Roos) District within the project area to offset proportional associated staffing costs. Mitigation shall be in place and operational prior to occupancy to be determined by the Oxnard Police Department.	Provide proportional funding for the development of additional police staffing.	Verify funds have been provided. Create a Community Facilities District within the project area.	Prior to occupancy permit.	City of Oxnard Community Development Department and Oxnard Police Department.			
Transportation/Traffic							
T-1(a) Ventura Road between Doris Avenue and Teal Club Road (<i>recommended mitigation measure</i>)							
The project developer shall construct the widening of this roadway segment to primary arterial (six lane) standards. Construction shall be completed prior to occupancy clearance for any portion of Phase 1 development. .	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of Phase 1 development.	City of Oxnard Community Development Department			
T-1(b) Doris Avenue between the Plan Area Boundary and Ventura Road (<i>recommended mitigation measure</i>)							
The project developer shall construct the widening of this roadway segment to full local arterial (four lane) standards. Construction shall be completed prior to occupancy clearance for any portion of Phase 1 development.	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of Phase 1 development.	City of Oxnard Community Development Department			
T-1(c) Teal Club Road between Ventura Avenue and Coronado Road (<i>recommended mitigation measure</i>)							
The project developer shall construction the widening of this roadway segment to full local arterial (four lane) standards. Construction shall be	Implement necessary improvements at each listed intersection.	Verify improvements are part of project	Prior to occupancy clearance for	City of Oxnard Community			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
completed prior to occupancy clearance for any portion of Phase 1 development.		plans and have been completed.	any portion of Phase 1 development.	Development Department			
T-1(d) Patterson Road between the Plan Area Boundary and Teal Club Road (<i>recommended mitigation measure</i>)							
The project developer shall implement improvements at this location of the widening of this roadway segment to local arterial (two lane) standards. Improvements shall occur prior to occupancy clearance for any portion of Phase 2 development.	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of Phase 2 development.	City of Oxnard Community Development Department			
T-1(e) Teal Club Road between Coronado Road and Patterson Road (<i>recommended mitigation measure</i>)							
The project developer shall implement improvements at this location of the widening of this roadway segment to local arterial (four lane) standards. Improvements shall occur prior to occupancy clearance for any portion of Phase 2 development.	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of Phase 2 development.	City of Oxnard Community Development Department			
T-1(f) Doris Avenue between Patterson Road and Victoria Avenue (<i>recommended mitigation measure</i>)							
The project developer shall install safety measures as determined by the City's Traffic Engineer to address the open ditch on the north side of the roadway.	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of Phase 2 development.	City of Oxnard Community Development Department			
T-1(g) Teal Club Road between Patterson Road and Victoria Avenue (<i>recommended mitigation measure</i>)							
The project developer shall install safety measures as determined by the City's Traffic Engineer to address the open ditch on the north side of the roadway.	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of Phase 2 development.	City of Oxnard Community Development Department			
T-2(a) Victoria Avenue and Teal Club Road (<i>recommended mitigation measure</i>)							
The project developer shall be responsible for signalization of the intersection. Signalization shall occur prior to occupancy clearance for any portion of Phase 1 development.	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of	The City of Oxnard Community			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
			Phase 1 development.	Development Department			
T-2(b) Ventura Road and Beverly Drive (Recommended mitigation measure)							
The project developer shall be responsible for signalization of the intersection. Signalization shall occur prior to occupancy clearance for any portion of Phase 1 development.	Implement necessary improvements at each listed intersection.	Verify improvements are part of project plans and have been completed.	Prior to occupancy clearance for any portion of Phase 1 development.	The City of Oxnard Community Development Department			
T-3(a) Victoria Avenue/ Doris Avenue (recommended mitigation measure)							
The project developer shall pay a fair share cost (estimated at 40%) towards implementing improvements to the Victoria Road and Doris Avenue intersection that add a third northbound through lane and a third southbound thru lane. The fair share cost shall be determined by the City's Traffic Engineering Division based on the project's trip generation and distribution. Improvements shall occur prior to occupancy clearance for any portion of Phase 2 development.	Pay a fair cost towards implementing road improvements at the Victoria Road and Doris Avenue intersection.	Verify fees have been paid.	Prior to occupancy clearance for Phase 2 development.	City of Oxnard Community Development Department			
T-3(b) Victoria Avenue and Teal Club Road (recommended mitigation measure)							
The project developer shall pay a fair share cost (estimated at 23%) towards implementing improvements to the Victoria Avenue and Teal Club Road intersection to signalize the intersection and add a third southbound thru lane. To provide for acceptable service levels, installation of a third northbound and southbound through lane, consistent with the future planned widening of Victoria Avenue to Primary Arterial (six-lane) standards, would be required. The fair share cost shall be determined by the City's Traffic Engineering Division based on the project's trip generation and distribution. Improvements shall occur prior to occupancy clearance for any portion of Phase 2 development.	Pay the fair cost towards implementing road improvements at the Victoria Avenue and Teal Club Road intersection.	Verify fees have been paid.	Prior to occupancy clearance for Phase 2 development.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
T-3(c) Patterson Road and Doris Avenue (recommended mitigation measure)							
The project developer shall pay a fair share cost (estimated at 21%) towards signaling the intersection of Patterson Road and Doris Avenue. To provide for acceptable operations, a traffic signal should be installed and a left-turn lane and shared through/right-turn lane should be provided on all approaches. This will require widening of the eastbound approach. The fair share cost shall be determined by the City’s Traffic Engineering Division based on the project’s trip generation and distribution. Improvements shall occur prior to occupancy clearance for any portion of Phase 2 development.	Pay a fair cost towards implementing road improvements at the Patterson Road and Doris Avenue intersection.	Verify fees have been paid.	Prior to occupancy clearance for Phase 2 development.	City of Oxnard Community Development Department			
T-4(a) Victoria Avenue/Gonzales Road (recommended mitigation measure)							
The project developer shall pay a fair share cost (estimated at 10%) towards intersection improvements including conversation of the southbound right-turn lane to a shared through/right-turn lane, and conversion of the westbound #2 through lane to a shared through/right-turn lane. The fair share cost shall be determined by the City’s Traffic Engineering Division based on the project’s trip generation and distribution. Improvements shall occur in conjunction with the widening of Victoria Avenue south of Gonzales Road to provide three southbound travel lanes.	Pay a fair cost towards implementing road improvements at the Victoria Avenue/Gonzales Road intersection.	Verify fees have been paid.	Prior to occupancy clearance for Phase 2 development.	City of Oxnard Community Development Department			
T-4(b) Patterson Road/Teal Club Road (recommended mitigation measure)							
The project developer shall pay a fair share cost (estimated at 17%) towards signaling the intersection of Patterson Road and Teal Club Road. The fair share cost shall be determined by the City’s Traffic Engineering Division based on the project’s trip generation and distribution.	Pay a fair cost towards implementing road improvements at the Patterson Road/ Teal Club Road intersection.	Verify fees have been paid.	Prior to occupancy clearance for Phase 2 development.	City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
T-4(c) Ventura Road/Doris Avenue (recommended mitigation measure)							
The project developer shall pay a fair share cost (estimated at 33%) towards reconfiguring the intersection to a dedicated left-turn lane, a through lane, and a shared through/right-turn lane. The fair share cost shall be determined by the City's Traffic Engineering Division based on the project's trip generation and distribution. Improvements shall occur prior to Phase 2 occupancy clearance.	Pay a fair cost towards implementing road improvements at the Ventura Road/Doris Avenue intersection.	Verify fees have been paid.	Prior to occupancy clearance for Phase 2 development.	City of Oxnard Community Development Department			
Utilities and Energy							
UTL-2(a) Availability of Recycled Water							
In order to ensure that the proposed TCSP does not draw from Phase I AWPf recycled water, the City shall confirm that planned additional AWPf capacity is at least 50% funded and engineering plans are 25% completed before any building permits for the first phase of the TCSP are issued and/or adequate alternative new water are available.	None	The City shall confirm that planned additional AWPf capacity is at least 50% funded and engineering plans are 25% completed.	Before any building permits for the first phase of the TCSP are issued and/or adequate alternative new water are available.	The City of Oxnard Community Development Department			
UTL-2(b) On-site Recycled Water System							
The recycled water system serving the TCSP area shall include the following: - Pipeline extension from the mainline in Ventura Road to the property. The developer shall be responsible for either constructing the line or payment of fees to the City for its construction. - A recycled water system that serves all practical irrigated areas and which is: (1) separated from the domestic water system; (2) constructed per the City's Recycled Water Construction Standards; (3) irrigated	Include plans for the recycled water system serving the TCSP area to include the described features.	The city shall confirm these features are in place.	Once prior to issuance of building permits.	The City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
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at night; and (4) properly signed. Note that the signs shall be installed once the system is fully operational. - Mainline shall be a public system with meters, as appropriate, to recycled water customers. The developer shall be responsible for the design and construction of the recycled water main pipeline system within the development. Construction shall be per City standard requirements with payment of applicable fees. - Separate meters for the portion of the irrigated area intended for the future recycled water system and the portion of the system that will not be connected to the future recycled water system, if any. - Until the recycled water system is operational, the common area irrigation system shall be connected to the domestic system. Once recycled water is available, and connection to the recycled water system is made, the developer shall remove the connection to the domestic water system. - Prior to the availability of recycled water, the developer shall be responsible for payment of the Recycled Water Connection Fee or the water connection fee, whichever is greater for facilities constructed. - At such time as recycled water is available, the developer shall be responsible for all costs involved with the re-connection of the applicable portions of the irrigation system to the public recycled water system, including appropriate signage. Credits for connection fees shall be given by the City based on the size of the meter(s). Under no circumstance will there be a refund of water connection fees already paid.							

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
The developer shall be responsible for appropriate CCRs covering the use of recycled water within the property and for proper disclosures.							
UTL-2(c) Exterior Water Conservation							
The developer shall incorporate into the TCSP the following exterior water conservation features in order to reduce water demand to the greatest extent feasible, with a goal of at least 30% water use reduction compared to traditional turf landscaping. These shall include, but are not limited to: - Landscape of common areas with low water-using plants (i.e., drought tolerant plant species); - Weather-based irrigation controllers for all landscaped areas; - Minimize the use of turf by limiting it to lawn dependent uses; and, - Wherever turf is used, install warm season grasses.	Incorporate exterior water conservation features to reduce water demand.	Verify features are included in the project plans.	Once prior to issuance of building permits.	The City of Oxnard Community Development Department			
UTL-2(d) On-site Domestic Water System							
The on-site domestic water system shall include: - Connections to the City's system in at least two locations as approved by the City, generally located along the eastern side of the property (Ventura Road) and along either the north or south side of the development away from Ventura Road. There shall be an on-site looped main transmission system through the development. - Public pipeline systems which feed into separate water meters for each ownership. In addition, there shall be separate water	The developer shall ensure the on-site domestic water systems has connections to the City's system in at least two locations as approved by the City, public pipelines systems which feed into separate water meters for each ownership and an internal water system designed to provide for the higher of either maximum day plus fire or peak hour demand.	Verify features are included in the project plans.	Once prior to issuance of building permits.	The City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
meters for each multi-family unit, but not apartments. An internal water system designed to provide for the higher of either maximum day plus fire or peak hour demand.							
UTL-2(e) Water Neutrality							
To ensure that the proposed TCSP meets the objectives of the City's Water Neutrality Policy, the City shall confirm, at the time individual phases of the project are reviewed, that the FCGMA allocation transfer rate in place is sufficient to meet the water demand of the phase under consideration. Additional water demand above the amount of transferred supply, shall be provided by the applicant to offset the net additional water demand associated with the project. This shall be accomplished through a Water Neutrality Plan to be reviewed and approved by the City prior to issuance of any building permit. The Water Neutrality Plan shall contain any combination of the following measures, or other measures suggested by the Applicant, that are quantifiable, permanent offsets of existing potable water use elsewhere in the City, or bring new water supply to the City, that match or exceed potable water shortfall: - Use recycled water for indoor residential uses, including but not limited to, toilet flushing; - Use recycled water for indoor business park and commercial elements of the project including, but not limited to, toilet and urinal flushing, process uses and air conditioning. - Contribute to expansion of the City's water conservation program, such as but not limited to offsets available through programs such as	Complete allocation transfers. If additional water demand above the transferred supply is needed, develop a Water Neutrality Plan.	Review and confirm allocation transfer rates are sufficient to meet demand. Review and approve Water Neutrality Plan if needed. Ensure implementation of the approved plan.	Prior to issuance of building permit for individual phases. Periodically during life of the project.	The City of Oxnard Community Development Department			

Mitigation Measure/ Condition of Approval	Applicant Action Required	City Monitoring Action Required	Monitoring Timing and Frequency	Responsible Agency	Compliance Verification		
					Initial	Date	Comments
toilet exchange and showerhead replacements; d. Provide to the City financial contributions towards City programs which generate in-City water conservation or recycled water capacity or conveyance not otherwise required by another State or local water conservation program; e. Participate in other similar programs with cumulatively result in an adequate water supply contribution; and f. Provide to the City water supplies equal to the shortage amount. The City shall ensure implementation of the approved plan in all aspects of permitting and construction of individual phases addressed in the plan.							

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ORDINANCE NO. _____

AN ORDINANCE APPROVING PLANNING AND ZONING PERMIT NO. 15-640-01 (SPECIFIC PLAN), AND CERTIFYING FINAL ENVIRONMENTAL IMPACT REPORT NO. 2015-01 FOR THE TEAL CLUB SPECIFIC PLAN, GENERALLY LOCATED NORTH OF TEAL CLUB ROAD, EAST OF PATTERSON ROAD, SOUTH OF DORIS AVENUE, AND WEST OF VENTURA ROAD, (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240). FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, the City Council of the City of Oxnard has considered the proposed Teal Club Specific Plan (Exhibit A) to clarify the Urban Village as outlined within the 2030 General Plan; to create planning area boundaries and Land Use Table. The new land use designation will be applied in combination with the 2030 General Plan. This will allow for the option to develop to residential, commercial, mixed use, business research park, and open space under the Teal Club Specific Plan, as identified in the Teal Club Specific Plan within the project area; and

WHEREAS, on November 21, 2024, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for adoption of the Teal Club Specific Plan (PZ 15-640-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, on November 21, 2024, the Planning Commission considered the project and recommended the following revisions to the project:

1. The proposed Teal Club Specific Plan shall include a minimum of 20 percent of the total 990 residential units as designated Affordable units subject to the same affordability levels and ratios (60 percent very low-income and 40 percent low-income levels);
2. The proposed Class II bike lanes around the perimeter of the Teal Club Specific Plan area be developed as Class I bike lanes;
3. The Landscape Guidelines for Residential Yards (Section 3.7.7) shall be revised to exclude fountains from the list of prohibited items in front yards for Detached and Attached Cluster Home Areas (R-2); and
4. The Specific Plan shall encourage the development of electric energy developments.

WHEREAS, on April 15, 2025, the City Council of the City of Oxnard conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for adoption of the Teal Club Specific Plan (PZ 15-640-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the City Council finds, after due study, deliberation and a duly noticed public hearing on April 15, 2025, and received and reviewed written and oral comments, presented by staff

and the Applicant, and that the project meets the criteria set out in Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the City Council found that Final EIR No. 2015-01 was completed in compliance with CEQA, and the final EIR was presented to the City Council as the decision-making body of the Lead Agency, and that the City Council reviewed and considered the information contained in the final EIR prior to approving the project; and the final EIR reflects the lead agency's independent judgment and analysis; and

WHEREAS, the City Council certified Final Environmental Impact Report (FEIR) No. 2015-01 (State Clearinghouse No. 2012051080) and adopted a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The Teal Club Specific Plan and the anticipated build out of the 149.72-acre specific plan site. The FEIR No. 2015-01 found two areas of significant impacts (Agricultural Resources, and Air Quality); and

WHEREAS, the City Council finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As outlined in Section 6(b) and Attachment F of the Planning Commission Staff report, the proposed Specific Plan is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard.
2. As determined in the Final EIR No. 2015-01, the proposed Specific Plan will result in significant impacts which, even after application of feasible mitigation, cannot be mitigated to a less than significant level and therefore remain significant and unavoidable, and will result in benefits such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment.
3. As outlined in Section 6(c - g) of the Planning Commission Staff report, the proposed Teal Club Specific Plan conforms to adopted City standards and constitutes good City planning.

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this ordinance that were part of the approval process.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Teal Club Specific Plan is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Teal Club Specific Plan will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Teal Club Specific Plan is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the proposed Teal Club Specific Plan is the best use for the subject project site.

SECTION 6. The City Council determines that the Teal Club Specific Plan is in the best interests and welfare of the City and its residents.

SECTION 7. The City Council finds and determines the project is in compliance with the California Environmental Quality Act because an EIR (EIR No. 2015-01) was considered by the City Council at the public hearing. The Final EIR was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. Based upon the analysis contained in the FEIR, the Teal Club Specific Plan would result in one or more Class I potentially significant and unavoidable impacts in the following two impact sections: (1) Agricultural Resources, and (2) Air Quality. Pursuant to CEQA Section 21081 and the State CEQA Guidelines, the City Council made specific findings to include consideration of benefits of the project such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment.

SECTION 8. The City Council Approve Planning and Zoning Permit No. 15-640-01 (Specific Plan), attached hereto as Exhibit A and incorporated herein by reference with none of the revisions as recommended by the Planning Commission.

SECTION 9. Except as expressly amended herein, the City's Zoning Ordinance Map shall

remain in full force and effect and shall apply to the property affected by this Ordinance.

SECTION 10. All aspects of this Project shall not become effective unless and until the City Council approves the Development Agreement.

SECTION 11. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 12. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on April 15, 2025, and finally adopted on _____ to become effective thirty days thereafter.

PASSED, APPROVED, AND ADOPTED this 15th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Luis A. McArthur, Mayor

ATTEST:

Luly Lopez, City Clerk

Ordinance No. _____ (PZ 15-640-01; Teal Club Specific Plan)
City Council Hearing Date: April 15, 2025
Page 5 of 6

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibits:

Exhibit A: Proposed Teal Club Specific Plan

Ordinance No. _____ (PZ 15-640-01; Teal Club Specific Plan)
City Council Hearing Date: April 15, 2025
Page 6 of 6

EXHIBIT A

TEAL CLUB SPECIFIC PLAN
(See Planning Commission Staff Report, Attachment B)

Air Quality Oxnard Airport Oxnard, CA

Lawrence Stein <oxnardactivist@aol.com>

Fri, Nov 22, 2024 at 8:12 AM

To: "leska.christa@epa.gov" <leska.christa@epa.gov>, "foster.anissa@epa.gov" <foster.anissa@epa.gov>, Jim Lavery <jimfromprovidence@roadrunner.com>, "rogerpear@yahoo.com" <rogerpear@yahoo.com>, Daniela Aguirre <daguir.da@gmail.com>, Dennis Ralph <stnerhno@yahoo.com>, Barbara and Don Pineado <elkilo@aol.com>, "brownoze@aol.com" <brownoze@aol.com>, Ray Blattel <rayblattel@hotmail.com>, Steve Nash <mrswn@hotmail.com>, Angela Whitecomb <angelawhitecomb@gmail.com>, Deterie Frank <pilawqueen@aol.com>, Manuel Munoz <vidanews@aol.com>, Joseph O Neil <oxatty@earthlink.net>, Thresa Clemen <theresaclemen36@gmail.com>, Larry Stein <lps00713@yahoo.com>, William Terry <bterry25047@yahoo.com>, Citizen Journal <microcapmaven@aol.com>, Denis O'Leary <denissisepuede@yahoo.com>, Abel Magana <abel@downtownoxnard.org>, Vince Behrens <vpbehrens@yahoo.com>, Aaron Starr <starrcpa@gmail.com>, Luciano Ortiz <luckylo@yahoo.com>, "dpartello001@gmail.com" <dpartello001@gmail.com>, Saviers Road Design Team <godwinc@earthlink.net>, "alicia.percell@gmail.com" <alicia.percell@gmail.com>, "oxnardemail@gmail.com" <oxnardemail@gmail.com>, Maria Navarro <maria.navarro0805@gmail.com>, Arthur Valenzuela <arthur.valenzuela@oxnard.org>, Brian McDonald <bryan.macdonald@oxnard.org>, Bert Perello <bert.perello@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, "john.zaragoza@oxnard.org" <john.zaragoza@oxnard.org>, Oscar Madrigal <oscar.madrigal@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Stephen Fischer <stephen.fischer@oxnard.org>, Jeff Pengilley <jeff.pengilley@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, Michael Wolfe <michael.wolfe@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>, Jay Dobrowalski <jay.dobrowalski@oxnard.org>, Diana Velzy <dvelzy@aol.com>, Wendy Carlton <wendy.carlton@oxnard.org>, Javier Chagoyen-Lázaro <javier.chagoyenlazaroz@oxnard.org>, "luly.lopez@olxnard.org" <luly.lopez@olxnard.org>

To Ms. Anissa, Ms Chriksta:

The Oxnard Planning Commission approved a Specific Plan that will build 1,000 residential units, 500+ feet North of Oxnard Airport last night 11/21/2024. In Oxnard, CA. The land is irreplaceable agricultural land. There has not been a commercial flight at Oxnard Airport for over 10 years. Generally, only planes using lead base fuels fly in and out of Oxnard Airport. The planes are used to teach pilots how to fly. How much lead is in the Air at Oxnard Airport? What the standard for lead in the air? How much lead is in the air where 1,000 residential units are going to be built? Could you office address my concerns prior to proposed dismantling of the EPA by the incoming president?

Oxnard Activist

Air Quality Oxnard Airport Oxnard, CA

Douglas Partello <dpartello001@gmail.com>

Fri, Nov 22, 2024 at 10:27 AM

To: Lawrence Stein <oxnardactivist@aol.com>

Cc: "leska.christa@epa.gov" <leska.christa@epa.gov>, "foster.anissa@epa.gov" <foster.anissa@epa.gov>, Jim Lavery <jimfromprovidence@roadrunner.com>, "rogerpear@yahoo.com" <rogerpear@yahoo.com>, Daniela Aguirre <daguir.da@gmail.com>, Dennis Ralph <stnerhno@yahoo.com>, Barbara and Don Pineado <elkilo@aol.com>, "brownoze@aol.com" <brownoze@aol.com>, Ray Blattel <rayblattel@hotmail.com>, Steve Nash <mrswn@hotmail.com>, Angela Whitecomb <angelawhitecomb@gmail.com>, Deterie Frank <pilawqueen@aol.com>, Manuel Munoz <vidanews@aol.com>, Joseph O Neil <oxatty@earthlink.net>, Thresa Clemen <theresaclemen36@gmail.com>, Larry Stein <lps00713@yahoo.com>, William Terry <bterry25047@yahoo.com>, Citizen Journal <microcapmaven@aol.com>, Denis O'Leary <denissisepuede@yahoo.com>, Abel Magana <abel@downtownoxnard.org>, Vince Behrens <vpbehrens@yahoo.com>, Aaron Starr <starrcpa@gmail.com>, Luciano Ortiz <luckyljo@yahoo.com>, Saviers Road Design Team <godwinc@earthlink.net>, "alicia.percell@gmail.com" <alicia.percell@gmail.com>, "oxnardemail@gmail.com" <oxnardemail@gmail.com>, Maria Navarro <maria.navarro0805@gmail.com>, Arthur Valenzuela <arthur.valenzuela@oxnard.org>, Brian McDonald <bryan.macdonald@oxnard.org>, Bert Perello <bert.perello@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, "john.zaragoza@oxnard.org" <john.zaragoza@oxnard.org>, Oscar Madrigal <oscar.madrigal@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Stephen Fischer <stephen.fischer@oxnard.org>, Jeff Pengilley <jeff.pengilley@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, Michael Wolfe <michael.wolfe@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>, Jay Dobrowalski <jay.dobrowalski@oxnard.org>, Diana Velzy <dvelzy@aol.com>, Wendy Carlton <wendy.carlton@oxnard.org>, Javier Chagoyen-Lázaro <javier.chagoyenlazaroz@oxnard.org>, "luly.lopez@olxnard.org" <luly.lopez@olxnard.org>

Hello Larry, et al,

Here is a link to a synopsis of a report from Santa Clara County concerning lead poisoning of children near their airport:
<https://news.santaclaracounty.gov/news-release/findings-county-commissioned-airborne-lead-study-published-online-proceedings-national>

Here is just one paragraph that I hope has an impact on the decision makers considering the Teal Club Specific Plan
Children who live within a half-mile of the airport had blood lead levels 20% higher than children living between half-mile to 1.5 miles from the airport. The study also correlated blood lead levels with the proximity of a child's home and school to Reid-Hillview Airport. Children who commute toward Reid-Hillview to attend school present substantially higher blood lead levels than children who commute away from the airport.

There are many valid reasons why the TCSP should not move forward. But, the health and safety of children should be paramount for all of us. There are two new unleaded high octane fuels now available. But, there is no mandatory statute that restricts the use of leaded fuel currently. In time, I believe this will happen. But, the consequences of injury from lead poisoning is irreversible. We know that the noise levels above 65 decibels is injurious. Yet, the recommendations of the 1998 150 Noise Study for Oxnard Airport were ignored for buying out the homes on and near Little Farm Road.

We need more housing in California, and right here in Oxnard. But, we must balance that need with the long term effects of building in close proximity to an airport. It was previously deemed unsafe to build in this location. Now it is not, as the political winds have shifted. I hope and pray that the words of health, welfare, and safety are not just words, but are actual deeds that protect our children, and our community. We need a study of this before this project can move forward. We need in writing that the families living in closest proximity to the airport will be bought out, so they can move to a place that is safe, and habitable. We need to see in the proposed project language that the sewer collection pipes will be upgraded, that there will be adequate water for this development, and all of Oxnard. Mitigation of traffic, and parking, especially after AB-413 passage, will be thoughtfully considered, and mitigated. The loss of farmland of state importance is permanent. There is no mitigation. The quality of life for those of us living near this area will be dramatically impacted. For the children, do the right thing.

Douglas Partello

Cabrillo neighborhood resident

Retired respiratory care practitioner

[Quoted text hidden]

Public Record Request W006033-112224 location of ASR Wells

Lawrence Stein <oxnardactivist@aol.com>

Fri, Nov 22, 2024 at 3:19 PM

To: Michael Wolfe <michael.wolfe@oxnard.org>, Jeff Pengilley <jeff.pengilley@oxnard.org>, Arthur Valenzuela <arthur.valenzuela@oxnard.org>, Brian McDonald <bryan.macdonald@oxnard.org>, Bert Perello <bert.perello@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, "john.zaragoza@oxnard.org" <john.zaragoza@oxnard.org>, Oscar Madrigal <oscar.madrigal@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>, Oxnard City Clerk <cityclerk@oxnard.org>, Wendy Carlton <wendy.carlton@oxnard.org>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Stephen Fischer <stephen.fischer@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>, Jay Dobrowalski <jay.dobrowalski@oxnard.org>, Maria Navarro <maria.navarro0805@gmail.com>, Luly Lopez <luly.lopez@oxnard.org>, Jim Lavery <jimfromprovidence@roadrunner.com>, "rogerpear@yahoo.com" <rogerpear@yahoo.com>, Daniela Aguirre <daguir.da@gmail.com>, Dennis Ralph <stnerhno@yahoo.com>, Barbara and Don Pineado <elkilo@aol.com>, "brownoze@aol.com" <brownoze@aol.com>, Ray Blattel <rayblattel@hotmail.com>, Steve Nash <mrswn@hotmail.com>, Angela Whitecomb <angelawhitecomb@gmail.com>, Deterie Frank <pilawqueen@aol.com>, Manuel Munoz <vidanews@aol.com>, Joseph O Neil <oxatty@earthlink.net>, Thresa Clemen <theresaclemen36@gmail.com>, William Terry <bterry25047@yahoo.com>, Citizen Journal <microcapmaven@aol.com>, Denis O'Leary <denissisepuede@yahoo.com>, Abel Magana <abel@downtownoxnard.org>, Vince Behrens <vpbehrens@yahoo.com>, Aaron Starr <starrcpa@gmail.com>, Luciano Ortiz <lucky1jo@yahoo.com>, "dpartello001@gmail.com" <dpartello001@gmail.com>, Saviers Road Design Team <godwinc@earthlink.net>, "alicia.percell@gmail.com" <alicia.percell@gmail.com>, "oxnardemail@gmail.com" <oxnardemail@gmail.com>, Diana Velzy <dvelzy@aol.com>, Javier Chagoyen-Lázaro <javier.chagoyenlazaroz@oxnard.org>

My public record request was submitted 11/22/2024 the day following the Planning Commission Meeting that consisted of the Public Hearing on the approval of the EIR for the Teal Club Specific Plan:

I believe that the city had no intention to build ASR the (Advance Storage and Recovery) Wells by the time the AWTF (Advance Water Treatment Facility) became operational in 2012. Please provide the public documents indicating where the ASR wells were to be located by 2021. There were to be sufficient ASR wells so 7,000 annual acre feet of recycled water could be blended into the city's water system as part of the backbone of the city's water system.

I believe that the city had no intention to build ASR the (Advance Storage and Recovery) Wells by the time the Urban Water Master Plan was adopted by Oxnard City Council in 2020. Please provide the public documents indicating where the ASR wells were to be located by 2020. The Urban Water Master Plan is to generate 14,000 annual acre feet of recycled water that could be blended into the city's water system as part of the backbone of the city's water system.

I believe that the city had no intention to build ASR the (Advance Storage and Recovery) Wells by the time the Urban Water Master Plan was adopted by Oxnard Planning Commission as a mitigation for the source of water for the Teal Club Specific Plan on November 21, 2024. Please provide the public documents indicating where the ASR wells were to be located by November 21, 2024. Staff alluded that the Urban Water Master Plan will produce 21,000 annual acre feet of recycled water that could be blended into the city's water system as part of the backbone of the city's water system.

Larry Stein

Concerns regarding Teal Club Specific Plan

Lawrence Stein <oxnardactivist@aol.com>

Fri, Dec 20, 2024 at 6:09 PM

To: Bert Perello <bert.perello@oxnard.org>, Aaron Starr <aaron.starr@oxnard.org>, Gabriela Rodriguez <gabriela.rodriguez@oxnard.org>, Michaela Perez <michaela.perez@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, Luis McArthur <luis.mcarthur@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>, Stephen Fischer <stephen.fischer@oxnard.org>, Jay Dobrowalski <Jay.dobrowalski@oxnard.org>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Wendy Carlton <wendy.carlton@oxnard.org>, Jeff Pengilley <jeff.pengilley@oxnard.org>, Terrel Harrison <terrel.harrison@oxnard.org>, Javier Chagoyenlazarro <Javier.Chagoyenlazarro@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, "martha.ventura@oxnard.org" <martha.ventura@oxnard.org>, "chief@oxnardpd.org" <chief@oxnardpd.org>, Steve Naveau <steve.naveau@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>, Oxnard City Clerk <cityclerk@oxnard.org>, Michael Wolfe <michael.wolfe@oxnard.org>, Jim Lavery <jimfromprovidence@roadrunner.com>, "rogerpear@yahoo.com" <rogerpear@yahoo.com>, Daniela Aguirre <daguir.da@gmail.com>, Dennis Ralph <stnerhno@yahoo.com>, Barbara and Don Pineado <elkilo@aol.com>, "brownoze@aol.com" <brownoze@aol.com>, Ray Blattel <rayblattel@hotmail.com>, Steve Nash <mrswn@hotmail.com>, Angela Whitecomb <angelawhitecomb@gmail.com>, Deterie Frank <pilawqueen@aol.com>, Manuel Munoz <vidanews@aol.com>, Joseph O Neil <oxatty@earthlink.net>, Thresa Clemen <theresaclemen36@gmail.com>, William Terry <bterry25047@yahoo.com>, Citizen Journal <microcapmaven@aol.com>, Denis O'Leary <denissisepuede@yahoo.com>, Abel Magana <abel@downtownoxnard.org>, Vince Behrens <vpbehrens@yahoo.com>, Luciano Ortiz <luckyljo@yahoo.com>, "dpartello001@gmail.com" <dpartello001@gmail.com>, Saviers Road Design Team <godwinc@earthlink.net>, "alicia.perrell@gmail.com" <alicia.perrell@gmail.com>, "oxnardemail@gmail.com" <oxnardemail@gmail.com>

Members of City Council, City of Oxnard Staff

I have several concerns regarding the Teal Club Specific Plan. Please address these concerns.

- 1) Staff has failed to determine if the air is safe at the Teal Club Specific Plan. The EIR for the specific plan refers to an air quality study conducted at the EPA substation near Mesa Rio High School over two miles away. Oxnard Airport which borders the specific plan, hosts aircraft that use lead base fuels. Air that contains lead is not safe for women of child bearing years nor children under 10. Santa Paula airport has banned aircraft that use lead base fuels.
- 2) The Teal Club Specific Plan is bordered by 2nd Street to the North, Ventura Road to the East, Teal Club Road to the South, and Patterson Road to the West. That portion of 2nd street and Teal Club road within the specific plan will be widened by the developers to accommodate the traffic that will be generated by the residents of the 1,000 housing units within the plan. The developers will NOT be widening 2nd Steet and Teal Club Road west of Patterson Road to Victoria Avenue. The road will remain to be the 2 lane roads with drainages ditches to the side, creating unsafe conditions caused by the increase in traffic from the new dousing units in the plan.
- 3) The Teal Club Specific Plan calls for taking prime agricultural land out of production to be replaced by "affordable" housing. The "affordable" housing should be for the residents of Oxnard, not for people from outside of the county. The typical price for a 3 to 4 bedroom home (2,500 square foot) in Oxnard is in the \$700,000 range. A two-income household (\$30.00 per hour each) could afford a \$300,000 housing unit, but not \$700.000. One step to bring a housing unit into a range that is affordable, is to lower the size of the housing is to reduce the size of the unit. While

the city cannot set the price of a housing unit, it can set the size of a housing unit (800 to 1,000 square feet). The specific plan needs to set a limit of the size a housing unit can be in the specific plan so the units are economically affordable to residents of Oxnard and not just statutory affordable.

4) The developers are providing \$2,200,000 in assistance to 'low income' applicants. The funding would pay for 5 housing units. 5% of 1,000 housing units would be 50 housing units. One would expect a minimum of \$25,000,000 in assistance to 'low income' applicants. The source of funding for down payment assistance (grants) for only Oxnard residence needs to be provided. Section 8 assistance is only for rental assistance and the funding from HUD is declining.

5) The city is establishing the specific plan to be a CFD (Community Facility District) with the purpose of charging each owner of a housing unit a \$300.00 monthly assessment fee. The \$300.00 monthly assessment fee reduces the affordability of a housing unit. Part of the assessment fee is to pay for police officer position and a fire person position. As such, this appears to be a only a monetary transaction and not a permanent assignment of public safety personal. The developers should pay for a 20-year annuity to cover the cost of the public safety officials that were to be covered by the CFD. A second 20-year annuity should be paid by the developers to cover the balance of the cost that were to be paid by the CFD Fees. In 20 years, the residents should be able to vote as to whether they wish to have a CFD.

6) The city has not completed the infrastructure needed for the projected population of the 2023 General Plan. The Teal Club Specific Plan should not be approved until the Oxnard City Council has approved the actual funding and source of funding of the infrastructure to complete ITS, the Urban Water Master Plan, the rebuilding of the pipe lines for water and waste water, and the rebuilding the Waste Water Facility at Perkin Road.

7) The city has not completed the infrastructure of other Specific Plans including Sports Park.

8) The Teal Club Road should be approved only after Sports Park, Campus Park and College Park have been finished. The completion of these parks have been languishing for over 20 years.

Larry Stein
1965 Falkner Place
Oxnard, CA

Oxnard Activist@AOL.com

Concerns regarding Teal Club Specific Plan

Lawrence Stein <oxnardactivist@aol.com>

Fri, Dec 20, 2024 at 8:18 PM

To: Bert Perello <bert.perello@oxnard.org>, Aaron Starr <aaron.starr@oxnard.org>, Gabriela Rodriguez <gabriela.rodriguez@oxnard.org>, Michaela Perez <michaela.perez@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, Luis McArthur <luis.mcarthur@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>, Stephen Fischer <stephen.fischer@oxnard.org>, Jay Dobrowalski <jay.dobrowalski@oxnard.org>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Wendy Carlton <wendy.carlton@oxnard.org>, Jeff Pengilley <jeff.pengilley@oxnard.org>, Terrel Harrison <terrel.harrison@oxnard.org>, Javier Chagoyenlazarro <javier.chagoyenlazarro@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, "martha.ventura@oxnard.org" <martha.ventura@oxnard.org>, "chief@oxnardpd.org" <chief@oxnardpd.org>, Steve Naveau <steve.naveau@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>, Oxnard City Clerk <cityclerk@oxnard.org>, Michael Wolfe <michael.wolfe@oxnard.org>, Jim Lavery <jimfromprovidence@roadrunner.com>, "rogerpear@yahoo.com" <rogerpear@yahoo.com>, Daniela Aguirre <daguir.da@gmail.com>, Dennis Ralph <stnerhno@yahoo.com>, Barbara and Don Pineado <elkilo@aol.com>, "brownoze@aol.com" <brownoze@aol.com>, Ray Blattel <rayblattel@hotmail.com>, Steve Nash <mrswn@hotmail.com>, Angela Whitecomb <angelawhitecomb@gmail.com>, Deterie Frank <pilawqueen@aol.com>, Manuel Munoz <vidanews@aol.com>, Joseph O Neil <oxatty@earthlink.net>, Thresa Clemen <theresaclemen36@gmail.com>, William Terry <bterry25047@yahoo.com>, Citizen Journal <microcapmaven@aol.com>, Denis O'Leary <denissisepuede@yahoo.com>, Abel Magana <abel@downtownoxnard.org>, Vince Behrens <vpbehrens@yahoo.com>, Luciano Ortiz <luckylo@yahoo.com>, "dpartello001@gmail.com" <dpartello001@gmail.com>, Saviers Road Design Team <godwinc@earthlink.net>, "alicia.percell@gmail.com" <alicia.percell@gmail.com>, "oxnardemail@gmail.com" <oxnardemail@gmail.com>

Please note corrected comments.

[Quoted text hidden]



2024 12 17 Teal Club Specific Plan Concerns.docx
20K

Air Quality Teal Club Specific Plan

Lawrence Stein <oxnardactivist@aol.com>

Tue, Dec 24, 2024 at 10:37 PM

To: "planning@oxnard.org" <planning@oxnard.org>, Jay Dobrowalski <jay.dobrowalski@oxnard.org>, Bert Perello <bert.perello@oxnard.org>, Aaron Starr <aaron.starr@oxnard.org>, Gabriela Rodriguez <gabriela.rodriguez@oxnard.org>, Michaela Perez <michaela.perez@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, Luis McArthur <luis.mcarthur@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>, Jim Lavery <jimfromprovidence@roadrunner.com>, "rogerpear@yahoo.com" <rogerpear@yahoo.com>, Daniela Aguirre <daguir.da@gmail.com>, Dennis Ralph <stnerhno@yahoo.com>, Barbara and Don Pineado <elkilo@aol.com>, "brownoze@aol.com" <brownoze@aol.com>, Ray Blattel <rayblattel@hotmail.com>, Steve Nash <mrswn@hotmail.com>, Angela Whitecomb <angelawhitecomb@gmail.com>, Deterie Frank <pilawqueen@aol.com>, Manuel Munoz <vidanews@aol.com>, Joseph O Neil <oxatty@earthlink.net>, Thresa Clemen <theresaclemen36@gmail.com>, William Terry <bterry25047@yahoo.com>, Citizen Journal <microcapmaven@aol.com>, Denis O'Leary <denissisepuede@yahoo.com>, Abel Magana <abel@downtownoxnard.org>, Vince Behrens <vpbehrens@yahoo.com>, Luciano Ortiz <luckylojo@yahoo.com>, "dpartello001@gmail.com" <dpartello001@gmail.com>, Saviers Road Design Team <godwinc@earthlink.net>, "alicia.percell@gmail.com" <alicia.percell@gmail.com>, "oxnardemail@gmail.com" <oxnardemail@gmail.com>, Stephen Fischer <stephen.fischer@oxnard.org>, Jay Dobrowalski <Jay.dobrowalski@oxnard.org>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Wendy Carlton <wendy.carlton@oxnard.org>, Jeff Pengilley <jeff.pengilley@oxnard.org>, Terrel Harrison <terrel.harrison@oxnard.org>, Javier Chagoyenlazarro <Javier.Chagoyenlazarro@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, "martha.ventura@oxnard.org" <martha.ventura@oxnard.org>, "chief@oxnardpd.org" <chief@oxnardpd.org>, Steve Naveau <steve.naveau@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>, Oxnard City Clerk <cityclerk@oxnard.org>, Michael Wolfe <michael.wolfe@oxnard.org>

Is the air at the area specified at the Teal Club Specific Plan safe for women of child bearing age and children under 10? The air quality report in the EIR for the Teal Club Specific Plan addresses the air near Rio Mesa High School, over 3 away from the area within the Teal Club Specific Plan.

Larry Stein
1965 Falkner Place
Oxnard, CA

Air Quality Teal Club Specific Plan

Lawrence Stein <oxnardactivist@aol.com>

Thu, Dec 26, 2024 at 4:49 PM

To: Stephen Fischer <stephen.fischer@oxnard.org>, Jay Dobrowalski <jay.dobrowalski@oxnard.org>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Wendy Carlton <wendy.carlton@oxnard.org>, Jeff Pengilley <jeff.pengilley@oxnard.org>, Terrel Harrison <terrel.harrison@oxnard.org>, Javier Chagoyenlazarro <Javier.Chagoyenlazarro@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, "martha.ventura@oxnard.org" <martha.ventura@oxnard.org>, "chief@oxnardpd.org" <chief@oxnardpd.org>, Steve Naveau <steve.naveau@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>, Oxnard City Clerk <cityclerk@oxnard.org>, Michael Wolfe <michael.wolfe@oxnard.org>, Bert Perello <bert.perello@oxnard.org>, Aaron Starr <aaron.starr@oxnard.org>, Gabriela Rodriguez <gabriela.rodriguez@oxnard.org>, Michaela Perez <michaela.perez@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, Luis McArthur <luis.mcarthur@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>

Staff has not answered the question as to whether the air is safe in the area encompassed by the Teal Club Specific Plan. Staff refers to a report on air quality at a location that is several miles away for the development site.

----- Forwarded Message -----

From: Lawrence Stein <oxnardactivist@aol.com>

To: Bert Perello <bert.perello@oxnard.org>; Aaron Starr <aaron.starr@oxnard.org>; Gabriela Rodriguez <gabriela.rodriguez@oxnard.org>; Michaela Perez <michaela.perez@oxnard.org>; gabriela.basua@oxnard.org <gabriela.basua@oxnard.org>; Luis McArthur <luis.mcarthur@oxnard.org>; gabe.teran@oxnard.org <gabe.teran@oxnard.org>; Larry Stein <lps00713@yahoo.com>; Jim Lavery <jimfromprovidence@roadrunner.com>; rogerpear@yahoo.com <rogerpear@yahoo.com>; Daniela Aguirre <daguir.da@gmail.com>; Dennis Ralph <stnerhno@yahoo.com>; Barbara and Don Pineado <elkilo@aol.com>; brownoze@aol.com <brownoze@aol.com>; Ray Blattel <rayblattel@hotmail.com>; Steve Nash <mrswn@hotmail.com>; Angela Whitecomb <angelawhitecomb@gmail.com>; Deterie Frank <pilawqueen@aol.com>; Manuel Munoz <vidanews@aol.com>; Joseph O Neil <oxatty@earthlink.net>; Thresa Clemen <theresaclemen36@gmail.com>; William Terry <bterry25047@yahoo.com>; Citizen Journal <microcapmaven@aol.com>; Denis O'Leary <denissisepuede@yahoo.com>; Abel Magana <abel@downtownoxnard.org>; Vince Behrens <vpbehrens@yahoo.com>; Luciano Ortiz <luckylyjo@yahoo.com>; dpartello001@gmail.com <dpartello001@gmail.com>; Saviers Road Design Team <godwinc@earthlink.net>; alicia.percell@gmail.com <alicia.percell@gmail.com>; oxnardemail@gmail.com <oxnardemail@gmail.com>; Kristin Gullatt <gullatt.kristin@epa.gov>; Lakin Matt (he/him/his) <lakin.matthew@epa.gov>; kay.rynda@epa.gov <kay.rynda@epa.gov>; foster.anissa@epa.gov <foster.anissa@epa.gov>; Michelle Angelich <angelich.michelle@epa.gov>

Sent: Thursday, December 26, 2024 at 02:33:18 PM PST

Subject: Fw: Air Quality Teal Club Specific Plan

Good Afternoon:

Since staff has refused to state whether the air at the Teal Club Specific Plan is safe, one can draw the conclusion that the air at Teal Club Road is not safe. If one were to live in a housing unit after City Council approved housing in a area where the air is toxic, one would expect the city to be involved in litigation should an occupant suffer health issues after occupying one of the new housing units.

The city has been warned that there is a possibility the the air may be toxic to women of child bearing age and children under 10. The city has refused to test the air at the Teal Club site, but is relying on a air quality report that was taken over 2 miles away.

[Quoted text hidden]

Action Plan Housing

Lawrence Stein <oxnardactivist@aol.com>

Sun, Jan 12, 2025 at 4:06 PM

To: "housing.department@oxnard.org" <housing.department@oxnard.org>, Oxnard City Clerk <cityclerk@oxnard.org>
Cc: Stephen Fischer <stephen.fischer@oxnard.org>, Jay Dobrowalski <jay.dobrowalski@oxnard.org>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Wendy Carlton <wendy.carlton@oxnard.org>, Jeff Pengilley <jeff.pengilley@oxnard.org>, Terrel Harrison <terrel.harrison@oxnard.org>, Javier Chagoyenlazarro <Javier.Chagoyenlazarro@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, "chief@oxnardpd.org" <chief@oxnardpd.org>, Steve Naveau <steve.naveau@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>, Oxnard City Clerk <cityclerk@oxnard.org>, Michael Wolfe <michael.wolfe@oxnard.org>, Jim Lavery <jimfromprovidence@roadrunner.com>, "rogerpear@yahoo.com" <rogerpear@yahoo.com>, Daniela Aguirre <daguir.da@gmail.com>, Dennis Ralph <stnerhno@yahoo.com>, Maria Navarro <maria@causenow.org>, Barbara and Don Pineado <elkilo@aol.com>, "brownoze@aol.com" <brownoze@aol.com>, Ray Blattel <rayblattel@hotmail.com>, Steve Nash <mrswn@hotmail.com>, Angela Whitecomb <angelawhitecomb@gmail.com>, Deterie Frank <pilawqueen@aol.com>, Manuel Munoz <vidanews@aol.com>, Joseph O Neil <oxatty@earthlink.net>, Thresa Clemen <theresaclemen36@gmail.com>, Larry Stein <lps00713@yahoo.com>, William Terry <bterry25047@yahoo.com>, Citizen Journal <microcapmaven@aol.com>, Denis O'Leary <denissisepuede@yahoo.com>, Abel Magana <abel@downtownoxnard.org>, Vince Behrens <vpbehrens@yahoo.com>, Luciano Ortiz <luckylio@yahoo.com>, "dpartello001@gmail.com" <dpartello001@gmail.com>, Saviers Road Design Team <godwinc@earthlink.net>, "alicia.percell@gmail.com" <alicia.percell@gmail.com>, "oxnardemail@gmail.com" <oxnardemail@gmail.com>, Bert Perello <bert.perello@oxnard.org>, Aaron Starr <aaron.starr@oxnard.org>, Gabriela Rodriguez <gabriela.rodriguez@oxnard.org>, Michaela Perez <michaela.perez@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, Luis McArthur <luis.mcarthur@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, "Martha.Gullien@Oxnard.org" <Martha.Gullien@oxnard.org>

2023-2024 Annual Action Plan

I have several concerns:

- 01) Based upon the announcements from the newly elected President, he seems intent to shut down the Department of Housing in efforts to reduce the federal budget. What are the city plans (Housing Department) to replace the current funds the city obtains from the federal government thru HUD including, but not limited to Section 8 funding if HUD Funding is significantly reduced?
- 02) While the action plans refer to providing safe housing for residents that are using Section 8 vouchers including the usage of lead paint, there are no reference in the housing plans that may offer unsafe conditions such as lead in pipes, lead in the water and lead in the air. Regarding lead in the air, Oxnard Airport's air traffic includes aircraft using lead-based fuel. Aircraft using lead-based fuel, fly over housing units that are likely inhabited by residents that use Section 8 vouchers. What steps has the Housing Department taken to ensure that residents using section 8 vouchers live in housing units that is not exposed to lead in the air?
- 03) It is my opinion that the city does not extract sufficient funding from housing developers for ultra-low income and low-income residents of Oxnard for housing. Single family housing proposed by developers do not include the maximum size for single family housing. The cost of a 2,500 square foot single family house in Oxnard is over \$700,000. Many Mansions builds housing that are affordable to ultra-low and low-income residents by building smaller housing units (studio and 1-bedroom). The developers within the Teal Club Specific Plan (TCSP) intend to build less that 1,000 housing units, some of which are intending to be apartments and condos. Instead of setting aside 5% of the housing units for ultra-low and low income, they are contributing less than \$2,500,000. If 800 2,500 square foot homes are built, and sell for \$700,000 each and 5% was to go towards ultra-low and low-income housing, the product would be \$28,000,000, over 10 times more than what is being contributed. I do not know actual projected size of the average, single- family

housing unit, nor the number of the single-family housing units being planned, but I project the developers of the housing units for TCSP are not contributing to the fair share cost by a considerable portion. I suspect that the Housing Department and the Development Service Department work in conjunction so that developers of large housing projects do not pay 5% in lieu fees but might contribute 5% of the housing units to conform with requirements, those 5% contributed units tend to have less features than the other housing units being built.

04) There are no restrictions as to the size of housing units. Housing units ranging in size from 600 to 1,000 square feet would be more affordable than a 2,500 square housing unit. Instead of building 1,000 housing units, the developers of TCSP could build 2,500 housing units on smaller lots. More truly affordable housing units could be built without impacting the developer's fair profit.

05) What deed restrictions are tied to the 5% contributed housing stock to prevent flipping? How are the deed restriction, if any, are being monitored?

Larry Stein

1965 Falkner Place
Oxnard, CA 93033
OxnardActivist@AOL.com



2025 01 10 2023 - 2024 Action Plan Housing.docx

20K

Re: 01 21 2025 City Council Agenda I1 Written Public Comments

Lawrence Stein <oxnardactivist@aol.com>

Fri, Jan 24, 2025 at 2:05 PM

To: "Lopez, Brenda" <brenda.lopez@oxnard.org>

Cc: Bert Perello <bert.perello@oxnard.org>, Aaron Starr <aaron.starr@oxnard.org>, Gabriela Rodriguez <gabriela.rodriguez@oxnard.org>, Michaela Perez <michaela.perez@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, Luis McArthur <luis.mcarthur@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>, Stephen Fischer <stephen.fischer@oxnard.org>, Martha Guillen <Martha.Guillen@oxnard.org>, Jay Dobrowalski <Jay.dobrowalski@oxnard.org>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Wendy Carlton <wendy.carlton@oxnard.org>, Jeff Pengilley <jeff.pengilley@oxnard.org>, Terrel Harrison <terrel.harrison@oxnard.org>, Javier Chagoyenlazarro <Javier.Chagoyenlazarro@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, "chief@oxnardpd.org" <chief@oxnardpd.org>, Steve Naveau <steve.naveau@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>, Oxnard City Clerk <cityclerk@oxnard.org>, Michael Wolfe <michael.wolfe@oxnard.org>

Please address my concerns as you addressed the 1st concern at the City Council Meeting 01 21 2025.

01) Based upon the announcements from the newly elected President, he seems intent to shut down the Department of Housing in efforts to reduce the federal budget. What are the city plans (Housing Department) to replace the current funds the city obtains from the federal government thru HUD including, but not limited to Section 8 funding if HUD Funding is significantly reduced?

02) While the action plans refer to providing safe housing for residents that are using Section 8 vouchers including the usage of lead paint, there are no reference in the housing plans that may offer unsafe conditions such as lead in pipes, lead in the water and lead in the air. Regarding lead in the air, Oxnard Airport's air traffic includes aircraft using lead-based fuel. Aircraft using lead-based fuel, fly over housing units that are likely inhabited by residents that use Section 8 vouchers. What steps has the Housing Department taken to ensure that residents using section 8 vouchers live in housing units that is not exposed to lead in the air?

03) It is my opinion that the city does not extract sufficient funding from housing developers for ultra-low income and low-income residents of Oxnard for housing. Single family housing proposed by developers do not include the maximum size for single family housing. The cost of a 2,500 square foot single family house in Oxnard is over \$700,000. Many Mansions builds housing that are affordable to ultra-low and low-income residents by building smaller housing units (studio and 1-bedroom). The developers within the Teal Club Specific Plan (TCSP) intend to build less that 1,000 housing units, some of which are intending to be apartments and condos. Instead of setting aside 5% of the housing units for ultra-low and low income, they are contributing less than \$2,500,000. If 800 2,500 square foot homes are built, and sell for \$700,000 each and 5% was to go towards ultra-low and low-income housing, the product would be \$28,000,000, over 10 times more than what is being contributed. I do not know actual projected size of the average, single- family housing unit, nor the number of the single-family housing units being planned, but I project the developers of the housing units for TCSP are not contributing to the fair share cost by a considerable portion. I suspect that the Housing Department and the Development Service Department work in conjunction so that developers of large housing projects do not pay 5% in lieu fees but might contribute 5% of the housing units to conform with requirements, those 5% contributed units tend to have less features that the other housing units being built.

04) There are no restrictions as to the size of housing units. Housing units ranging in size from 600 to 1,000 square feet would be more affordable than a 2,500 square housing unit. Instead of

building 1,000 housing units, the developers of TCSP could build 2,500 housing units on smaller lots. More truly affordable housing units could be built without impacting the developer's fair profit.

05) What deed restrictions are tied to the 5% contributed housing stock to prevent flipping? How are the deed restriction, if any, are being monitored?

On Friday, January 24, 2025 at 08:00:24 AM PST, Lopez, Brenda <brenda.lopez@oxnard.org> wrote:

Greetings Mr. Stein,

As indicated on January 16, 2025, your comments were forwarded to the Housing Department's Office and will be filed with the 2023-2024 Annual Action Plan. The updated Annual Action Plan will be available for your review on our website: <https://www.oxnard.gov/housing/grants-management> under the Annual Program Activities section, no later than February 7, 2025.

Thank you

Brenda Lopez
Oxnard Housing Authority
[435 South D Street](#)
[Oxnard, CA 93030](#)
(805)385-8092

This communication may contain confidential information. If you are not the intended recipient of this communication, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

Begin forwarded message:

From: Lawrence Stein <oxnardactivist@aol.com>

Date: January 23, 2025 at 6:03:53 AM PST

To: Oxnard City Clerk <cityclerk@oxnard.org>, Bert Perello <bert.perello@oxnard.org>, Aaron Starr <aaron.starr@oxnard.org>, Gabriela Rodriguez <gabriela.rodriguez@oxnard.org>, Michaela Perez <michaela.perez@oxnard.org>, gabriela.basua@oxnard.org, Luis McArthur <luis.mcarthur@oxnard.org>, gabe.teran@oxnard.org, Larry Stein <lps00713@yahoo.com>

Cc: Stephen Fischer <stephen.fischer@oxnard.org>, Martha Guillen <martha.guillen@oxnard.org>, Jay Dobrowalski <Jay.dobrowalski@oxnard.org>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Wendy Carlton <wendy.carlton@oxnard.org>, Jeff Pengilley <jeff.pengilley@oxnard.org>, Terrel Harrison <terrel.harrison@oxnard.org>, Javier Chagoyenlazarro <Javier.Chagoyenlazarro@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, chief@oxnardpd.org, Steve Naveau <steve.naveau@oxnard.org>, Ashley Golden <Ashley.Golden@oxnard.org>, Oxnard City Clerk <cityclerk@oxnard.org>, Michael Wolfe <michael.wolfe@oxnard.org>

Subject: 01 21 2025 City Council Agenda I1 Written Public Comments not Acknowledged

Dear City Clerk:

I submitted a public comment on Item I1 - ... Amendment to the 2023-2024 Annual Action Plan. The City Clerk did not acknowledge that a written comment was submitted. he City Mayr read the 1st issue at the public hearing, but did not read the subsequent issues and concern that I had. The Interim Housing Director addressed the issue.

The Interim Housing Director received my concerns within the time frame specified time period for public comment on the issue. I request that both my concerns and the answers to my concerns get publicly addressed at the next City Council Meeting as well as being published in the report that will be sent to HUD. I am keen on receiving the answers to my concerns regarding lead in the air and the impact of lead in the air on those who reside in housing that is not lead free of air for Section 8 recipients. I am also concern on how the Housing Department recoups the cost of subsidized housing, when the recipients of the housing later sale the housing units at fair market price (flipping).

Larry Stein



Reply

Forward



City of Oxnard Mail - Action Plan Housing.pdf
236K

Re: [Records Center] CITY RECORDS REQUEST :: 0006276-012725

Lawrence Stein <oxnardactivist@aol.com>

Mon, Jan 27, 2025 at 8:11 PM

To: City of Oxnard <oxnardca@govqa.us>

Cc: Bert Perello <bert.perello@oxnard.org>, Aaron Starr <aaron.starr@oxnard.org>, Gabriela Rodriguez <gabriela.rodriguez@oxnard.org>, Michaela Perez <michaela.perez@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, Luis McArthur <luis.mcarthur@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>, Stephen Fischer <stephen.fischer@oxnard.org>, Martha Guillen <Martha.Guillen@oxnard.org>, Jay Dobrowalski <Jay.dobrowalski@oxnard.org>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Wendy Carlton <wendy.carlton@oxnard.org>, Jeff Pengilley <jeff.pengilley@oxnard.org>, Terrel Harrison <terrel.harrison@oxnard.org>, Javier Chagoyenlazarro <Javier.Chagoyenlazarro@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, "chief@oxnardpd.org" <chief@oxnardpd.org>, Steve Naveau <steve.naveau@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>, Oxnard City Clerk <cityclerk@oxnard.org>, Michael Wolfe <michael.wolfe@oxnard.org>, Jim Lavery <jimfromprovidence@roadrunner.com>, "rogerpear@yahoo.com" <rogerpear@yahoo.com>, Daniela Aguirre <daguir.da@gmail.com>, Dennis Ralph <stnerhno@yahoo.com>, Maria Navarro <maria@causenow.org>, Barbara and Don Pineado <elkilo@aol.com>, "brownoze@aol.com" <brownoze@aol.com>, Ray Blattel <rayblattel@hotmail.com>, Steve Nash <mrswn@hotmail.com>, Angela Whitecomb <angelawhitecomb@gmail.com>, Deterie Frank <pilawqueen@aol.com>, Manuel Munoz <vidanews@aol.com>, Joseph O Neil <oxatty@earthlink.net>, Thresa Clemen <theresaclemen36@gmail.com>, William Terry <bterry25047@yahoo.com>, Citizen Journal <microcapmaven@aol.com>, Denis O'Leary <denissisepuede@yahoo.com>, Abel Magana <abel@downtownoxnard.org>, Vince Behrens <vpbehrens@yahoo.com>, Luciano Ortiz <luckylyjo@yahoo.com>, "dpartello001@gmail.com" <dpartello001@gmail.com>, Saviers Road Design Team <godwinc@earthlink.net>, "alicia.percell@gmail.com" <alicia.percell@gmail.com>, "oxnardemail@gmail.com" <oxnardemail@gmail.com>

The city refers to the air quality reports in its EIRs. Please reopen the public request or have the Teal Club Specific Plan EIR thrown out as it refers to air quality reports. Does the know of or ignore toxic air in the city?

On Monday, January 27, 2025 at 02:58:14 PM PST, City of Oxnard <oxnardca@govqa.us> wrote:

--- Please respond above this line ---



RE: PUBLIC RECORDS REQUEST Reference # 0006276-012725.

Dear Lawrence Stein,

The City of Oxnard has reviewed its files and has determined that there are no responsive documents to your request and the request has been closed.

I was informed by Community Development that this should be requested from the Ventura County Air Pollution Control District. We do not maintain those records.

To access your request please log into the Public Records Center.

Sincerely,

Wendy Carlton
Public Records Advocate

City of Oxnard
300 West Third Street
Oxnard, CA 93030

To monitor the progress or update this request please log into the [Public Records Center](#)



Re: [Records Center] CITY RECORDS REQUEST :: 0006276-012725

Lawrence Stein <oxnardactivist@aol.com>

Tue, Jan 28, 2025 at 9:10 PM

To: City of Oxnard <oxnardca@govqa.us>, Bert Perello <bert.perello@oxnard.org>, Aaron Starr <aaron.starr@oxnard.org>, Gabriela Rodriguez <gabriela.rodriguez@oxnard.org>, Michaela Perez <michaela.perez@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, Luis McArthur <luis.mcarthur@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>, Stephen Fischer <stephen.fischer@oxnard.org>, Martha Guillen <Martha.Guillen@oxnard.org>, Jay Dobrowalski <Jay.dobrowalski@oxnard.org>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Wendy Carlton <wendy.carlton@oxnard.org>, Jeff Pengilley <jeff.pengilley@oxnard.org>, Terrel Harrison <terrel.harrison@oxnard.org>, Javier Chagoyenlazarro <Javier.Chagoyenlazarro@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, "chief@oxnardpd.org" <chief@oxnardpd.org>, Steve Naveau <steve.naveau@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>, Oxnard City Clerk <cityclerk@oxnard.org>, Michael Wolfe <michael.wolfe@oxnard.org>, Jim Lavery <jimfromprovidence@roadrunner.com>, "rogerpear@yahoo.com" <rogerpear@yahoo.com>, Daniela Aguirre <daguir.da@gmail.com>, Dennis Ralph <stnerhno@yahoo.com>, Maria Navarro <maria@causenow.org>, Barbara and Don Pineado <elkilo@aol.com>, "brownoze@aol.com" <brownoze@aol.com>, Ray Blattel <rayblattel@hotmail.com>, Steve Nash <mrswn@hotmail.com>, Angela Whitecomb <angelawhitecomb@gmail.com>, Deterie Frank <pilawqueen@aol.com>, Manuel Munoz <vidanews@aol.com>, Joseph O Neil <oxatty@earthlink.net>, Thresa Clemen <theresaclemen36@gmail.com>, William Terry <bterry25047@yahoo.com>, Citizen Journal <microcapmaven@aol.com>, Denis O'Leary <denissisepuede@yahoo.com>, Abel Magana <abel@downtownoxnard.org>, Vince Behrens <vpbehrens@yahoo.com>, Luciano Ortiz <luckyiljo@yahoo.com>, "dpartello001@gmail.com" <dpartello001@gmail.com>, Saviers Road Design Team <godwinc@earthlink.net>, "alicia.percell@gmail.com" <alicia.percell@gmail.com>, "oxnardemail@gmail.com" <oxnardemail@gmail.com>, Peter Tellez <tellez.peter@epa.gov>

There is lead in the air located at Teal Club Specific Plan site. Federal and State standards are such that any lead in the air is hazardous for women of children bearing years and children under 10. Currently the land is used for growing crops. VCAPCD has not tested the air. Planes use lead base fuel at Oxnard Airport, the Teal Club Specific is next to the airport. The, city, being the lead agency has not stated that the air is lead free, nor had the air tested in the 15 years the Teal Club Specific has been under review. Will the City Attorney and the City manager attest that the air is lead free at the Teal Club Specific Site? I am of the opinion that if the City Attorney and the City Manager cannot attest that the air is safe for residential housing at the Teal Club Specific Plan site, it is not safe for residential housing to be constructed. If the city attested that the air is safe and it is not, what are the chances that the city, the developers and real estate agents will be sued by homeowners?

I spoke to officials at VCAPCD this last summer prior to contacting the EPA. I spent several months speaking to staff at the EPA. I concluded my conversations with the EPA last week after speaking the Dr. Peter Tellez, the EPA liaison for the EPA 9th district of which California is within its jurisdiction. According to Dr. Tellez, the EPA will provide funding if funding is available, if a government entity applies for funding to have its air tested. Apparently, the governing bodies have not requested funding in 15 years to have the air tested.

I am of the opinion that the city cares more the developers of housing units, than the residents who will occupy the housing units. I have cited several Specific Plans where the infrastructure has not been completed in over 10 years after the housing units have been built and the developers left the area.

This is from the City that Care Less.

Larry Stein

On Tuesday, January 28, 2025 at 09:22:41 AM PST, City of Oxnard <oxnardca@govqa.us> wrote:

Attachments:

[Air_Quality_Teal_Club.pdf](#)

--- Please respond above this line ---



RE: PUBLIC RECORDS REQUEST Reference # O006276-012725.

Good morning, Mr. Stein,

Thank you for your message.

I have added to the portal and am attaching to this email, pages 114-130 of the Final Environmental Impact Report (also located on the City's [website](#)). As you mentioned, the EIR includes information regarding the criteria pollutants *as described in the VCAPCD Air Quality Assessment Guidelines*.

Regulatory jurisdiction regarding air quality is outlined in 4.3.1 Section B in the EIR:

b. Regulatory Jurisdiction. The federal and state governments have been empowered by the federal and state Clean Air Acts to regulate the emission of airborne pollutants and have established ambient air quality standards for the protection of public health. The United States Environmental Protection Agency (USEPA) is the federal agency designated to administer air quality regulations, while the Air Resources Board (ARB) in the California Environmental Protection Agency is the state agency that administers air quality regulations. Local control in air quality management is provided by the ARB through county-level Air Pollution Control Districts (APCDs) and multi-county Air Quality Management Districts (AQMDs). The ARB has established state air quality standards and is responsible for control of mobile emission sources, while the local APCDs and AQMDs are responsible for enforcing standards and regulating stationary sources. The ARB has established 14 air basins statewide. The project site is located in the South Central Coast Air Basin and is in the jurisdiction of the Ventura County Air Pollution Control Districts (VCAPCD).

Please contact the Ventura County Air Pollution Control District for more information. Your request is now closed.

Sincerely,

Wendy Carlton
Public Records Advocate

City of Oxnard
300 West Third Street
Oxnard, CA 93030

To monitor the progress or update this request please log into the [Public Records Center](#).

To monitor the progress or update this request please log into the [Public Records Center](#)



Lead Free air? Teal Club Specific Plan Site PRC 0006299-012925

Lawrence Stein <oxnardactivist@aol.com>

Wed, Jan 29, 2025 at 5:40 PM

To: Bert Perello <bert.perello@oxnard.org>, Aaron Starr <aaron.starr@oxnard.org>, Gabriela Rodriguez <gabriela.rodriguez@oxnard.org>, Michaela Perez <michaela.perez@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, Luis McArthur <luis.mcarthur@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>, Stephen Fischer <stephen.fischer@oxnard.org>, Martha Guillen <Martha.Guillen@oxnard.org>, Jay Dobrowalski <Jay.dobrowalski@oxnard.org>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Wendy Carlton <wendy.carlton@oxnard.org>, Jeff Pengilley <jeff.pengilley@oxnard.org>, Terrel Harrison <terrel.harrison@oxnard.org>, Javier Chagoyenlazarro <Javier.Chagoyenlazarro@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, "chief@oxnardpd.org" <chief@oxnardpd.org>, Steve Naveau <steve.naveau@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>, Oxnard City Clerk <cityclerk@oxnard.org>, Michael Wolfe <michael.wolfe@oxnard.org>, Jim Lavery <jimfromprovidence@roadrunner.com>, "rogerpear@yahoo.com" <rogerpear@yahoo.com>, Daniela Aguirre <daguir.da@gmail.com>, Dennis Ralph <stnerhno@yahoo.com>, Maria Navarro <maria@causenow.org>, Barbara and Don Pineado <elkilo@aol.com>, "brownoze@aol.com" <brownoze@aol.com>, Ray Blattel <rayblattel@hotmail.com>, Steve Nash <mrswn@hotmail.com>, Angela Whitecomb <angelawhitecomb@gmail.com>, Deterie Frank <pilawqueen@aol.com>, Manuel Munoz <vidanews@aol.com>, Joseph O Neil <oxatty@earthlink.net>, Thresa Clemen <theresaclemen36@gmail.com>, William Terry <bterry25047@yahoo.com>, Citizen Journal <microcapmaven@aol.com>, Denis O'Leary <denissisepuede@yahoo.com>, Abel Magana <abel@downtownoxnard.org>, Vince Behrens <vpbehrens@yahoo.com>, Luciano Ortiz <luckylojo@yahoo.com>, "dpartello001@gmail.com" <dpartello001@gmail.com>, Saviers Road Design Team <godwinc@earthlink.net>, "alicia.percell@gmail.com" <alicia.percell@gmail.com>, "oxnardemail@gmail.com" <oxnardemail@gmail.com>, Peter Tellez <tellez.peter@epa.gov>

Please note my most recent public record request:

0006299-012925

I wish to inspect the public record that the city attests that the air over the Teal Club Specific Plan site is lead free. If the city cannot provide the record, please provide the legal reason why one cannot infer the air over the Teal Club Specific Plan site is not lead free. The Teal Club Specific Plan site is less than 1,000 feet from the source that generates lead in the air.

Several people including 3 neighborhood council presidents have expressed concerns about the lead in the air at the Teal Club Specific Plan site. Both the EPA and the state indicate that any lead in the air is hazardous to women of child bearing age and children under the age of 10. The city Planning Commission has approved the Teal Club Specific Plan despite the Planning and Development Service Department not having received an air quality report for the site. The actual construction will not affect the air quality,

I am concerned about preexisting conditions that have not been tested. Future residents should not be subject to pre existing hazardous conditions, that would not exist if they were not residence of the specific plan site. Lead in the pipes, water and paint create similar hazardous conditions as lead in the air. Lead in the body is not reversable. The Oxnard City Council can deny the 15+ year specific plan.

Larry Stein An Oxnard Activist 01 29 2025

Re: Lead in the air

Lawrence Stein <oxnardactivist@aol.com>

Tue, Feb 11, 2025 at 6:55 PM

To: Karin Grennan <karin@vcapcd.org>

Thank for your response.

Some of my concerns were not answered.

a)
Where does your agency test for Lead in the air? Answered - Your entity does not test for lead nor is testing for lead required.

b)
Is Lead in the air toxic, if so, what demographics are face the most damage to lead in the air? Not answered

If your agency does not test for lead in the air, why? Has your agency contacted the EPA for funding to test for lead in the air? If not, why? Not answered.

Oxnard airport has planes that use lead in their fuel. There are at least two separate plans to build homes near the air port. If you do not test for lead near airports that are the source of lead in the air, how do you know what the concentrations of lead in the air are?

Larry Stein

Is Lead in the air toxic, if so, what demographics are face the most damage to lead in the air? If your agency does not test for lead in the air, why? Has your agency contacted the EPA for funding to test for lead in the air? If not, why?

On Tuesday, February 11, 2025 at 04:48:52 PM PST, Karin Grennan <karin@vcapcd.org> wrote:

Mr. Stein,

Ventura County doesn't fall under the EPA monitoring requirements for lead (Pb). Source-oriented lead monitoring is required for industrial facilities that emit 0.5 tons per year (tpy) or airports that emit 1.0 tpy. Lead monitoring is also required in large urban areas (core-based statistical areas or CSBAs with a population of 500,000 or more) at multi-pollutant ambient monitoring (or NCore) sites. There are no industrial facilities or airports that are above this threshold, and there are no NCore sites in the Ventura County CBSA.

There is lead monitoring done every 12 days at the air monitoring station located on the campus of Simi Valley High School at [5400 Cochran St.](#) as part of a statewide network of air toxic monitoring sites. Data from this monitoring effort can be accessed at <https://www.arb.ca.gov/adam/toxics/sitepages/pbsimi.html>.

You may find additional information of interest on the [EPA's Lead Air Pollution page](#).

Respectfully,

Karin Grennan

KARIN GRENNAN

Public Information Officer

Office: 805-303-4002

Cell: 805-844-5797

karin@vcapcd.org

Pronouns: she/her



VCAPCD.org



Please note that I work Monday through Thursday from 7:30 a.m. to 6 p.m.

From: Bautista, Ashley <Ashley.Bautista@ventura.org>

Sent: Friday, February 7, 2025 5:58 PM

To: oxnardactivist@aol.com

Cc: Karin Grennan <karin@vcapcd.org>

Subject: Re: Lead in the air

Mr. Stein, The best point of contact for air quality questions is the Air Pollution Control District. More information can be found at <http://www.vcapcd.org/>. Karin their Public Information Officer is cc'd for further info. Thanks, Ashley

Chief of Staff

District 2

Sent from my iPhone

On Feb 7, 2025, at 3:13 PM, Supervisor Gorell <SupervisorGorell@ventura.org> wrote:

From: Lawrence Stein <oxnardactivist@aol.com>

Sent: Friday, February 7, 2025 3:11:58 PM (UTC-08:00) Pacific Time (US & Canada)

To: complaints@vcapcd.org <complaints@vcapcd.org>

Cc: Bert Perello <Bert.Perello@oxnard.org>; Aaron Starr <aaron.starr@oxnard.org>; Gabriela Rodriguez <gabriela.rodriguez@oxnard.org>; Michaela Perez <michaela.perez@oxnard.org>; gabriela.basua@oxnard.org <gabriela.basua@oxnard.org>; Luis McArthur <luis.mcarthur@oxnard.org>; gabe.teran@oxnard.org <gabe.teran@oxnard.org>; Larry Stein <lps00713@yahoo.com>; Stephen Fischer <stephen.fischer@oxnard.org>; Martha Guillen <martha.guillen@oxnard.org>; Jay Dobrowakski <Jay.dobrowalski@Oxnard.org>; alexander.nguyen@oxnard.org <alexander.nguyen@oxnard.org>; Wendy Carlton <wendy.carlton@oxnard.org>; jeff.pengilley@oxnard.org <jeff.pengilley@oxnard.org>; Terrel Harrison <terrel.harrison@oxnard.org>; Javier Chagoyenlazarro <Javier.Chagoyenlazarro@Oxnard.org>; Luly Lopez <luly.lopez@oxnard.org>; chief@oxnardpd.org <chief@oxnardpd.org>; Steve Naveau <steve.naveau@oxnard.org>; Ashley Golden <ashley.golden@oxnard.org>; Oxnard City Clerk <cityclerk@oxnard.org>; Michael Wolfe <Michael.Wolfe@oxnard.org>; Peter Tellez <z.peter@epa.gov>; Jim Lavery <jimfromprovidence@roadrunner.com>; rogerpear@yahoo.com <rogerpear@yahoo.com>; Daniela Aguirre <daguir.da@gmail.com>; Dennis Ralph <stnerhno@yahoo.com>; Maria Navarro <maria@causenow.org>; Barbara and Don Pineado <elkilo@aol.com>; brownoze@aol.com <brownoze@aol.com>; Ray Blattel <rayblattel@hotmail.com>; Nash, Steve <mrswn@hotmail.com>; Angela Whitecomb <angelawhitecomb@gmail.com>; Deterie Frank <pilawqueen@aol.com>; Vida News <vidanews@aol.com>; Joseph O Neil <oxatty@earthlink.net>; Thresa Clemen <theresaclemen36@gmail.com>; William Terry <bterry25047@yahoo.com>; Citizen Journal <microcapmaven@aol.com>; Denis O'Leary <denissisepuede@yahoo.com>; Abel Magana <abel@downtownoxnard.org>; Vince Behrens <vpbehrens@yahoo.com>; Luciano Ortiz <lucky1jo@yahoo.com>; dpartello001@gmail.com <dpartello001@gmail.com>; Saviers Road Design Team <godwinc@earthlink.net>; alicia.percell@gmail.com <alicia.percell@gmail.com>; oxnardemail@gmail.com <oxnardemail@gmail.com>

Subject: Lead in the air

WARNING: If you believe this message may be malicious use the Phish Alert Button to report it or forward the message to Email.Security@ventura.org.

Good Afternoon:

Where does your agency test for Lead in the air? Is Lead in the air toxic, if so, what demographics are face the most damage to lead in the air? If your agency does not test for lead in the air, why? Has your agency contacted the EPA for funding to test for lead in the air? If not, why?

Larry Stein

[1965n Falkner Place,](#)

[Oxnard, CA](#) 805 486-6799

Town Hall Meeting - Teal Club Webinar Questions					
Questions and Comments provided During the Meeting					
#	Question	Asker Name	Asker Email	Answer	Question Time
1	lost the slide show!	Mark Capehart	-		03/27/2025 17:49:04
2	How long is this project will take to build?	mark	-		03/27/2025 17:50:13
3	Did you do the study on the traffic congestion?	mark	-		03/27/2025 17:52:08
4	Do you anticipate overflowing of parking congestion to the other neighborhood?	mark	-		03/27/2025 17:54:01
5	990 units...That is over 1800 cars minimum.	mark	-		03/27/2025 18:01:37
6	Is there a way to honor the Chumash (the original caretakers of this land) by either naming the park Chumash park or naming one of the streets, Chumash rd/st?	Manuel Herrera	-		03/27/2025 18:05:54
7	Air quality monitoring is 7 miles from TCSP proposed land. No testing for lead, or air quality has been done at the TCSP landmass, and within 1 mile of the proposed project area. Given the close proximity of the airport, and over 90% of the flights are small, lead gasoline fueled planes at OXR since 2010. Why has not lead testing been done, as the risk of lead poisoning, similar to Santa Clara Airport in size and use, been found higher lead levels than the children tested at Flint, MI?	Douglas Partello	-		03/27/2025 18:08:51
8	How many units of 990 are slotted for low-income housing?	mark	-		03/27/2025 18:09:21
9	Where can the public see the proposed Mello-Roos origination document? What would be included in the Mello-Roos for those new homeowners to face that tax burden? What would be the max cap? And the inflator?	Douglas Partello	-		03/27/2025 18:13:19
10	Why is not adding a lane on Doris Ave. included in the plan?	Douglas Partello	-		03/27/2025 18:15:24
11	How many parking spaces is allowed in the plan, per unit?	Douglas Partello	-		03/27/2025 18:16:00
12	Doris Ave is and will be a drag strip. City, please consider implementing traffic circles at intersections with the Cabrillo neighborhood.	Miguel F.	-		03/27/2025 18:16:27
13	Will there be parking on Doris Ave. from Ventura Rd. to Patterson Rd.?	Douglas Partello	-		03/27/2025 18:16:33
14	Is it true that Trader Joe's is considering placing a store in the commercial space?	Anonymous Attendee			03/27/2025 18:17:12
15	Also, please reduce the lawn area in the street-adjacent green buffers and plant substantial areas of drought tolerant or even California native landscaping.	Miguel F.	-		03/27/2025 18:18:17
16	The EIR only address air quality for the construction, not for the airport, or at the project area after construction is completed.	Douglas Partello	-		03/27/2025 18:18:19
17	Can you summarize the defined improvement plans for Doris Avenue between Patterson and Victoria?	Nard1	-		03/27/2025 18:19:43
18	Table 4.3-3 of the EIR shows two Class I Air Quality negative impacts that are significant and unavoidable. What specifically are those Class I impacts?	Douglas Partello	-		03/27/2025 18:20:00
19	How many spaces for the multi-family units, per unit? Jay said 2 garage spaces for the single family homes only in his comment at this meeting.	Douglas Partello	-		03/27/2025 18:21:01
20	I think the lead concern stems from the leaded fuel used by piston airplanes doing touch and goes at Oxnard airport. A study in Northern California showed children attending a school in close proximity to an airport heavily used by small piston airplanes suffered from lead poisoning. What steps are being taken to insure children in this development Aren't exposed to lead toxins from the piston airplanes using Oxnard airport and flying over this development?	Anonymous Attendee			03/27/2025 18:21:41
21	Jay's comment was unresponsive to my question about the Mello-Roos document.	Douglas Partello	-		03/27/2025 18:21:56

22	Question 1: I heard something about parks and stages. Campus Park is being built nearby and proposed a stage there that the Airport Commission shot down because it's in the Outer Safety Zone for the Airport. Part of Teal Club falls into this same zone and the other part is the traffic pattern zone. According to the Adopted Land Use Compatibility Standardss in Safety Zones for Civilian Airports, Outdoor Amphitheaters aren't allowed in either Teal Club Airport zone, and parks are conditional . Have you gone over this with the airport commission and if so, are they allowing the stages? Are you taking into consideration the number or airplane crashes we've had in the area and considering how close these homes are being built to an airport?? Question 2: I live just up from here in the historic district. We already have too much traffic traveling from Oxnard Blvd down SEcond street to Ventura Rd. The speeders are crazy coming through here and more housing at Teal Club is only going to add more speeders & traffic	Eric Andrist	-		03/27/2025 18:21:56
23	2 garage spaces for the 220 single family homes. But, how many spaces per unit for the 770 multi-family units, per unit?	Douglas Partello	-		03/27/2025 18:23:33
24	Most people used garage for storage....the cars end up on the road causing congestion. Would there be HOA and bi-law to enforce parking in the development?	mark	-		03/27/2025 18:25:53
25	2016 Callegas Engineering made a report on collection sewer pipes, showing significant "surcharge" including along Ventura Rd. and 2nd Street needing upgrade of the pipe size from 10" to 16". Has that been done? And does the TCSP provide for this improvement?	Douglas Partello	-		03/27/2025 18:26:57
26	Are the homes on Little Farm Rd. for which there is no mitigation for airport noise going to be purchased? And those families not be at further risk of noise health impacts.	Douglas Partello	-		03/27/2025 18:29:02
27	Without widening Doris Ave. from Ventura Rd. to Victoria Ave. and the proposed K-8 school at Doris and Patterson, along with the 990 residential units, businesses, and light industrial, traffic will be A NIGHTMARE!!!! We are already jammed up at Patterson Rd. and Gonzales Rd. due to the H.S. and Thurgood Marshall school.	Douglas Partello	-		03/27/2025 18:31:41
28	Those that will live in the multi-family units, they will not have adequate parking. Maybe this is why the moderator is reluctant to give that figure to us now. They WILL be coming into Cabrillo neighborhood to park. This will be a parking nightmare for those of us living in Cabrillo neighborhood, close to Doris Ave.	Douglas Partello	-		03/27/2025 18:33:33
29	I have done a two day walk-about, with a letter of protest to this project. I received 125 signatures. NO ONE wants this project in the Cabrillo neighborhood. Our property values will go down, with our quality of life; parking, traffic, noise, air quality, crime, trash, increased safety and ambulance traffic.	Douglas Partello	-		03/27/2025 18:35:28
30	We will see folks crossing Doris Ave. after then park inside the Cabrillo neighborhood, much like we see at the condos on Victoria, near Gonzales Rd. Cars go up to 70 mph along Doris. Someone will be killed.	Douglas Partello	-		03/27/2025 18:38:03
31	Will these questions and comments be part of the public record?	Douglas Partello	-		03/27/2025 18:38:54
32	P.S. you said we could use the chat box but it says it's disabled.	Eric Andrist	-		03/27/2025 18:38:56
33	What is the apartment parking standard?	Douglas Partello	-		03/27/2025 18:41:40
34	Will Dennis Hardrave answer to all the aircraft noise complents from the residents?	cmclaughlin@aspenhelo.com	-		03/27/2025 18:42:43
35	With the passage of AB-413, has the plan accounted for the loss of parking space on the public street, in the plan?	Douglas Partello	-		03/27/2025 18:44:03
36	Unresponsive to question on air quality, for lead testing.	Douglas Partello	-		03/27/2025 18:44:43
37	It sounds like you already decided to build. So, what is the point of City Council voting?	mark	-		03/27/2025 18:46:22
38	Trader Joe's in Oxnard... dream on. They hate Oxnard's people.	Miguel F.	-		03/27/2025 18:48:58

39	You said my parking question was in the EIR and I've searchd and Second street isn't even mentioned.	Eric Andrist	-		03/27/2025 18:52:54
40	Why is the chat disabled?	Douglas Partello	-		03/27/2025 18:53:40
41	Why would fire be included in the Mello-Roos, when that is generally a General Fund funded service?	Douglas Partello	-		03/27/2025 19:00:36
42	Fire was removed from CFD #5.	Douglas Partello	-		03/27/2025 19:00:58
43	Police service is also a General Fund service, that all residents of Oxnard should have access to safety service. Is the police service in the Mello-Roos "enhanced" service, or basic police service? RiverPark pays in their Mello-Roos for "enhanced" police service.	Douglas Partello	-		03/27/2025 19:02:21
44	RiverPark CFD #5 also pays for the basic level of police service, and the enhanced portion of cost. They are being "double dipped". for this service then.	Douglas Partello	-		03/27/2025 19:03:19
45	I do not have a microphone on my computer, so am unable to speak on this Zoom meeting. The chat is disabled, so not able to give comments or questions there either.	Douglas Partello	-		03/27/2025 19:04:27
46	Will the Patterson- Doris intersection be backed up at times until Doris is improved between Patterson and Victoria?	Nard1	-		03/27/2025 19:06:25
47	I'm wondering if people do not know how to unmute. I don't see where	Diana	-		03/27/2025 19:10:18
48	there is no mic icon	I1so9msd	-		03/27/2025 19:10:59
49	I'm trying to help those who are unable to get through after raising there hand. I don't see where the unmute is unless it pops up when you raise your hand. My system is not showing the microphone.	Diana	-		03/27/2025 19:12:31
50	On the road widen of Doris at Patterson will be bottleneck	I1so9msd	-		03/27/2025 19:15:34
Questions Submitted Before the Meeting					
1	Since the development will be in such close proximity to the airport, why was testing for lead not included in the EIR?	Douglas Partello			3/24/2025 9:11:00
2	How many parking spaces are given for each of the 990 residential units? How many for the 220 single family dwellings? How many for the 770 other condominium or apartment units?	Douglas Partello			3/24/2025 9:11:00
3	Where can we obtain the proposed Mello-Roos origination document? Can you share the details of the proposed Mello-Roos assessment?	Douglas Partello			3/24/2025 9:11:00
4	1) What documentation can be provided that the air at the Real Club Specific Plan site is lead free? Neither the EPA nor the Ventura Air Pollution Control Authority have tested the air for lead despite that aircraft using lead in their fuel land and takeoff at the Oxnard Airport less than 1,000 from the airport?	Larry Stein			3/25/2025 5:28:46
5	2) The developers of the Specific Plan will improve 2nd Street and Teal Club Roal Eastward from Patterson to Ventura Road. With housing units being planned, how will the traffic be mitigated Westward from Patterson the Victoria without improvements to 2nd Street and Teal Club Road Westward from Patterson?	Larry Stein			3/25/2025 5:28:46
6	3) Oxnard City Council has not approved funding to complete the Urban Water Master Plan that is to generate annually 14,000 acre feet of recycled water to be blended into the city's water system. The wells to store the recycled water have not been built after 10+ years. The test well 500 feet East of the Specific Plan has not been finished after 5 years of construction. After 10+ years after the adoption of the recycled water [program, not a single drop of recycled water has been blended despite the ratepayers of potable water have been paying into the program since 2012. With the water neutrality policy and the impression that I am getting that the city does not plan to complete the Urban Water Master Plan (or the Urban Water Master Plan to be functional), where will the water come from for the housing units in the Specific Plan?	Lawrence P Stein			3/25/2025 5:25:12

7	4) 5% of the housing units are to be set aside from low and extremely low-income residents. With the typical new housing unit in Oxnard costing over \$600,000 each, and the number of housing units being palled, only \$2,500,000 is being set aside for low and extremely income households instead of \$60,000,000+. The demographics of affordability and the demographic of affordability for Oxnard Residents have changed since the Teal Club Specific Plan was first envisioned. Instead of building 1,000 2,500 square foot housing costing upwards of \$700,000 thar are unaffordable to Oxnard Residents, why can't 2,000 housing units ranging in size from 400 square foot units (studios) to 1,000 square foot units (3 bedroom units) with parking structures underneath each unit, be built?	Lawrence P Stein			3/25/2025 5:25:12
8	5) Previous Specific Plans included infrastructure and private projects that will be built once the Specific Plan is approved. After housings units were built, the Specific Plans are often modified to exclude the infrastructure that was promised. In other cases, promised improvements such as schools, parks, and private investments never constructed after 15 years. What financial securities are being offered to assure the promised improvements and projects will be built after the housing units are occupied?	Lawrence P Stein			3/25/2025 5:25:12
9	6) LMDs (Landscape Maintenance Districts) have been the source of abuse by the City of Oxnard. He city wants to setup an LMD for the Teal Club Specific Plan The city wants to use a portion of the revenue for the cost of ½ of an uniformed police officer and ½ of an uniformed firefight. Funds derived from an LMD is to be exclusively for the LMD. The amount of the assessment per housing unit for housing units within the Teal Club Specific seems to be changing. What internal controls are in place that ensure that a specific uniformed police officer and firefighter will be compensated those with those funds and it is not just a budget manipulation? What will the LMD fee be for each housing unit?	Larry Stein			3/25/2025 5:28:46
10	How is developing High Density housing project, K-8 School and business to this area an improvement to Oxnard???? I want no development. I have lived in Oxnard for 65 years. The city has too many vehicles on Ventura and Victoria road now. Another high-density project will cause more congestion, parking issues, crime, noise, trash and pollution. We don't need another K-8 school. At the last Oxnard School District Meeting three men presented the decline of students now and in the future by 25%. In other areas schools are closing. Now future layoffs for school staff and teachers. The school district constantly has bonds added to our property tax caused they need help. Why add another school to burden the taxpayers. Plus, the traffic of parents dropping off children causing another traffic nightmare. Having a school and housing next to the airport is an accident waiting to happen. I remember several planes crashes in that area. One reason the Teal Club property owners haven't been given permission to expand due to possible plane accidents.	Vickie Bowker			3/26/2025 12:31:54
11	How will this affect the sewage and water supply in a drought ridden city??? Adding to the old sewage and water system will only cause more problems and add cost for the city. With climate change having more fields turned into concrete to cause flooding due to the drainage system of Oxnard not removing rainwater fast enough. Which was already experienced last year along Ventura Rd drainage system. Plus, to many homes in Oxnard are adding ADU in the rear yard. Which adds more street parking and street parking becomes parking lots.	Vickie Bowker			3/26/2025 12:31:54

12	Isn't a Low density housing the best for everyone??? Everyone I know is against the Teal Rd project. Oxnard needs low density housing with a front and rear yard. Not built on top of each other. But that's not the area to do it. Ventura Rd will turn into a freeway. Already it's hard to leave the city in the morning along every major route. Adding another 10K to 20K vehicles will only make the problem worst for all of us. Perfect example is the Collection. The whole area is congested all day. Now with the High-Density area of the hotels, Panda Express, gas station, Chick fillet, Starbucks, Ice cream parlor and Shake Shack. Last week the line into Shake Shack was to Chick Fillet blocking entrance into Panda Express. Had to exit by Starbucks. Thank You for reading my objections. Vickie Bowker	Vickie Bowker			3/26/2025 12:31:54
13	With increase new homes. What kind of traffic patterns and control in the surrounding neighborhoods?	Daniels			3/27/2025 16:52:23
14	Noise control? What effort does the city have?	Daniels			3/27/2025 16:52:23

----- Forwarded message -----

From: **Lawrence Stein** <oxnardactivist@aol.com>

Date: Thu, Mar 27, 2025 at 7:01 PM

Subject: Town Hall meeting 03 27 2025

To: Bert Perello <bert.perello@oxnard.org>, Aaron Starr <aaron.starr@oxnard.org>, Gabriela Rodriguez <gabriela.rodriguez@oxnard.org>, Michaela Perez <michaela.perez@oxnard.org>, gabriela.basua@oxnard.org <gabriela.basua@oxnard.org>, Luis McArthur <luis.mcarthur@oxnard.org>, gabe.teran@oxnard.org <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>, Stephen Fischer <stephen.fischer@oxnard.org>, Martha Guillen <Martha.Guillen@oxnard.org>, Jay Dobrowalski <Jay.dobrowalski@oxnard.org>, Alexander Nguyen <alexander.nguyen@oxnard.org>, Wendy Carlton <wendy.carlton@oxnard.org>, Jeff Pengilley <jeff.pengilley@oxnard.org>, Terrel Harrison <terrel.harrison@oxnard.org>, Javier Chagoyenlazarro <Javier.Chagoyenlazarro@oxnard.org>, Luly Lopez <luly.lopez@oxnard.org>, chief@oxnardpd.org <chief@oxnardpd.org>, Steve Naveau <steve.naveau@oxnard.org>, Ashley Golden <ashley.golden@oxnard.org>, Oxnard City Clerk <cityclerk@oxnard.org>, Michael Wolfe <michael.wolfe@oxnard.org>

I submitted my question in advance and they were not asked. Staff did not answer my question
Please have staff answer my questions

03 24 2025 Teal Club Specific Plan Questions

- 1) What documentation can be provided that the air at the Real Club Specific Plan site is lead free? Neither the EPA nor the Ventura Air Pollution Control Authority have tested the air for lead despite that aircraft using lead in their fuel land and takeoff at the Oxnard Airport less than 1,000 from the airport?
- 2) The developers of the Specific Plan will improve 2nd Street and Teal Club Road Eastward from Patterson to Ventura Road. With housing units being planned, how will the traffic be mitigated Westward from Patterson the Victoria without improvements to 2nd Street and Teal Club Road Westward from Patterson?
- 3) Oxnard City Council has not approved funding to complete the Urban Water Master Plan that is to generate annually 14,000 acre feet of recycled water to be blended into the city's water system. The wells to store the recycled water have not been built after 10+ years. The test well 500 feet East of the Specific Plan has not been finished after 5 years of construction. After 10+ years after the adoption of the recycled water [program, not a single drop of recycled water has been blended despite the ratepayers of potable water have been paying into the program since 2012. With the water neutrality policy and the impression that I am getting that the city does not plan to complete the Urban Water Master Plan (or the Urban Water Master Plan to be functional), where will the water come from for the housing units in the Specific Plan?
- 4) 5% of the housing units are to be set aside from low and extremely low-income residents. With the typical new housing unit in Oxnard costing over \$600,000 each, and the number of housing units being palled, only \$2,500,000 is being set aside for low and extremely income households instead of \$60,000,000+. The demographics of affordability and the demographic of affordability for Oxnard Residents have changed since the Teal Club Specific Plan was first envisioned. Instead of building 1,000 2,500 square foot housing costing upwards of \$700,000 thar are unaffordable to Oxnard Residents, why can't 2,000 housing units ranging in size from 400 square foot units (studios) to 1,000 square foot units (3 bedroom units) with parking structures underneath each unit, be built?
- 5) Previous Specific Plans included infrastructure and private projects that will be built once the Specific Plan is approved. After housings units were built, the Specific Plans are often modified to exclude the infrastructure that was promised. In other cases, promised improvements such as schools, parks, and private investments never constructed after 15 years. What financial securities are being offered to assure the promised improvements and projects will be built after the housing units are occupied?

6) LMDs (Landscape Maintenance Districts) have been the source of abuse by the City of Oxnard. The city wants to setup an LMD for the Teal Club Specific Plan. The city wants to use a portion of the revenue for the cost of ½ of an uniformed police officer and ½ of an uniformed firefighter. Funds derived from an LMD is to be exclusively for the LMD. The amount of the assessment per housing unit for housing units within the Teal Club Specific seems to be changing. What internal controls are in place that ensure that a specific uniformed police officer and firefighter will be compensated those with those funds and it is not just a budget manipulation? What will the LMD fee be for each housing unit?

Larry Stein

Teal Club Specific Plan Project Notice of Public Hearing

Lawrence Stein <oxnardactivist@aol.com>

Wed, Mar 26, 2025 at 6:39 PM

To: "Dobrowalski, Jay" <jay.dobrowalski@oxnard.org>

Cc: Bert Perello <bert.perello@oxnard.org>, Aaron Starr <aaron.starr@oxnard.org>, Gabriela Rodriguez <gabriela.rodriguez@oxnard.org>, Michaela Perez <michaela.perez@oxnard.org>, "gabriela.basua@oxnard.org" <gabriela.basua@oxnard.org>, Luis McArthur <luis.mcarthur@oxnard.org>, "gabe.teran@oxnard.org" <gabe.teran@oxnard.org>, Larry Stein <lps00713@yahoo.com>

Is the air free from Lead at the Teal Club Specific Site? How do you know, since the EPA and the Ventura County Air Pollution Control Authority has not tested the air for lead?

[Quoted text hidden]



Notice of Public Hearing Teal Club Specific Plan 4.15.25.pdf

166K

ATTACHMENT 12

FINAL ENVIRONMENTAL IMPACT REPORT No. 2015-01

SEE LINK BELOW

**[HTTPS://WWW.OXNARD.GOV/COMMUNITY-DEVELOPMENT/PLANNING-
ENVIRONMENTAL-SERVICES/ENVIRONMENTAL-POSTINGS](https://www.oxnard.gov/community-development/planning-environmental-services/environmental-postings)**

Teal Club Specific Plan

Planning & Zoning Permit Nos.:

15-610-01 (Annexation), 15-620-03 (General Plan Amendment), 16-560-01 (Pre-Zoning), 24-670-02 (Development Agreement), 15-630-01 (Specific Plan)

Property Located North of Oxnard Airport, South of Doris Road, East of Patterson Road, and West of Ventura Road

Applicant: Borchard Property Co-Owners

City Council
April 15, 2025

Project Description

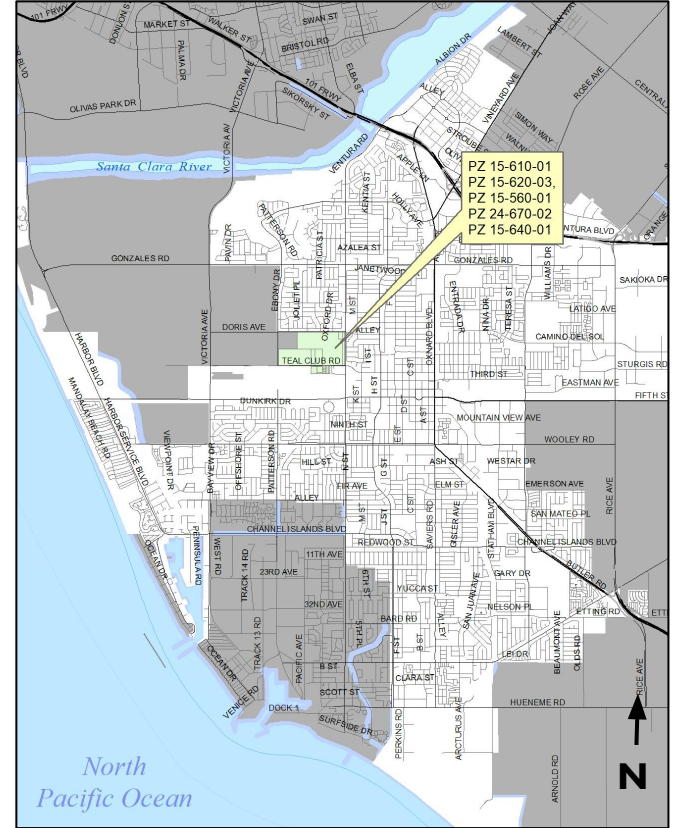
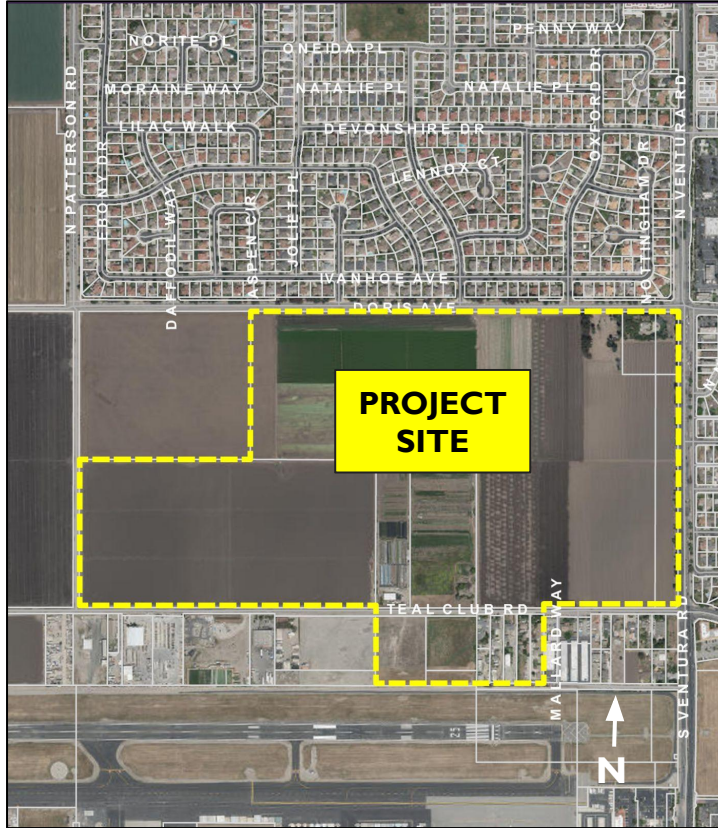
A request for the following actions:

- General Plan Amendment
- Annexation
- Pre-Zoning
- Adopt the Teal Club Specific Plan (TCSP)
- Development Agreement (Phase I Only)
- Certify Final Environmental Impact Report (EIR)

The requested actions will allow for the future development of the following subject to the provision of the Specific Plan:

- Residential: up to 990 units in a variety of densities, with 15% Affordable
- Commercial: up to 55,000 sq.ft. for retail, mixed use, and office use
- Business and Research Park: up to 132,000 sq.ft. for office
- Parks and Open Space: 17.76 acres for two parks, and a greenbelt

Project Location



Existing Conditions



View from Ventura Rd and Teal Club Rd looking northwest



View from Ventura Rd and Doris Ave looking southwest

Existing Conditions



View from Teal Club Rd looking west



View from Teal Club Rd and Patterson Rd looking northeast

Surrounding Land Uses



Background

Existing Development:

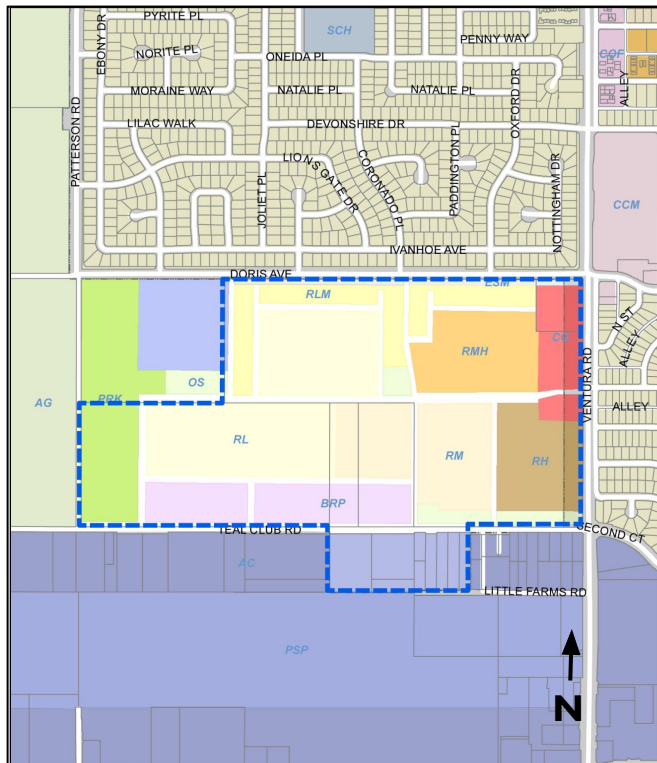
- The TCSP area is in active agricultural use (row crops) and has been developed with agricultural structures and single family residences.
- Parcels south of Teal Club road are a mix of vacant land, and residential developments with ancillary vehicle storage and shop uses.

Proposed Project:

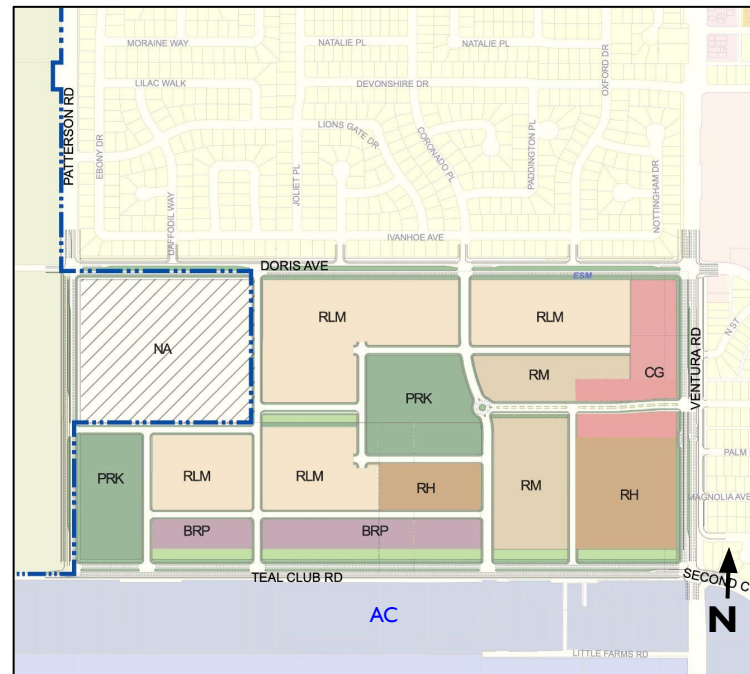
- In 2005, 2009, and 2011, the project was submitted, reviewed, and revised.
- In 2015, the current project was submitted.
- Based on the environmental review comments, the project was revised to its current form.
- In 2024, the project was reviewed by the Planning Commission.

General Plan Land Use Map

Existing 2030 General Plan:



Proposed 2030 General Plan:

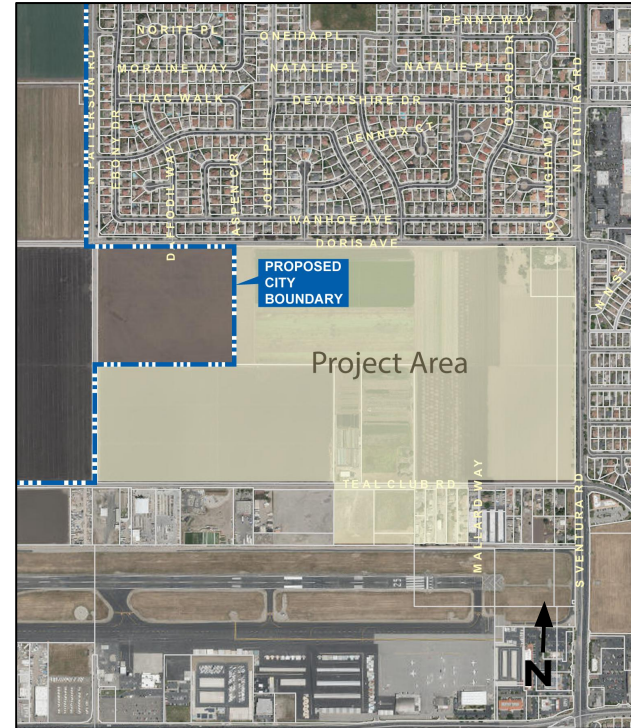


Annexation Map

Existing City Boundary:

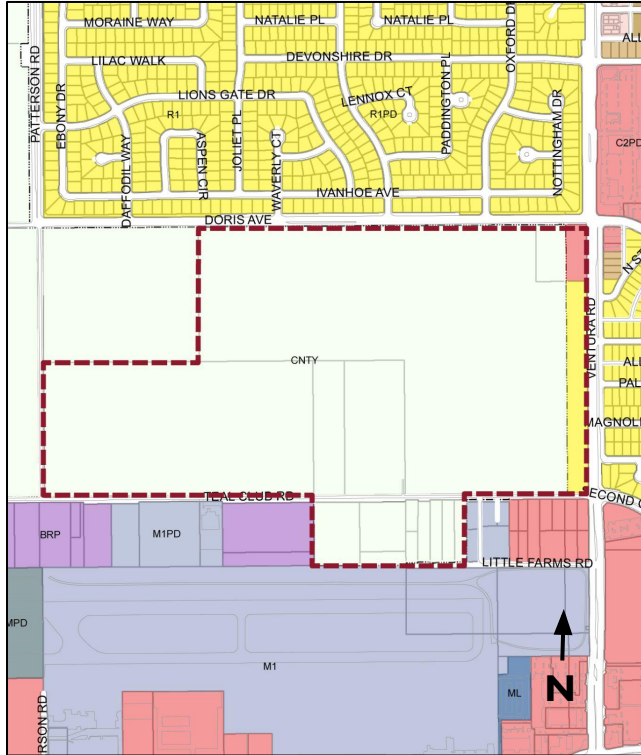


Proposed City Boundary:

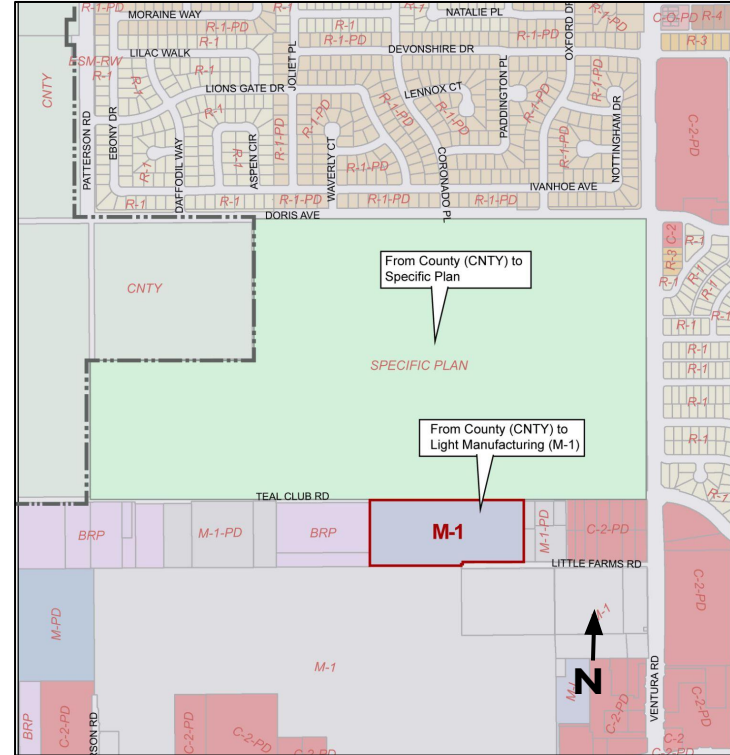


Zoning Map

Existing Zoning (None):



Proposed Zoning:



Teal Club Specific Plan

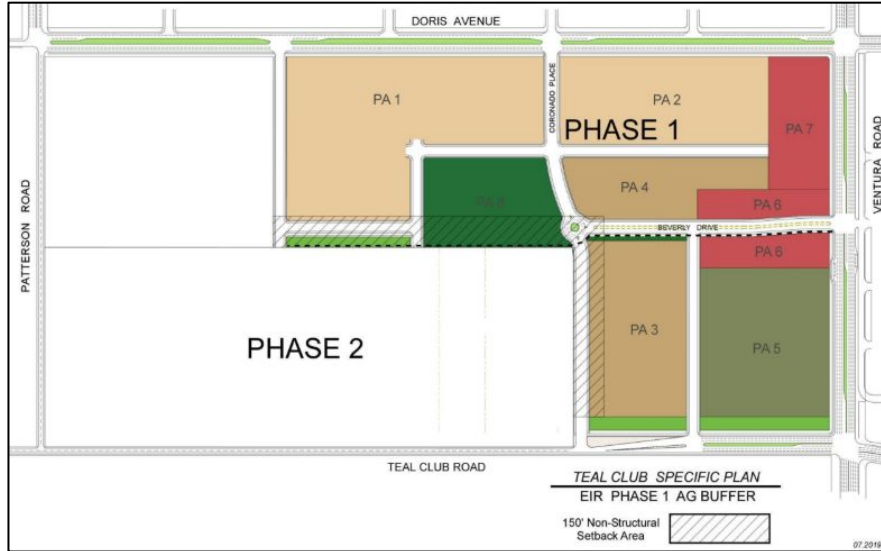
The Teal Club Specific Plan seeks to create a new community that carefully integrates multiple land uses in a walkable setting. The entire plan area is linked together by the east/west multi-use trail, Class II bike lanes, and neighborhood sidewalks.

The design incorporates Urban Village concepts with an emphasis on highly-visible pedestrian routes and the interconnection of residential neighborhoods, community- serving commercial uses, recreational opportunities, the adjacent Oxnard School District educational facilities and on-site public transportation access.

TCSP includes the following items:

- Planning Areas
- Affordable Housing
- Development Standards
- Infrastructure & Community Services
- Off-site Improvements and Utilities
- Implementation
- Development Phasing and Timing

Teal Club Specific Plan Phasing



<u>Teal Club Specific Plan</u>		
Phase 1 Planning Area (completion assumed by 2023):		
PHASE:	Planning Areas (PA#)	# of units/ commercial square feet (sf)/ # acres
1A	PA 1-4 (attached and detached residential) PA 6 & 7 (commercial/ mixed use, urban village commercial)	483 units 60,00055,000 sf
1B	PA 8 (Community Park)	6.5 acres
1C	PA 5 (attached residential)	240 units
Subtotal	723 units; 118,000 gsf	
Phase 2 Planning Area (completion assumed by 2025):		
2A	PA 9 (Community Park)	3.5 acres
2B	PA 10 (Community Park)	7.38 acres
2C	PA 11 & 12 (attached residential/apartments)	267 units
2D	PA 13 & 14 (business research park)	132,000 gsf
2E	PA 9 (Community Park)	3.5 acres
Subtotal	267 units and 132,000 gsf of business research park	
TCSP Total	990 units and 250,000 gsf of non-residential space	
Development of the Nine Parcels south of Teal Club Road (completion assumed by 2030):		
Subtotal: 173,804 gsf manufacturing space, 173,804 gsf warehouse space		

Development Agreement

The proposed development agreement between the Applicant and City, generally provides framework for financial commitments to City, allows for fee modifications, defines affordable housing requirements, outlines timing for infrastructure improvements, and maintenance requirements:

- Agreement will remain in effect for 10 years
- Developer will construct 6.5 acre park in Phase I
- Developer shall construct all infrastructure improvements
- Special review process to ensure compliance with TCSP
- City will form at least one Community Facilities District at the request of the developer.
- Future development will include 15% of units as affordable to Very-Low Income and Low-Income households. Units will be affordable for 55 years
- Developer will pay a fee to City for Affordable Farmworker Housing
- Developer agrees to Local Buyer and Local Hire Preferences
- Developer will pay a Police and Fire Mitigation Fee to offset proportional staffing costs

The proposed Development Agreement only applies to Phase I of the Teal Club Specific Plan Project.

Planning Commission Recommendations

At the November 21, 2024 hearing, Staff's recommendation was that the Commission recommend approval of the project requests as presented to the City Council.

At the hearing, the Commission voted to recommend approval of each component of the project to City Council approval, with the following 5 revisions:

- Expanded Class I bike lanes
- Allowance of water fountains
- Promotion of electric energy
- Increased Affordable Housing
- Prevailing Wage requirement

PC Recommendations

Class I Bike Lanes

- Addition of Class facilities around perimeter of site in addition to the Class II facilities
- Cyclists/pedestrians are separated from vehicle traffic

Allowance of Water Fountains

- Allowed in front yard setback of R-2 zone

Promotion of Electric Energy

- Encourage all-electric development

Staff supports these revisions to the Specific Plan

PC Recommendation - Affordable Housing

- PC recommended the project provide 20% Affordable units (Very-low Income (8%) and Low Income (12%)) for a 55 year period.
- The Applicant is proposing to provide 15% Affordable units, which is consistent with the City 2030 General Plan requirement for Urban Villages.
- The proposed affordable units shall be deed restricted for Very-low Income (6%) and Low Income (9%) for a 55 year period.
- City's Inclusionary Ordinance only requires 10% Affordable units to be deed restricted for Very-low Income (5%) and Low Income (5%) for a 20 year period.
- Project includes payment of farmland mitigation fee which is to be used towards the construction of farmworker housing.

PC Recommendation - Prevailing Wage

PC recommended Prevailing Wage for all development within Phase I of the TCSP, as that is covered under the Development Agreement.

Prevailing Wage requirements are established under state law and required for the construction of Public Work as defined by state law.

The Development Agreement presented to the PC required Prevailing Wage per state law consistent with all other development within the City.

- Construction of public improvements meeting the State definitions only
- Not required for private development construction (i.e. individual homes, apartments, retail, etc.)

PC Recommendation - Prevailing Wage (Cont.)

The requirement for a Project wide prevailing wage would increase the cost of homes and commercial spaces within the development and may impact the City's ability to be competitive in attracting development. This requirement may also be detrimental to project feasibility.

To avoid any confusion, staff's recommendation includes the removal of the Prevailing Wage language from the Draft DA. As a result, all prevailing wage requirements would default to the state regulations.

General Plan Consistency

TCSP site has General Plan designation of “Urban Village” characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity.

The project is consistent with the 2030 General Plan policies and goals as discussed in the Staff Report and Final EIR.

Parcels south of Teal Club Road are designated for Airport Compatible uses that do not interfere with airport operations or subject large numbers of persons to aircraft hazards.

Pursuant to Oxnard Housing Element Program 24, if the Teal Club annexation is not approved the City will be required to find alternative housing opportunities to accommodate 990 units during Fiscal Year 2025-2026 through up zoning or rezoning other properties.

EIR Findings

Final EIR includes a Mitigation Monitoring and Reporting Program:

- Details process to implement required mitigation measures
- After implementation of standard conditions and mitigation measures, all potentially significant impacts will be reduced to less than significant levels

Final EIR identified significant impacts:

- Agricultural Resources
- Air Quality

Findings, and Statement of Overriding Considerations (SOC) were prepared

Staff recommends certification of the Final EIR

Agricultural Resources

- Project will remove farmland from agricultural production
- No agricultural easements within Ventura County
- Agricultural conservation in-lieu fee
- City Council authorized Development Agreement for terms of fee
- Fee will be used for farmworker housing
 - Benefit for displaced farmworkers

Air Quality

- The project would have a Class I, significant and unavoidable, impact to regional air quality.
- Operational emissions of ROG and NOX would exceed VCAPCD's daily thresholds. While the impacts of vehicle emissions and related impacts are mitigable with payment of Transportation Demand Management (TDM) fees, not all operational emissions are mitigable.
- The EIR evaluates the project's impacts on the environment (not the impacts of the environment on the project).
- Development near the Oxnard Airport Sphere of Influence is conditioned to require notice to all property owners that inhabitants may be affected by the airport and aircraft operations.

Community Outreach

Project was presented during the March 2022 Cabrillo Neighborhood meeting.

Project was presented during the April 2022 Community Workshop meeting.

Project was presented to Planning Commission November 21, 2024.

- Hearing included public comments and testimony

City hosted a virtual Town Hall meeting on March 27, 2025.

- Comments and Questions received are attached to the staff report.

Public Notice

Notice of City Council hearing provided:

- Newspaper
- On-site posting (3 locations)
- Mailed to property owners within 300 feet

Since the Planning Commission meeting, staff has received 15 comment letters regarding the project. The information in the letters does not change staff recommendations.

Staff Recommendation

That the City Council Adopt Option I of the Staff Report:

- a) Adopt a Resolution Certifying the Final Environmental Impact Report (EIR) No. 2015-01 for the Teal Club Specific Plan (Governor's Office of Planning and Research State Clearinghouse No. 2012051080); and
- b) Adopt a Resolution approving Planning and Zoning Permit No. 15-610-01 for Annexation, subject to certain findings; and
- c) Adopt a Resolution approving Planning and Zoning Permit No. 15-620-03 for a General Plan Amendment, subject to certain findings; and
- d) Approve the first reading by title only and waive further reading of the proposed Ordinance titled "An Ordinance Of The City Council Of The City Of Oxnard Approving Planning And Zoning Permit No. 15-560-01 Pre-Zoning Parcels Generally Located South Of Teal Club Road, North And West Of Little Farms Road, And Bisected By Mallard Way (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) To Light Manufacturing (M-1). Filed By Dennis Hardgrave, On Behalf Of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012."; and

Staff Recommendation (Continued)

- e) Approve the first reading by title only and waive further reading of the proposed Ordinance titled “An Ordinance Approving Development Agreement No.A-8565 (Planning And Zoning Permit No. 24-670-02) Generally Located North Of Teal Club Road, East Of Patterson Road, South Of Doris Avenue, And West Of Ventura Road, (APNs 183-0-070-060, -070, -140, -240). Filed By Dennis Hardgrave, On Behalf Of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012.”; and
- f) Approve the first reading by title only and waive further reading of the proposed Ordinance titled “An Ordinance Approving Planning And Zoning Permit No. 15-640-01 (Specific Plan),And Certifying Final Environmental Impact Report No. 2015-01 For The Teal Club Specific Plan, Generally Located North Of Teal Club Road, East Of Patterson Road, South Of Doris Avenue,And West Of Ventura Road, (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240). Filed By Dennis Hardgrave, On Behalf Of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012.”.





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.1

DATE: April 15, 2025

TO: City Council; Housing Authority

FROM: Brenda Lopez, Interim Housing Director, (805) 385-8092, brenda.lopez@oxnard.org
Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Loan Agreement Between the Oxnard Housing Authority and the City of Oxnard. (10 minutes)

RECOMMENDATION

That the City Council:

1. Adopt a resolution approving and authorizing the City Manager or Designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Loan Agreement (A-8583) with Oxnard Housing Authority to partially fund the proposed settlement between the Oxnard Housing Authority and UHC 00558 Oxnard, L.P. regarding the Las Cortes housing project in the La Colonia neighborhood and other matters pertaining thereto; and
2. Authorize a FY 2024-25 budget appropriation in the amount of \$800,000 from the General Fund (101) available fund balance.

That the Board of Commissioners:

1. Adopt a resolution approving and authorizing the Housing Director to take all needed actions in consultation with general counsel relative to entering into a Loan Agreement with the City of Oxnard to partially fund the proposed settlement between the Oxnard Housing Authority and UHC 00558 Oxnard, L.P. regarding the Las Cortes housing project in the La Colonia neighborhood and other matters pertaining thereto; and
2. Authorize an appropriation in the amount of \$1,200,000 from the Housing Authority's Central Fund; and
3. Authorize the write-off of bad debt associated with the Promissory Note that was entered into on June 1, 2020 (as amended and restated on January 1, 2021) for demolition costs.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/wjedZb0lb5s>

BACKGROUND

In 2008, the Housing Authority of the City of Oxnard (Housing Authority) received authorization from the U.S. Department of Housing and Urban Development (HUD) to demolish 260 existing public housing units on the Colonia Village Public Housing Site (also known as The Courts or Las Cortes). The units, which were constructed in the 1950s, were located in the La Colonia neighborhood (west of Rose Avenue, south of the Del Sol Park, and north of 1st Street).

The Housing Authority and UHC 00558, L.P. (UHC) subsequently entered into a Development Agreement dated September 18, 2012 (as amended on June 1, 2015 (the "Agreement")) for the purpose of demolishing and replacing the structures with new affordable housing units on the site. In conjunction with the Agreement, UHC obtained specific

entitlements for the project, including a tentative tract map approved on December 9, 2014.

UHC subsequently completed its first phase of the project, consisting of a 144-unit multifamily apartment complex (including two manager units) for rental to low-income individuals and families.

Due to UHC's numerous delays in the start of its second phase, there were on-going issues of loitering, trespassing and criminal incidents in the vacant units and surrounding areas. On January 1, 2021, the Housing Authority and UHC entered into an agreement in an amount not to exceed \$2,500,000 for demolition costs. The final amount totaled \$2,332,619 based on actual expenditures. Principal and interest due to the Housing Authority on March 31, 2025 was \$2,655,505. The repayment would have been based on residual receipts of the Project. Therefore, this settlement requires the write-off of the note to include interest accrued through the write-off date. The value of this note was included in the settlement negotiations.

UHC's second phase was to consist of 120 affordable housing units to be developed. The original number was later increased to 129 affordable housing units (including 2 manager units). The City subsequently granted multiple extensions to the tentative tract map associated with the development, but UHC never constructed this second phase, and the tentative map expired on November 13, 2023.

The Housing Authority issued a notice of default under the Agreement to UHC on February 26, 2024, followed by a termination notice on April 10, 2024. As outlined at length in its communications with UHC, the Housing Authority indicated that, based upon the issues with UHC, the Housing Authority properly terminated the agreement for cause, allowing the Housing Authority to terminate the agreement and regain control of the property without any payments to UHC.

UHC categorically rejected the Housing Authority's termination of the Agreement on June 19, 2024, claiming that UHC had acted diligently and at all times in a commercially reasonable manner and had complied with the terms of the Agreement. UHC then invoked a provision of the Agreement, claiming that the Housing Authority was terminating the Agreement for convenience – thus entitling UHC to damages.

Under the terms of the Agreement, either party has the right to invoke arbitration – a non-judicial dispute resolution process. UHC has indicated on multiple occasions that it will invoke arbitration if the matter is not resolved.

DISCUSSION

In an effort to resolve this matter without resorting to arbitration, and potential litigation after the arbitrator reached a decision (there are limited grounds for such litigation, but it can occur), the Housing Authority and UHC entered into settlement negotiations. While the Housing Authority and the City believe that UHC's position has limited merit, staff recommended settlement of this matter on acceptable terms for multiple reasons:

1. *Uncertainty in arbitration.* While the arbitration process is generally faster than litigation in state court, arbitration adds an element of uncertainty and risk because of the limited ability to file litigation to overturn an arbitrator's decision after the arbitration has reached a final decision.
2. *Cost of arbitration.* Under many circumstances, arbitration can be less costly than standard litigation in state court. However, in this case, arbitration (including the discovery) would most likely be as expensive or more expensive than state court litigation based upon the likely length of the discovery and arbitration process.
3. *Delay in the Housing Authority gaining control of the property for affordable housing.* UHC's failure to develop its second phase of the project has already prevented the timely development of the final portion of this important affordable housing site in the La Colonia neighborhood. Going through the arbitration process (including any potential litigation at the end of that process) would likely add years to the completion date for this project.
4. *Severe Shortage of Affordable Housing.* Several of the Housing Authority's public housing and project-based voucher waitlist(s) have not been re-opened since 2019 due to the lack of unit availability; it is imperative that the Housing Authority replaces the lost inventory and pursues opportunities to increase the number of affordable housing units. This is not possible with the UHC agreement in place.
5. *Noncompliance with SAC Application (Special Application Center).* The Housing Authority applied to HUD for approval for the demolition and disposition of the 260 public housing units in accordance with Section 18 of the U.S. Housing Act of 1937. The Housing Authority has an obligation to HUD to develop affordable housing units.

6. *Incidental Costs.* The expenses and personnel cost to maintain the vacant land, address trespassing issues, and daily loitering continue to accumulate over time, having a negative impact on the Housing Authority's limited budget, as well as negatively impacting the community.

City Council provided the City Manager with settlement authority of up to \$2 million on February 4, 2025. The Housing Authority and UHC reached a tentative settlement in the amount of \$2,000,000 – subject to the parties entering into a formal settlement agreement and without the parties agreeing to any liability or wrongdoing.

Because, however, the Housing Authority does not have \$2,000,000 in unencumbered and unrestricted cash available (the Housing Authority has \$1,200,000 available) staff is proposing a \$800,000 Loan Agreement that imposes performance requirements, which will require default protections such as recapture of the real property.

The proposed loan will function similar to a grant because it will be forgivable and not require repayment, provided the performance requirements are met. The proposed funding source for the loan is the City General Fund in the amount of \$800,000. This action will enable the Housing Authority and UHC to settle their disputes without resorting to arbitration and/or litigation.

The proposed terms of the Loan Agreement by and between the City and the Housing Authority are summarized below.

1. The proposed Loan would have a default interest rate of 10% or the highest allowed by law;
2. Require that the affordable housing that is constructed on the property be made available to households with annual incomes at or below 80% of the Area Median Income for Ventura County; and
3. Would be automatically forgiven on the date that construction of affordable housing begins.

If approved by Council, the Loan Agreement would be executed by the City Manager or designee and the Housing Director on behalf of the Housing Authority.

Once control of the property has been acquired by the Housing Authority, it is the intent of the Housing Authority to develop a plan for construction of affordable housing on the property.

CONCLUSION

If the parties do not reach agreement on the terms of the written settlement agreement (as of the date of the publishing of this staff report, the settlement agreement has not been finalized) or if the City Council and/or the Board of Commissioners for the City of Oxnard Housing Authority do not approve the loan agreement at the meeting on April 15, 2025, then it is anticipated that this matter will go to arbitration.

STRATEGIC PRIORITIES

This agenda item is a routine operational item and does not relate to the four strategic plans adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The loan will be recognized as a note receivable and reclassified to expense once it is deemed forgivable. Staff is requesting City Council approval of a budget appropriation of \$800,000 from the City's General Fund (101) available fund balance to partially fund the proposed settlement between the Housing Authority and UHC. Staff is also requesting the Board of Commissioners' approval of a budget appropriation of \$1.2M from the Housing Authority Central Fund to pay the remaining settlement balance for a total settlement amount of \$2M.

For Finance Use Only: General Fund (Org. 1011001 Obj. 57410, Project M25XX)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Brenda Lopez, Interim Housing Director, Kenneth Rozell, Chief Assistant City Attorney, Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. Oxnard Housing Authority _ Las Cortes Loan Resolution (City Council)
2. Oxnard Housing Authority_ Las Cortes Loan Resolution (Housing Authority)
3. Las Cortes Loan Agreement_ City and Oxnard Housing Authority
4. Exhibit B_ Loan Agreement Promissory Note
5. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AND TAKE ALL NEEDED ACTIONS IN CONSULTATION WITH CITY ATTORNEY RELATIVE TO ENTERING INTO A LOAN AGREEMENT IN THE AMOUNT OF \$800,000 WITH THE OXNARD HOUSING AUTHORITY TO PARTIALLY FUND THE PROPOSED SETTLEMENT BETWEEN THE OXNARD HOUSING AUTHORITY AND UHC 00558 OXNARD, L.P. REGARDING THE LAS CORTES HOUSING PROJECT IN THE LA COLONIA NEIGHBORHOOD AND OTHER MATTERS PERTAINING THERETO

WHEREAS, in 2008, Oxnard Housing Authority, a public body, corporate and politic (“Housing Authority”) received authorization from the U.S. Department of Housing and Urban Development (“HUD”) to demolish 260 existing housing units, commonly known as The Courts or Las Cortes, which were originally constructed in the 1950s and located in the La Colonia neighborhood, situated west of Rose Avenue, south of Del Sol Park, and north of 1st Street (the “Property”); and

WHEREAS, the Housing Authority and UHC 00558, L.P. (“UHC”) entered into a Development Agreement dated September 18, 2012, as amended on June 1, 2015 (the “Agreement”), for the purpose of demolishing and replacing the existing structures with new affordable housing units on the Property; and

WHEREAS, in conjunction with the Agreement, UHC obtained specific entitlements for the development project, including a tentative tract map approved on December 9, 2014; and

WHEREAS, UHC completed the first phase of the Courts project, which resulted in the development of a 144-unit multifamily apartment complex for rental to low-income individuals and families (the “First Phase”); and

WHEREAS, the second phase of the Courts project (the “Second Phase”) was to consist of 129 units of affordable housing, and the City of Oxnard (“City”) granted multiple extensions to the tentative tract map associated with the Second Phase; and

WHEREAS, despite these extensions, UHC failed to commence construction of the Second Phase, and the tentative tract map for the Second Phase expired on November 13, 2023; and

WHEREAS, on February 26, 2024, the Housing Authority issued a notice of default under the Agreement to UHC, followed by a termination notice on April 10, 2024, stating that, due to issues with UHC's performance, the Housing Authority properly terminated the Agreement for cause, thereby regaining control of the Property without any payments to UHC; and

WHEREAS, UHC categorically rejected the Housing Authority’s termination of the Agreement in a communication dated June 19, 2024, asserting that UHC had acted diligently and in a commercially reasonable manner at all times, and had complied with the terms of the Agreement, and further invoked a provision of the Agreement claiming that the Housing Authority had terminated the Agreement for convenience, entitling UHC to damages; and

WHEREAS, after extended settlement negotiations, the Housing Authority and UHC reached a tentative settlement in the amount of \$2,000,000 – subject to the parties entering into a formal settlement agreement and without the parties agreeing to any liability or wrongdoing; and

WHEREAS, due to the Housing Authority not having \$2,000,000 in unencumbered and unrestricted cash available (with only \$1,200,000 available), the Housing Authority must enter into an agreement with the City to borrow \$800,000 (“Loan Agreement”) from the City in order to settle their disputes without resorting to arbitration and/or litigation; and

WHEREAS, the Housing Authority has an obligation to HUD to develop affordable housing units; and

WHEREAS, the expenses and personnel costs to maintain the vacant Property, address trespassing issues, and deal with daily loitering continue to accumulate over time, having a negative impact on the Housing Authority’s limited budget and on the overall health, safety, and welfare of the city; and

WHEREAS, the City desires to provide the Housing Authority with a total of Eight Hundred Thousand Dollars (\$800,000) to assist in the acquisition of the Property from UHC, with the understanding that the Loan is 100% forgivable, contingent upon the Housing Authority’s fulfillment of the terms and conditions set forth in the Loan Agreement, including the development of the Property for the creation of affordable housing; and

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

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

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

1. The above recitals are true and correct.
2. The City Council further approves and authorizes the City Manager or designee to take all needed actions and execute all requisite documents on behalf of the City in consultation with the City Attorney relative to (i) the Loan Agreement; and (ii) any other agreements for the purpose of developing, maintaining and operating the Project.
3. This Resolution shall take effect from and after the date of its passage and adoption.

[Signatures on the page to follow]

PASSED AND ADOPTED this . day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Mayor

ATTEST:

Luly Lopez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING AND AUTHORIZING THE HOUSING DIRECTOR OR DESIGNEE TO EXECUTE AND TAKE ALL NEEDED ACTIONS IN CONSULTATION WITH GENERAL COUNSEL RELATIVE TO ENTERING INTO A LOAN AGREEMENT IN THE AMOUNT OF \$800,000 WITH THE CITY OF OXNARD TO PARTIALLY FUND THE PROPOSED SETTLEMENT BETWEEN THE OXNARD HOUSING AUTHORITY AND UHC 00558 OXNARD, L.P. REGARDING THE LAS CORTES HOUSING PROJECT IN THE LA COLONIA NEIGHBORHOOD AND OTHER MATTERS PERTAINING THERETO

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

WHEREAS, in 2008, Housing Authority received authorization from the U.S. Department of Housing and Urban Development ("HUD") to demolish 260 existing housing units, commonly known as The Courts or Las Cortes, which were originally constructed in the 1950s and located in the La Colonia neighborhood, situated west of Rose Avenue, south of Del Sol Park, and north of 1st Street (the "Property"); and

WHEREAS, the Housing Authority and UHC 00558, L.P. ("UHC") entered into a Development Agreement dated September 18, 2012, as amended on June 1, 2015 (the "Agreement"), for the purpose of demolishing and replacing the existing structures with new affordable housing units on the Property; and

WHEREAS, in conjunction with the Agreement, UHC obtained specific entitlements for the development project, including a tentative tract map approved on December 9, 2014; and

WHEREAS, UHC completed the first phase of the Courts project, which resulted in the development of a 144-unit multifamily apartment complex for rental to low-income individuals and families (the "First Phase"); and

WHEREAS, the second phase of the Courts project (the "Second Phase") was to consist of 129 units of affordable housing, and the City of Oxnard ("City") granted multiple extensions to the tentative tract map associated with the Second Phase; and

WHEREAS, despite these extensions, UHC failed to commence construction of the Second Phase, and the tentative tract map for the Second Phase expired on November 13, 2023; and

WHEREAS, on February 26, 2024, the Housing Authority issued a notice of default under the Agreement to UHC, followed by a termination notice on April 10, 2024, stating that, due to issues with UHC's performance, the Housing Authority properly terminated the Agreement for cause, thereby regaining control of the Property without any payments to UHC; and

WHEREAS, UHC categorically rejected the Housing Authority's termination of the Agreement in a communication dated June 19, 2024, asserting that UHC had acted diligently and in a commercially reasonable manner at all times, and had complied with the terms of the Agreement, and further invoked a

provision of the Agreement claiming that the Housing Authority had terminated the Agreement for convenience, entitling UHC to damages; and

WHEREAS, after extended settlement negotiations, the Housing Authority and UHC reached a tentative settlement in the amount of \$2,000,000 – subject to the parties entering into a formal settlement agreement and without the parties agreeing to any liability or wrongdoing; and

WHEREAS, due to the Housing Authority not having \$2,000,000 in unencumbered and unrestricted cash available (with only \$1,200,000 available), the Housing Authority must enter into an agreement with the City to borrow \$800,000 (“Loan Agreement”) from the City in order to settle their disputes without resorting to arbitration and/or litigation; and

WHEREAS, the Housing Authority has an obligation to HUD to develop affordable housing units; and

WHEREAS, the expenses and personnel costs to maintain the vacant Property, address trespassing issues, and deal with daily loitering continue to accumulate over time, having a negative impact on the Housing Authority’s limited budget and on the overall health, safety, and welfare of the city; and

WHEREAS, the City desires to provide the Housing Authority with a total of Eight Hundred Thousand Dollars (\$800,000) to assist in the acquisition of the Property from UHC, with the understanding that the Loan is 100% forgivable, contingent upon the Housing Authority’s fulfillment of the terms and conditions set forth in the Loan Agreement, including the development of the Property for the creation of affordable housing; and

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

NOW, THEREFORE, the Housing Authority of the City of Oxnard resolves as follows:

1. The above recitals are true and correct.
2. The Housing Authority further approves and authorizes the Housing Director or designee to take all needed actions and execute all requisite documents on behalf of the Housing Authority in consultation with General Counsel relative to (i) the Loan Agreement; and (ii) any other agreements for the purpose of developing, maintaining and operating the Project.
3. This Resolution shall take effect from and after the date of its passage and adoption.

[Signatures on the page to follow]

PASSED AND ADOPTED this . day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Chairperson

ATTEST:

Luly Lopez, Secretary Designate

APPROVED AS TO FORM:

Stephen M. Fischer, General Counsel

AFFORDABLE HOUSING LOAN AGREEMENT

This Affordable Housing Loan Agreement ("Loan Agreement") is made as of this 15th day of April, 2025 by and between the City of Oxnard, a municipal corporation ("City" or "Lender") and the Oxnard Housing Authority, a public body, corporate and politic ("Housing Authority" or "Borrower").

RECITALS

A. In 2008, Borrower received authorization from the U.S. Department of Housing and Urban Development ("HUD") to demolish 260 existing housing units, commonly known as The Courts or Las Cortes, which were originally constructed in the 1950s and located in the La Colonia neighborhood, situated west of Rose Avenue, south of Del Sol Park, and north of 1st Street (the "Property").

B. Borrower and UHC 00558, L.P. ("UHC") entered into a Development Agreement dated September 18, 2012, as amended on June 1, 2015 (the "Agreement"), for the purpose of demolishing and replacing the existing structures with new affordable housing units on the Property.

C. In conjunction with the Agreement, UHC obtained specific entitlements for the development project, including a tentative tract map approved on December 9, 2014.

D. UHC completed the first phase of the Courts project, which resulted in the development of a 144-unit multifamily apartment complex for rental to low-income individuals and families (the "First Phase").

E. The second phase of the Courts project (the "Second Phase") was to consist of 129 units of affordable housing, and the City granted multiple extensions to the tentative tract map associated with the Second Phase.

F. Despite these extensions, UHC failed to commence construction of the Second Phase, and the tentative tract map for the Second Phase expired on November 13, 2023.

G. On February 26, 2024, the Housing Authority issued a notice of default under the Agreement to UHC, followed by a termination notice on April 10, 2024, stating that, due to issues with UHC's performance, the Housing Authority properly terminated the Agreement for cause, thereby regaining control of the Property without any payments to UHC.

H. UHC categorically rejected the Housing Authority's termination of the Agreement in a communication dated June 19, 2024, asserting that UHC had acted diligently and in a commercially reasonable manner at all times, and had complied with the terms of the Agreement, and further invoked a provision of the Agreement claiming that the Housing Authority had terminated the Agreement for convenience, entitling UHC to damages.

I. After extended settlement negotiations, the Housing Authority and UHC reached

a tentative settlement in the amount of \$2,000,000 – subject to the parties entering into a formal settlement agreement and without the parties agreeing to any liability or wrongdoing. Because, however, the Housing Authority does not have \$2,000,000 in unencumbered and unrestricted cash available (the Housing Authority has \$1,200,000 available), the Housing Authority must enter into an agreement with the City to borrow \$800,000 from the City if the Housing Authority and UHC are to settle their disputes without resorting to arbitration and/or litigation.

J. The Housing Authority has an obligation to HUD to develop affordable housing units.

K. The expenses and personnel costs to maintain the vacant Property, address trespassing issues, and daily loitering continue to accumulate over time, having a negative impact on the Housing Authority's limited budget, and on the overall health, safety and welfare of the city.

L. Lender desires to provide Borrower with a total of Eight Hundred Thousand Dollars (\$800,000) to assist in the acquisition of the Property from UHC, with the understanding that the Loan is 100% forgivable, contingent upon Borrower's fulfillment of the terms and conditions set forth in this Loan Agreement, including the development of the Property for the creation of affordable housing.

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

ARTICLE 1 DEFINITIONS

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

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

1.2 **"EFFECTIVE DATE"** is April 15, 2025.

1.3 **"LOAN"** means the Loan of funds in the total amount of Eight Hundred Thousand dollars (\$800,000) from the Lender to the Borrower as provided in this Loan Agreement to provide funding for the acquisition of the Property.

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

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

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

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

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

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

1.10 **"LOW INCOME HOUSEHOLD"** means a household whose annual income does not exceed eighty percent (80%) of the Median Income.

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

1.12 **"NOTE"** means the promissory note executed by the Borrower in favor of Lender in the amount of Eight Hundred Thousand Dollars (\$800,000) to evidence the Loan substantially in the form attached hereto as Exhibit B.

1.13 **"PROJECT"** means the future development of affordable housing on the Property.

1.14 **"PROPERTY"** means the real property located in the City of Oxnard, State of California, situated west of Rose Avenue, south of Del Sol Park, and north of 1st Street, as more particularly described in Exhibit A, which is incorporated into this Loan Agreement by this reference.

ARTICLE 2 TERMS OF THE LOAN

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

2.2 **AMOUNT.** The principal amount of the Loan shall be an amount not to exceed Eight Hundred Thousand Dollars (\$800,000) and shall be evidenced by the Note.

2.3 **INTEREST.** The Note shall not bear interest.

2.4 **DEFAULT INTEREST.** Section 2.3 notwithstanding, in the event of a default by Borrower under this Loan Agreement and expiration of applicable cure periods, Borrower shall pay to Lender interest on the outstanding principal of the Loan, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, from the date of the default until the date that the default is cured or the Lender is repaid in full.

2.5 **TERM OF LOAN.**

The full principal amount of the Loan shall be automatically forgiven upon the commencement of construction of affordable housing on the Property.

2.6 **USE OF FUNDS.** Loan proceeds shall be used for acquisition of the Property by Borrower from UHC.

ARTICLE 3 LOAN DISBURSEMENTS

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

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

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

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

3.2 **DISBURSEMENT OF LOAN PROCEEDS.** Disbursement of Loan proceeds shall not exceed Eight Hundred Thousand Dollars (\$800,000).

ARTICLE 4 OPERATION

4.1 **OPERATION OF PROJECT.** Borrower shall execute and record a Regulatory Agreement, which shall regulate the use of the Property for affordable housing. The Project shall be operated and managed in full conformance with the terms of the Regulatory Agreement.

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

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

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

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

ARTICLE 5 INDEMNITY AND INSURANCE

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

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

ARTICLE 7 HAZARDOUS MATERIALS

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

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

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

6.4 REMEDIAL ACTIONS. If Borrower has actual knowledge of the presence of any Hazardous Materials on or under the Property, Borrower shall take, at no cost or expense to Lender, all handling, treatment, removal, storage, decontamination, cleanup, transport, disposal or other remedial action, if any, required by any Hazardous Materials Laws or by any orders or

requests of any governmental entity or agency or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials claims. The foregoing, however, shall be subject to Borrower's right of contest below.

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

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

ARTICLE 7 DEFAULT AND REMEDIES

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

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

B. Operation. (1) Discrimination by Borrower on the basis of characteristics prohibited by applicable law or (2) the imposition of any encumbrances or liens on the Property without Lender prior written approval that are prohibited under this Loan Agreement;

C. General performance of Loan obligations. Any substantial breach by Borrower beyond applicable notice and cure periods of any material obligations on Borrower imposed in this Loan Agreement, which directly impact the development or use of the Property for affordable housing as agreed upon;

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

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

F. Failure to Comply with Affordable Housing Goals. Failure by Borrower to develop or maintain the Property for affordable housing in accordance with the purpose of the Loan and the terms set forth in this Loan Agreement.

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

7.3 LENDER'S REMEDIES. Upon the happening of an Event of Default by Borrower and a failure to cure said Event of Default within the time specified in Section 7.2 above, Lender's obligation to disburse further Loan proceeds shall terminate, and Lender may also, in addition to other rights and remedies permitted by this Loan Agreement or applicable law, proceed with the following remedy:

A. Because the Loan is 100% forgivable, the Lender's primary remedy shall focus on ensuring that Borrower fulfills the purpose of the Loan (i.e., the development of affordable housing). However, if the Property is not developed for the purpose of creating affordable housing as required, the \$800,000 loan amount shall become immediately due and payable in accordance with the terms of this Loan Agreement.

ARTICLE 8 GENERAL PROVISIONS

8.1 BORROWER'S WARRANTIES. Borrower represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable Borrower to fully comply with the terms of this Loan Agreement, and to otherwise carry out the Project, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Project and to execute this Loan Agreement, and (4) that the persons executing and delivering this Loan Agreement are authorized to execute and deliver such Agreement on behalf of Borrower.

8.2 CONFLICTS OF INTEREST. Borrower covenants that:

A. Except for approved eligible administrative or personnel costs, no person described in subsection (B) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this contract or who is in a

position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The Borrower shall exercise due diligence to ensure that the prohibition in this Section is followed.

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

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

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

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

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

8.7 **TIME.** Time is of the essence in this Loan Agreement.

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

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

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

Oxnard, CA 93030
Attn: City Manager

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

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

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

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

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

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

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

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

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

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

(Signatures appear on next page)

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

Lender

THE CITY OF OXNARD

Borrower

OXNARD HOUSING AUTHORITY, a
public body, corporate and politic

Alexander Nguyen, City Manager

Brenda Lopez, Interim Housing Director

APPROVED AS TO FORM

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

Stephen M. Fischer, General Counsel

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

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

Approximately 7.75 acres comprises Lot 5, Lot 6 and a portion of Lot 7 of the Tentative Map 5952.



EXHIBIT B

PROMISSORY NOTE

Contract #

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS WITH ERRORS AND OMISSIONS REQUIREMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

11/20

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE			ISSUE DATE (MM/DD/YY)		
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG . \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person)\$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard CA 93030			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

INS-A.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)		
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030			

PROMISSORY NOTE

\$800,000

Oxnard, California
April ____, 2025

FOR VALUE RECEIVED, the undersigned, Oxnard Housing Authority, a public body, corporate and politic ("Borrower"), hereby promises to pay to the order of the City of Oxnard, a municipal corporation ("Lender"), the principal sum of Eight Hundred Thousand Dollars (\$800,000). The term Loan as used herein, means the Loan evidenced by this Note. The Loan is made pursuant to the terms of a Loan Agreement (the "Loan Agreement") dated as of April 15, 2025, executed concurrently herewith between Borrower and Lender.

1. **DEFINITIONS.** Any term not defined herein shall have the meanings set forth in the Loan Agreement.
2. **AMOUNT AND TIME OF PAYMENT.** The full principal amount of the Loan shall be automatically forgiven upon the commencement of construction of affordable housing on the Property.
3. **DEFAULT INTEREST.** In the event of a default by Borrower under the Loan Agreement and expiration of applicable cure periods, Borrower shall pay to Lender interest on the outstanding principal of the Loan, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, from the date of the default until the date that the default is cured or the Lender is repaid in full.
4. **NO DEDUCTIONS, NO OFFSETS.** All payments of principal and interest hereunder shall be made without deduction of any present and future taxes, levies, duties, imposts, deductions, charges or withholdings imposed by any existing or future law, rule, regulation, treaty, directive or requirement whether or not having the force of law, which amounts shall be paid by Borrower. Borrower will pay the amounts necessary such that the gross amount of the principal and interest received by Lender is not less than that required by this Note. All stamp and documentary taxes shall be paid by Borrower. If, notwithstanding the foregoing, Lender pays any such taxes, Borrower will reimburse Lender for the amount paid, as additional interest, within five (5) days of Lender's demand for payment. Borrower will furnish Lender official tax receipts or other evidence of payment of all such amounts.
5. **ABSENCE OF USURY.** Borrower and Lender intend that the Loan be exempt from the restrictions contained in the California usury law, or if not exempt, that the Loan shall be in compliance with any applicable usury law. In furtherance thereof, Borrower and Lender agree that none of the terms and provisions contained in this Note, or in any other instrument executed in connection herewith, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, or interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Therefore, if a court ultimately determines that the Loan is not exempt from the California usury law, or if a court determines that the usury law of another jurisdiction should be applied to the Loan: (a) neither Borrower nor any endorsers or other parties now or hereafter becoming liable for payment of this Note shall ever be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under applicable law, and the provisions of this Section shall control over all other provisions of this Note and any other instruments now or hereafter executed in connection herewith; (b) if the maturity hereof shall be accelerated for any reason or if the principal of this Note is paid prior to the end of the term of this Note, and as a result thereof the interest received for the actual period of existence of the Loan would be unlawful, the holder of this Note shall refund to Borrower the amount of such excess or shall credit the amount of such excess against the principal balance of the Note then outstanding; and (c) in the event that Lender or any other holder of this Note shall collect monies which are deemed to

constitute interest which would increase the effective interest rate on this Note to a rate in excess of that permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of the legal rate shall, upon such determination, at the option of the holder of this Note, be first, credited against the principal balance of this Note then outstanding, and second, returned to the Borrower.

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

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

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

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

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

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

be effective upon transmission. Notice by overnight guaranteed delivery service shall be deemed effective one (1) business day after depositing such notice with said service, charges prepaid and properly addressed. Either party may give notice of any change of address in accordance with the notice procedures described above.

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

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

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

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

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

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

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

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

21. **NONRECOURSE OBLIGATION.** Except as expressly provided in the second paragraph of this section, the Borrower, and the Borrower's officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Note or the performance of the covenants of the Trustor under the Deed of Trust securing the Note. The sole recourse of the Lender with respect to the principal of, or interest on, the Note shall be to the property securing the indebtedness evidenced by the Note. However, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Lender, or (b) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of personal liability for (a) fraud or willful misrepresentation; (b) the failure to pay taxes, assessments or other charges (which are not contested by Trustor in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (c) the fair market value of any personal property or fixtures removed or disposed of by Trustor other than in accordance with the Deed of Trust; (d) the misapplication of any proceeds under any insurance policies or awards resulting from

condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; and (e) payment to the Lender of any rental income or other income arising with respect to the Property received by the Borrower after the Lender has given notice to the Borrower of the occurrence of an Event of Default, subject to the rights of any lender providing a loan secured by the Property to which the Lender has subordinated the Deed of Trust.

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

By: Emilio Ramirez
Its: Housing Director

Loan Agreement by and between the City of Oxnard and the Oxnard Housing Authority

Brenda Lopez, Interim Housing Director
Housing Department

City Council
April 15, 2025

Background

- 1) In 2008, the Housing Authority of the City of Oxnard (Housing Authority) received authorization from the U.S. Department of Housing and Urban Development (HUD) to demolish 260 existing public housing units on the Colonia Village Public Housing Site.
- 2) The Housing Authority and UHC 00558, L.P. (UHC) entered into a Development Agreement dated September 18, 2012 (as amended on June 1, 2015) to demolish and replace the structures with new affordable housing units.
- 3) UHC obtained specific entitlements for the project, including a tentative tract map approved on December 9, 2014.
- 4) UHC completed its 1st phase of the project (Las Cortes) consisting of a 144-unit (including 2 manager units) multifamily affordable housing apartment complex
- 5) UHC's 2nd phase consisting of 129 (including 2 manager units) affordable housing units, was never constructed.

Background

- 6) Due to UHC's numerous delays in the start of its 2nd phase, there were several on-going issues with trespassing, loitering and criminal activity in the vacant units and surrounding areas.
- 7) In June 2020, the Housing Authority and UHC entered into an agreement in an amount not to exceed \$2,500,000 for demolition costs. Actual expenditures totaled \$2,332,619. The repayment would be based on residual receipts of the project. The total amount due to the Housing Authority as of March 31, 2025 was \$2,655,505 (principal and interest).
- 8) The tentative tract map expired on November 13, 2023.
- 9) The Housing Authority issued a notice of default to UHC on February 26, 2024, followed by a termination notice on April 10, 2024.
- 10) UHC rejected the termination notice claiming to have complied with all terms and invoked the termination for convenience provision of the Agreement, which in turn entitles UHC to damages.

Background

- 11) The Housing Authority and UHC entered into extended settlement negotiations in an effort to reach a resolution and avoid arbitration/potential litigation.
- 12) A tentative settlement has been reached in the amount of \$2,000,000.

Discussion

Staff recommends settlement of this matter on acceptable terms for multiple reasons:

- 1) Uncertainty in arbitration
- 2) Cost of arbitration
- 3) Delay in Housing Authority gaining control of the property
- 4) Severe Shortage in Affordable Housing
- 5) Noncompliance with SAC Application (HUD's Special Application Center)
- 6) Incidental Costs

Loan Agreement

The Housing Authority only has \$1,200,000 in unrestricted funds, therefore a gap in funding the \$2,000,000 settlement exists.

Staff proposes a Loan Agreement between the City and the Housing Authority that imposes performance requirements, which will require default protections. The loan will function similar to a grant because it will be forgivable and not require repayment, if performance measures are met.

The proposed terms are as follows:

- 1) Loan Amount \$800,000 from the City General Fund (101)
- 2) Required use: Property must be developed with affordable housing reserved for households with incomes at or below 80% AMI
- 3) Interest: 10% default interest rate or the highest allowed by law
- 4) Term: Loan is automatically forgiven on the date construction of affordable housing begins.

Recommendations

That the City Council:

1. Adopt a resolution approving and authorizing the City Manager or Designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Loan Agreement with Oxnard Housing Authority to partially fund the proposed settlement between the Oxnard Housing Authority and UHC 00558 Oxnard, L.P. regarding the Las Cortes housing project in the La Colonia neighborhood and other matters pertaining thereto; and
2. Authorize a FY 2024-25 budget appropriation in the amount of \$800,000 from the General Fund (101) available fund balance.

That the Board of Commissioners:

1. Adopt a resolution approving and authorizing the Housing Director to take all needed actions in consultation with general counsel relative to entering into a Loan Agreement with the City of Oxnard to partially fund the proposed settlement between the Oxnard Housing Authority and UHC 00558 Oxnard, L.P. regarding the Las Cortes housing project in the La Colonia neighborhood and other matters pertaining thereto; and
2. Authorize an appropriation in the amount of \$1,200,000 from the Housing Authority's Central Fund; and
3. Authorize the write-off of bad debt associated with the Promissory Note that was entered into on June 1, 2020 (as amended and restated on January 1, 2021) for demolition costs.



End of Presentation