

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



AMENDED AGENDA

Item M.2 Public Hearing Attachments Revised

AGENDA

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street

March 15, 2022

Closed Session - 4:30 PM

Appointment Items - 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: 897 1377 1475**
- 3. Passcode: 424190**

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

This meeting is being held in accordance with Assembly Bill 361, allowing members of the City Council, members of the public and staff to participate via teleconference.

Consistent with City policies imposed to promote social distancing, the facility where the City Council regularly meets is temporarily closed to the public. The public is encouraged to 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. EMAILING COMMENTS OR REQUESTING TO SIGN UP TO SPEAK BEFORE THE MEETING

- a. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (Please indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
- b. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/city-meetings, emailing the City Clerk at cityclerk@oxnard.org, or calling the City Clerk at (805) 385-7803.

2. PROVIDING PUBLIC COMMENTS DURING THE MEETING

- a. To provide public comment without requesting to speak prior to the meeting, during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting.
- b. Public comments on agenda items shall be taken following the announcement of the item. After the item is announced, members of the public shall have three minutes to register or otherwise be recognized for the purpose of providing public comment. During this three-minute time period, public comments may be taken and the City Council or staff may discuss the item being considered or briefly respond to public comments.

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

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Presentation / Council Discussion / Public Comment)

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

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

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Housing Authority

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representatives: Alex Nguyen, City Manager, Steve Naveau, Director of Human Resources; and Jennie Kelly, Assistant City Attorney.
Employee organization: Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; Oxnard Public Safety Managers Association (OPSMA); Oxnard Peace Officers Association (OPOA); Oxnard Mid-Managers' Association; (OMMA); and unrepresented employees: City Manager; City Attorney; Assistant City Manager; Chief Financial Officer; City Clerk; Assistant City Treasurer/Director of Revenue and Licensing; Deputy City Manager; Community Development Director; Fire Chief; Housing Director; Human Resources Director; I.T. Director; Cultural and Community Services Director; Police Chief; Public Works Director (Department Directors); Chief Assistant City Attorney; Assistant City Attorney; Deputy City Attorney.
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:00 PM)

1. SUBJECT: Update by District Attorney Erik Nasarenko on the Family Justice Center in Oxnard.

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating March 31, 2022 as "Cesar E. Chavez Day."

G. 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.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council:

1. Receive and file an update from the Director of Emergency Services ("Director") on the COVID19 Local Emergency ("Emergency"); and
2. Ratify orders issued by the Director pertaining to the Emergency, potentially including an order addressing freight container shipping congestion and orders rescinding or modifying previously issued orders.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

I. 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 Manager Department

SUBJECT: Appointment of Voting Delegate and Alternate for Southern California Association of Governments General Assembly.

RECOMMENDATION: That the City Council appoint Councilwoman Gabriela Basua as the City's voting delegate to attend the 2022 Southern California Association of Governments (SCAG) General Assembly scheduled for May 5 - 6, 2022 in Palm Desert, California and appoint an alternate delegate.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

J. 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.

K. 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.

L. INFORMATION/CONSENT AGENDA

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1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the February 9, 2022 special meeting, the February 15, 2022 regular meeting, and the February 16, 2022 special meeting as presented.
Legislative Body: City Council
Contact: Rose Chaparro, (805) 385-7805
2. City Attorney Department
SUBJECT: Adoption of an Ordinance Amending Oxnard City Code Section 2-2.5.Regarding the Boundaries and Identifying Number of Each City Council District.
RECOMMENDATION: That the City Council adopt an Ordinance that amends Oxnard City Code Section 2-2.5 regarding the boundaries and identifying number of each City Council district.
Legislative Body: City Council
Contact: Stephen Fischer, (805) 385-7483
3. Finance Department
SUBJECT: Resolution Declaring the Intent of the City to be Reimbursed for Certain Capital Expenditures from the Proceeds of Indebtedness
RECOMMENDATION: That the City Council adopt a resolution declaring the intent of the City to be reimbursed for certain capital expenditures from the proceeds of indebtedness.
(Finance and Governance Committee approved 3-0)
Legislative Body: City Council
Contact: Betsy George, 805-200-5400
4. Public Works Department
SUBJECT: Third Amendment to Agreement A-8243 with Northern Digital, Inc. for Water System SCADA Design Project PW 20-97
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-8243 with Northern Digital, Inc. in the amount of \$78,500 for a new not to exceed contract amount of \$344,700 for additional design work required for the Water System Supervisory Control and Data Acquisition Design Project PW 20-97 (Project No. 206509).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055
5. Fire Department
SUBJECT: Purchase Order Western Extrication Specialist Inc \$316,748.40.
RECOMMENDATION: That City Council authorize the Mayor to sign a Purchase Order with Western Extrication Specialists Inc. for \$316,748.40 to purchase battery-operated extrication equipment.
(Community Services, Public Safety, Housing & Development Committee approved 3-0.)
Legislative Body: City Council
Contact: Alexander Hamilton, (805) 385-7700

6. Public Works Department

SUBJECT: Resolution for a Grant from California Water and Wastewater Arrearage Payment Program.

RECOMMENDATION: That the City Council adopt a resolution authorizing the City Manager or designee to:

1. Accept a grant from the California Water and Wastewater Arrearage Payment Program in the amount of \$1,258,764.85 for delinquent water charges related to COVID-19;
2. Apply for a grant from the California Water and Wastewater Arrearage Payment Program in the amount of \$848,092.67 for delinquent wastewater charges related to COVID-19; and
3. Execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; the Director of Public Works or designee to submit non-financial reports.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Community Development Department

SUBJECT: Approving the Appeal and overturning the Planning Commission's Denial of Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)) for the proposed Starbucks at 2551 North Vineyard Avenue (APN: 132-0-043-215)

RECOMMENDATION: That the City Council:

1. Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities); and
2. Adopt a Resolution Approving the Appeal and overturning the Planning Commission's Denial of Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)), subject to certain conditions and findings.

This item did not originate in Committee.

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7882

8. Public Works Department

SUBJECT: Channel Islands Water Quality and Quality Assurance Project Plan (QAPP) Report.

RECOMMENDATION: That the City Council receive and file a report on water quality monitoring efforts in the Channel Islands Harbor.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

9. Public Works Department

SUBJECT: Agreement A-8431 with Executive Facilities Services, Inc. for Custodial Services at Various City Locations.

RECOMMENDATION: That the City Council approve and authorize the:

1. Mayor to execute Agreement A-8431 with Executive Facilities Services, Inc., for a term of one year with the option to extend for two consecutive periods of one year each upon the written agreement of both parties for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount over the entire possible contract term of \$735,000 to provide custodial services for the Water Campus, Blending Stations 3, 4 and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte); and

2. Purchasing Agent to execute amendments to extend the term of Agreement A-8431 up to a total maximum term of three (3) years.

(Public Works and Transportation Committee approved 3-0.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

10. Public Works Department

SUBJECT: Agreement A-8440 with South Coast Industrial Door, Inc. for Roll-Up Door Maintenance and On-Call Repair Services Specification No. PW 22-71.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8440 with South Coast Industrial Door, Inc. in the amount of \$750,000 for a three year term for the Roll-Up Door Maintenance and On-Call Repair Services Specification No. PW 22-71.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

11. Public Works Department

SUBJECT: Agreement A-8438 with Garcia's Landscaping Maintenance Inc. for On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services Specification No. PW 22-73.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8438 with Garcia's Landscaping Maintenance Inc. in the amount of \$1,000,000 for a three year term for On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services Specification No. PW 22-73.

(Public Works and Transportation Committee approved 3-0.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

12. Housing Department

SUBJECT: Purchase and sale Agreement between the City of Oxnard and the Oxnard Housing Authority for the sale, in the amount of \$1, of a single-family home located at 3139 J Street.

RECOMMENDATION: 1. That the City Council adopt a resolution authorizing the City Manager or designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a purchase and sale agreement, a regulatory agreement, and a declaration

of restrictive covenants by and between the City of Oxnard and the Oxnard Housing Authority for the sale of residential real property located at 3139 J Street.

2. That the Board of Commissioners of the Oxnard Housing Authority adopt a resolution approving and authorizing its Executive Director or designee to execute and take all needed actions in consultation with the Authority's General Counsel relative to entering into a purchase and sale agreement, a regulatory agreement, and a declaration of restrictive covenants by and between the City of Oxnard and the Oxnard Housing Authority for the purchase of residential real properties located at 3139 J Street.

Legislative Body: City Council and Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

M. PUBLIC HEARINGS

1. Housing Department

SUBJECT: 5-Year PHA Plan, Annual Agency Plan and Capital Fund Program Five-Year Action Plan for Low Rent Public Housing. (0/10/5)

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard (OHA):

1. Hold a public hearing to receive comments concerning the third year of the 5-Year PHA Plan, the 2022 Capital Fund Budget, and the Capital Fund Five-Year Action Plan; and
2. Adopt a resolution;
 - a. Approving the 2022 Annual Agency Plan, 5-Year PHA Plan for the Housing Authority;
 - 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 HUD's 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 Annual Agency Plan and the 5-Year PHA Plan;
 - d. Approving the 2022 Capital Fund Budget and Capital Fund Five-Year Action Plan; and
 - e. Authorizing the Housing Director to accept and expend the funds as indicated in the 2022 Capital Fund Budget and Capital Fund Five-Year Action Plan.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/38aeZCalSGQ>

Legislative Body: Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

2. Community Development Department

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

RECOMMENDATION:

That the City Council:

1. Conduct a public hearing, and

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

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

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

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

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

Option 3 – Planning Commission Recommendation – Allowing residential development in Districts B and C of the RiverPark Specific Plan totaling a maximum of 613 additional

units, subject to the Applicants first entering into Project Labor Agreements:

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

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/XPUeFTl6qUo>

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7882

N. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM) AGENDA ITEM NO. D.1

DATE: March 15, 2022

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Update by District Attorney Erik Nasarenko on the Family Justice Center in Oxnard.

RECOMMENDATION

That the City Council receive a verbal presentation from Ventura County District Attorney Erik Nasarenko on the Family Justice Center in Oxnard.

BACKGROUND

The Ventura County District Attorney's Office is proposing a partnership between the District Attorney's Office, City of Oxnard, County of Ventura and City of Port Hueneme to establish an Oxnard Family Justice Center (FJC). Currently the Family Justice Center (FJC) in Ventura serves roughly 2,000 crime victims per year with wraparound services under one-roof. The vast majority of these victims are Medi-Cal enrollees, Latina with two or more minor children in the home and are victims of domestic violence (73%). Nearly 23% of them are either Mixteco or mono-lingual Spanish speakers and have limited transportation options. Residents of the City of Oxnard represent the largest proportion (roughly 33%) of victims served at the Ventura FJC annually. Partnering financially with the City of Oxnard and the City of Port Hueneme, the County of Ventura will help to acquire and build out an FJC in Oxnard to help underserved victims in Oxnard and the surrounding unincorporated areas, who do not trust or voluntarily contact law enforcement, who are afraid of deportation and who face significant language, cultural, economic and transportation barriers in accessing the FJC-Ventura location. The Oxnard FJC will focus on serving the area's Mixteco, farmworker and monolingual Spanish-speaking victims of domestic violence, sexual assault, child abuse, elder abuse and both labor and sex trafficking.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

None



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

DATE: March 15, 2022

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Appointment of Voting Delegate and Alternate for Southern California Association of Governments General Assembly.

RECOMMENDATION

That the City Council appoint Councilwoman Gabriela Basua as the City's voting delegate to attend the 2022 Southern California Association of Governments (SCAG) General Assembly scheduled for May 5 - 6, 2022 in Palm Desert, California and appoint an alternate delegate.

BACKGROUND

SCAG is a Joint Powers Authority under California state law, established as an association of local governments and agencies in six counties (Imperial, Los Angeles, Orange, Riverside, and San Bernardino and Ventura) and 191 cities that voluntarily convene as a forum to address regional issues. SCAG develops long-range regional transportation plans, regional housing needs allocation, and a portion of the South Coast Air Quality management plans, providing broad-based representation of Southern California's cities and counties.

With its expanded membership structure, SCAG created regional districts to provide for more diverse representation with the intent to serve equal populations and communities of interest. Currently, the Regional Council consists of 86 members. Councilmember Laura D. Hernandez from the City of Port Hueneme was recently elected by the Ventura Council of Governments (VCOG) and is serving as the Regional Councilmember representing District 45 (cities of Oxnard, Camarillo and Port Hueneme).

In addition, each member city appoints its own delegate and alternate representative to vote on the City's behalf at the SCAG Annual General Assembly, scheduled for May 5, 2022. All proposed resolutions and/or bylaw revisions will first be reviewed by the SCAG Bylaws and Resolutions Committee and the Regional Council before being available for consideration at this General Assembly meeting scheduled for May 5, 2022.

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

The estimated cost to attend this conference is \$250.00. There are sufficient funds to cover this in account number 101-1101-801-8343 budgeted in FY 22-23.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

None



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

DATE: March 15, 2022
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the February 9, 2022 special meeting, the February 15, 2022 regular meeting, and the February 16, 2022 special meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 02 09 2022 CC Special Meeting
2. MINUTES 02 15 2022 CC Regular Meeting
3. MINUTES 02 16 2022 CC Special Meeting

MINUTES
OXNARD CITY COUNCIL
Special Council Meeting
February 9, 2022

A. ROLL CALL, POSTING OF AGENDA

At 6:15 p.m., Mayor John C. Zaragoza called to order the special meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Mayor Pro Tem Bryan A. MacDonald and Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, and Gabriel (Gabe) Teran were present via videoconference. Mayor Zaragoza was present in person.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Ken Rozell, Chief Assistant City Attorney; Jason Zaragoza, Deputy City Attorney; and Rose Chaparro, City Clerk.

Staff member Shiri Klima, Deputy City Manager; participated via videoconference.

Lauren Langer and Greg Kettles, Special Counsel with Best Best & Krieger LLP also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

C. REPORTS

1. Housing Department

SUBJECT: Review of Rent Stabilization and Just Cause Eviction and Tenant Protection Draft Ordinances. (10/30/60)

RECOMMENDATION: That the City Council review the *Rent Stabilization and Just Cause Eviction and Tenant Protection* draft ordinances, and provide direction to staff regarding any desired modifications to said ordinances, which will be brought back at a future meeting.

Ken Rozell, Chief Assistant City Attorney, gave a report and answered questions from Council. Lauren Langer and Greg Kettles, Special Counsel with Best Best & Krieger LLP, were also available to answer questions. Discussion ensued among the Council and staff.

Public comments were received from Maria Navarro, Zuleth Lucero, Lucila Cruz, Danielle Leidner-Peretz, Teresa, Cecilia, Arturo, Soledad, Petra, Leticia Mendoza, Leticia Perez, Amalia R., Adriana, Moises, Hugo, Enedina, Marisol, Maria Santiago, Laura, Samuel, Virgida, Carmen, Claudia Martinez, Fidel Pafilo, Yasmine Alvarado, Josefino Cervantes, Eulalia Mendoza, Johana Mendez, Jorge Toledano, Claudia Quezada, Matthew Buck, Reyna, Juanito, Beatriz Arreguin, Anastacio, Felix Vasquez, Ilse Cordova, Brijida Zarate, Teresa Alvarez, Breatriz Basurto, Josue Vasquez, Ervino Mateo, Patricia Friou, Janet Sprissler, Matt Capritto, Reyna,, Josue Vasquez, Odette Moran, Max Ghenis, Maria Mendez, Victoria Ornsbey, Elidet Bordon, Ashley Anderson, Margarita Mateo, Raymunda Morales, Sher Heard, Lorenzo Castillo, Gary Rainwater, Refuji Ortiz Salazar, Rosi, Guillermo, Marisol, Maria, Daniel Mora, Daniel Mora, Tim Theys, Ezequiel Alonso, Israel

Gracida Sanchez, Maria Cervantes, Mark Linnett, Marta Brown, S. Vega, Ellis San Jose, Arianna Velasco, Joey Yohan, Barbara Macri-Ortiz, Jennifer Hernandez, Richard Aus, Raymunda, Tony, Lorenzo Castillo, and Jerry R. Written communications were received and forwarded to Council.

At 9:59 p.m. City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Councilmember Perello, seconded by Councilmember Teran, to approve continuing the meeting past 10:00 p.m. VOTE: Basua, Madrigal, MacDonald, Teran, Lopez, Perello, and Zaragoza voted favor; the motion carried 7-0.

Council provided staff direction regarding modification to the Ordinances which will be brought back to Council at a future date. Report was received and filed, no formal action was required.

D. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 11:53 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
February 15, 2022

A. ROLL CALL, POSTING OF AGENDA

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

Staff members present in person were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Terrel Harrison, Cultural & Community Services Director; and Rose Chaparro, City Clerk.

Staff members Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Jason Benites, Police Chief; Alexander Hamilton, Fire Chief; Jaime Villa, EMS Coordinator; Michael Wolfe, Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, Senior Civil Engineer; Jan Hauser, Wastewater Division Manager; Emilio Ramirez, Housing Director; Elsa Brown, Affordable Housing Manager; Vyto Adomaitis, Community Development Director; Scott Kolwitz, Planning & Environmental Services Manager; Joe Pearson II, AICP, Senior Planner; Jose Coyotl, Associate Planner; Kumar Neppalli, Traffic Operations; Betsy George, Chief Financial Officer; Helen Miller, IT Director; Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer; participated via videoconference.

Dr. Thomas Duncan, Trauma Center Director; Mike Powers, County Executive Officer; Dr. John Fankhauser, CEO; Steve Carroll, EMS Administrator; Barry Zimmerman, Director of Ventura; Mary L. Maxion, Sr. Manager; Tony Hall, Founder & CEO; Cindy Maurer; Hollee King Winegar, Land Use Planning Consultant with Sites Pacific Planning; Matt Friedrich, Property Owner; Beverly Metz, Project Manager; Anthony Valdez, Regional Manager; Christine Fong, Project Architect; Jesus Torres, CEO & Public Affairs with LEAD Public Strategies; Doug Gans, Chief Operating Officer; Dave Dallal, Chief Financial Officer; Ruthie Edelson, Community Relations; Randy Latimer, Security Consultant; Alfred Fraijo, Jr.; Land Use Counsel; Kristi Byers, Architect; Mark Irving, Developer Representative; Robert Murphy, Walter Hagedohm, and Cindy Maurer, Members of Common Sense; and Scott Swenson, Safer Neighborhood; also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Ventura County Fire Protection District; et al. v. Santa Clara Waste Water Company; et al.
Ventura County Superior Court, Case No. 56-2016-00484523-CU-PO-VTA
Legislative Body: City Council
2. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representatives: Alex Nguyen, City Manager, Steve Naveau, Director of

Human Resources; and Jennie Kelly, Assistant City Attorney.

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

Legislative Body: City Council

At 4:36 p.m., the City Council recessed to a closed session. At 5:06 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. APPOINTMENT ITEMS

1. City Manager Department

SUBJECT: Update on Trauma Center Hospital Designation.

RECOMMENDATION: That the City Council receive a verbal presentation from Ventura County Medical Center / Santa Paula Hospital, CEO Dr. John Fankhauser and Trauma Director, Dr. Thomas Duncan, on Trauma Center Hospital Designation.

Mr. Mike Powers, County Executive Officer, introduced Dr. John Fankhauser, CEO for the Ventura County Medical Center; and Dr. Thomas Duncan, VCMC Trauma Center Director. They presented and provided Council an update on the Trauma Center hospital designation. Discussion ensued among the Council and staff. Report was received and filed, no formal action was required.

E. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

F. CEREMONIAL ITEMS

1. Cultural & Community Services Department

SUBJECT: Presentation of **Resolution #15,538** Commending Debbie Estrada for over 20 Years of Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt **Resolution #15,538** commending Debbie Estrada for over Twenty Years of Service to the City of Oxnard's Recreation Division of the Cultural and Community Services Department.

Mayor Zaragoza read the resolution and presented it to Debbie Estrada, who retired after working in the Recreation Division of the Cultural and Community Services Department for over 20 years. Terrel Harrison, Cultural & Community Services Director, acknowledged and thanked Debbie for her years of service to the City of Oxnard. Debbie also made a few remarks.

*It was moved by Councilmember Perello, seconded by Councilmember Teran, to approve **Resolution #15,538** as presented. VOTE: Lopez, MacDonald, Madrigal, Perello, Teran, Zaragoza, and Basua voted in favor; the motion carried 7-0.*

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Chris Plasencia (Inquired about Youth Gang Prevention Programs), Audrey Keller (Community Clean-up Event), Diana Velzy, Orchard Park Neighborhood Council (Requesting support for Neighborhood Council events), Chuck Carter (Channel Islands Harbor Water Quality), Armando Delgado (Recognized and Congratulated Debbie Estrada on her retirement on behalf of the Carpenters Local 805), and Douglas Partello, Cabrillo Neighborhood Council Chair (new plan for the neighborhood cleanup vs. volunteer events); Jack Villa (Concerns about the new Neighborhood Clean-up Plan).

H. REPORT OF CITY MANAGER

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency.

Alexander Nguyen, City Manager, presented and answered questions from Council. No public comments were received. Report was received and filed. No formal action was required.

I. CITY COUNCIL REPORTS

Councilmember Teran selected Jump ‘n Jammin, as his recommendation for a local business. He announced that he attended the Fremont North Neighborhood Council meeting at the request of their Chair. He thanked the neighborhood residents for participating and attending the meeting. He plans to attend the next Carriage Square Neighborhood Council meeting as well. He thanked Mr. Marvin Boos and all the volunteers for their work during the clean-up event on Patterson Road. He asked for a future agenda item, he received a number of complaints from residents about the street car racing and excessive exhaust noise from vehicles, and asked that the Police Department provide Council an update on these items. He also asked for an update on the curb cut permits and how the parking issues are being addressed.

Councilmember Basua selected Los Remedios Steak House as her recommendation for a local business. She also requested that the curb cut item be brought back to Council at a future meeting.

Mayor Pro Tem MacDonald selected the Downtown Café Restaurant as his recommendation for a local business. He also announced that he has been selected as the new Vice Chair for the Ventura County Transportation Commission for this year and is hopeful to be the new Commission Chair next year.

Councilmember Perello selected Flowers by Paulann as his recommendation for a local business. He also discussed the local neighborhood clean-ups that are happening throughout the City. He acknowledged and thanked the Neighborhood Councils, the many different groups throughout the

community, and the volunteers that are doing a great job at the events being held throughout the City. He thanked Mr. Marvin Boos, Casa De Vida organization, and all the volunteers for their work during the clean-up event on Patterson Road.

Councilmember Lopez selected 4 Way Meat Market located near the Oxnard Transportation Center, as her recommendation for a local business. She thanked the City Manager for working on organizing programming for youth in the City of Oxnard.

Councilmember Madrigal selected A Burger as his recommendation for a local business. He reminded the residents and parents of the Little League participants to support the children that enjoy the sport and to keep the environment respectful and positive for all involved.

Mayor Zaragoza also thanked Mr. Marvin Boos, members of the community, numerous volunteers and City employees for all the work and clean-up events happening throughout the City.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 through L-4 were discussed among the Council and staff.

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

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the January 18, 2022 regular meeting and the January 22, 2022 special meeting as presented.

2. Information Technology Department

SUBJECT: Insight Public Sector Inc.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a blanket purchase order for an amount not to exceed \$770,000 with Insight Public Sector, Inc. over a two-year period for information technology infrastructure. (Finance and Governance Committee approved 3-0.)

3. Public Works Department

SUBJECT: Agreement A-8428 with Blackpointe Group Construction & Management Inc., for Catch Basin Cleaning Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8428 with Blackpointe Group Construction & Management Inc. (Blackpointe), in the amount not to exceed \$900,000 for a three-year term ending February 15, 2025, for catch basin cleaning services. (Public Works and Transportation Committee approved 3-0.)

4. Fire Department

SUBJECT: SAFER Grant Application - no match required.

RECOMMENDATION: That City Council adopt **Resolution #15,539**:

1. Ratifying the submission of a grant application for the Federal Emergency Management Agency (FEMA) FY2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of \$2,192,342 to be used for the hiring of six additional firefighters, no local match is required;
2. That authorizes the City Manager or designee to execute the grant agreement if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations during FY2022-2023 for the use of grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

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

M. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: TD Enterprise LLC dba Oxnard Holistics - Commercial Cannabis Business Retail Special Use Permit (SUP). (10/15/15)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing:
2. Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities), and
3. Adopt **Resolution #15,540** Approving the Appeal and overturning the Planning Commission's Denial of Planning and Zoning Permit No. 21-516-24 (Special Use Permit- Cannabis Retail), subject to certain conditions and findings. (This item did not originate in Committee.)

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

The City Council members disclosed and reported on the ex parte communications that they received. Each councilmember provided a summary of the ex parte communications received.

Scott Kolwitz, Planning & Environmental Services Manager; Jose Coyotl, Associate Planner; Scott Swenson, Safer Neighborhoods and Alcohol Compliance Specialist; Kumar Neppalli, Traffic Engineer; and Ken Rozell, Chief Assistant City Attorney; gave a report and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Representatives of the Appellant/Applicant (Alfred Fraijo, Land Use Counsel; Doug Gans, Chief Operating Officer; Kristi Byers, Architect; Dave Dallal, Chief Financial Officer; and Randy Latimer, Security Consultant) made a presentation.

Robert Murphy, Walter Hagedohm, and Cindy Maurer, Representatives of an unincorporated association named "Common Sense" gave a presentation.

Public comments were received from Audrey Keller, Michael Smith, Holly Hayes-Rey, Cesar Hernandez, Jose Barrera, Anthony Mireles, Daniel Nicholas, Bob Launius, Chris Hernandez, Josh Garretson, Forrest Forbes, Francine Castanon, Sarah Peterson, Jenna Lieberman, Tom Cady, Joe Peterson, Cleland (Lee) Hoff, Yvonne De La Rosa Green, Deirdre Frank, Jason Stover, Nancy Lindhom, Ed Gutierrez, Kara Hanley, Julie Pena, Alexandra Porter, Kenneth Clark, Shane Kimbrough, Mike Marlow, Tony Lanzara, David Johnston, David Bejarano, Mark Caviezel, Kathy Guerrero, John Loftus, Mayra Delgado, Clifford M. Maurer, Chief Al Davis, Rob Fallon, Dr. Beth Shillito, Diane Delaney, Arthur Reyna, Rachel Torres, Herb Summers, Leslie Kiefner, Manuel Herrera, Daniel Chavez, Maria Navarro, and Armando Delgado.

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

It was moved by Councilmember Basua, seconded by Councilmember Lopez, to approve the recommended action. VOTE: Teran, Basua, Zaragoza, Lopez, MacDonald, and Madrigal voted in favor; Perello voted against, the motion carried 6-1.

At 9:58 p.m. City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

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

2. Community Development Department

SUBJECT: Vineyard Starbucks Site Renovations Appeal. (10/15/15)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing:
2. Find the Project to be Statutorily Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15270 (“Projects Which are Disapproved”); and
3. Adopt a resolution denying the Appeal and upholding the Planning Commission’s Denial of Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)), because the record does not contain the evidence necessary to make all of the Findings required by Oxnard City Code Section 16-531 in order to grant a Special Use Permit. (This item did not originate in Committee.)

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

The City Council members disclosed and reported on the ex parte communications that they received. Each councilmember provided a summary of the ex parte communications received.

Scott Kolwitz, Planning & Environmental Services Manager; Ken Rozell, Chief Assistant City Attorney; and Joe Pearson II, AICP, Senior Planner; gave a report and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. The Appellant (Friedrich Family Limited Partnership, Matt Friedrich, Property Owner; Anthony Valdez, Regional Manager for Starbucks; Hollee King Winegar, Planning Consultant; Christine Fong, Project Architect; and Beverly Metz, Project Manager for Starbucks) provided a presentation.

Public comments were received from Jewel Harris and Jessica Otani.

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

Mayor Pro Tem MacDonald made a motion of intent to approve the Appeal and approve the project, and requested that staff prepare a resolution and bring it back to the March 15, 2022 Council meeting.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Teran, to approve the motion of intent. VOTE: Basua, Madrigal, MacDonald, Teran, Lopez, Perello, and Zaragoza voted in favor; the motion carried 7-0.

N. REPORTS

1. Finance Department

SUBJECT: FY 20-21 Annual Comprehensive Financial Report and Summary Presentation.
(15/15/10)

RECOMMENDATION: That City Council receive the Fiscal Year 2020-21 Annual Comprehensive Financial Report (ACFR) and summary presentation from the City's external financial auditors, Eadie + Payne, LLP.
(Finance and Governance Committee approved 2-0)
(Presentation will be live upon consultant's request).

This item was pulled from this meeting's agenda and will be brought back to Council at a future date.

2. City Manager Department

SUBJECT: Update on Status and Accomplishments of Current Measure O Projects and Opening the Conversation regarding the Weaning Schedule. (0/10/10)

RECOMMENDATION: That the City Council:

1. Receive and file the annual update; and
2. Open the conversation regarding the Measure O weaning schedule

This item was pulled from this meeting's agenda and will be brought back to Council at a future date.

3. Cultural & Community Services Department

SUBJECT: Amendment to an Agreement with the Oxnard School District (A-8318) for the Operations of the After School Education and Safety Grant (ASES) to increase the total value of the agreement by \$5,030,000 bringing the total agreement amount to \$2,950,000 in year one (FY 2021-2022) and \$4,830,000 in year two (FY 2022-2023). (0/10/5)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an amendment to the agreement (A-8318) with the Oxnard School District (OSD) for the

operations of the Oxnard After School Education and Safety (ASES) Grant to:

- (1) Increase the agreement amount by \$5,030,000 resulting in a total agreement amount of \$7,780,000, not to exceed \$2,950,000 in year one (FY2021-2022) and \$4,830,000 in year two (FY2022-2023) with an additional City match of \$130,000 of in-kind services per fiscal year,
- (2) Extend the expiration date for one year to June 30, 2023; and
- (3) Approve a budget appropriation recognizing \$200,000 of additional FY21-22 Fund 272 (21st Century CLCP-ASESP) grant funding.

Terrel Harrison, Cultural & Community Services Director, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

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

4. Housing Department

SUBJECT: Impact Fee Loan Agreement Amendment Las Cortes Phase III. (0/5/5)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to the Loan Agreement with A0592 Oxnard, L.P., a California limited partnership (Agreement No. A-8226), for an increase in deferred impact fees related to the development of the Las Cortes Phase III affordable housing project.

Emilio Ramirez, Housing Director, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

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

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 12:57 a.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor

MINUTES
OXNARD CITY COUNCIL
Special Council Meeting
February 16, 2022

A. ROLL CALL, POSTING OF AGENDA

At 6:01 p.m., Mayor John C. Zaragoza called to order the special meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Mayor Pro Tem Bryan A. MacDonald and Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, and Gabriel (Gabe) Teran were present via videoconference. Mayor Zaragoza was present in person.

Staff members present in person were Alexander Nguyen, City Manager; Ken Rozell, Chief Assistant City Attorney; Jason Zaragoza, Deputy City Attorney; and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Stephen M. Fischer, City Attorney; and Shiri Klima, Deputy City Manager.

Kristen Parks, Consultant with National Demographics Corporation also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

C. PUBLIC HEARINGS

1. City Attorney Department

SUBJECT: Public Hearing Regarding Redistricting of City Council Districts (15/30/30)

RECOMMENDATION:

1. That the City Council conduct a public hearing regarding the redistricting process for City Council districts, including taking public testimony regarding the six maps that the City Council selected to move forward for further consideration (NDC Maps 201, 203 and 203A and Public Maps 4, 6 and 7) and the three maps that were submitted prior to the February 7, 2022 deadline for map submittal (Public Maps 9, 10 and 11).

2. That the City Council approve a motion to select one of the proposed District maps and direct that the matter be brought back to the City Council on March 1, 2022 for the introduction of the ordinance to adopt the District map by amending Appendix A to Oxnard City Code Section 2-4.

Because the presentation will be made by a consultant, the presentation was not prerecorded pursuant to Measure M.

The City Clerk announced the affidavit of publication. A written communication letter was received from Maricela Morales, Executive Director, Central Coast-Alliance United for a Sustainable Economy (CAUSE), which was provided to Council for consideration.

Kenneth Rozell, Chief Assistant City Attorney, introduced Kristen Parks, Consultant with National Demographics Corporation, who presented and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Maria Navarro and Deirdre Frank.

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

Mayor Pro Tem MacDonald made a motion to select NDC Map 203A and direct that the matter be brought back to the City Council on March 1, 2022 for the introduction of an ordinance.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Teran, to approve the recommended action. VOTE: Lopez, MacDonald, Perello, Teran, and Zaragoza voted in favor; Madrigal and Basua voted against; the motion carried 5-2.

D. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:14 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



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

DATE: March 15, 2022

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Adoption of an Ordinance Amending Oxnard City Code Section 2-2.5. Regarding the Boundaries and Identifying Number of Each City Council District.

RECOMMENDATION

That the City Council adopt an Ordinance that amends Oxnard City Code Section 2-2.5 regarding the boundaries and identifying number of each City Council district.

BACKGROUND

Every ten years, cities with by-district elections are required to use new census data to review and redraw district lines to reflect population changes. This process, called redistricting, ensures that all districts within a city have nearly an equal number of people residing within each district.

While state law only requires that the City hold four public hearings or workshops on the redistricting process, the City Council held a total of seven public hearings on the redistricting process. These public hearings were held on July 29, 2021, September 30, 2021, December 6, 2021, January 6, 2022, January 22, 2022, February 1, 2022 and February 16, 2022.

At the end of the February 16, 2022 meeting, the City Council voted 5 to 2 to select NDC Map 203A as the map that the Council wished to be brought back at the March 1, 2022 City Council meeting. Based upon the City Council's direction, City staff drafted for City Council consideration an ordinance that amended Oxnard City Code Section 2-2.5. so that the boundaries and identifying number of each City Council district are modified to be consistent with NDC Map 203A.

At the meeting of March 1, 2022, by a 6-1 vote, the City Council approved the first reading of the ordinance by title only and waived further reading of the ordinance.

STRATEGIC PRIORITIES

This agenda item 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: Kenneth Rozell, Chief Assistant City Attorney, Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. Ordinance Designating City Council Districts

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
OXNARD AMENDING OXNARD CITY CODE SECTION 2-2.5
REGARDING CITY COUNCIL DISTRICTS AND AMENDING THE
BOUNDARIES AND IDENTIFICATION NUMBERS OF THE DISTRICTS
AS INDICATED IN APPENDIX A**

WHEREAS, every ten years, cities with by-district elections are required to use new census data to review and redraw district lines to reflect population changes; and

WHEREAS, this redistricting process ensures that all districts within a city have nearly an equal number of people residing within each district; and

WHEREAS, although the City recently went through the districting process in 2018, the Council districts that were created reflected the population totals from the 2010 census; and

WHEREAS, under state law, public entities with elections in November 2022 have until April 17, 2022 in which to adopt district maps that reflect the changes in population indicated in the 2020 census (as modified by the State of California to reflect the original residency of persons incarcerated in California's prisons); and

WHEREAS, although state law only requires that the City hold four public hearings or workshops, the City Council held a total of seven public hearings regarding redistricting on July 29, 2021, September 30, 2021, December 6, 2021, January 6, 2022, January 22, 2022, February 1, 2022 and February 16, 2022; and

WHEREAS, during this redistricting process, members of the public submitted a total of 11 maps for the City Council's consideration (Public Maps 1 through 11) and the City's demographer also prepared four maps for the City Council's consideration (NDC Maps 201, 202, 203 and 203A); and

WHEREAS, after duly considering all of the maps submitted by members of the public and the City's demographer, and considering all written and verbal public testimony, the City Council has determined that it wishes to adopt NDC Map 203A; and

WHEREAS, the City Council finds and declares that NDC Map 203A meets all the requirements of state law including, but limited to, that the modified Council Districts:

- A. Are substantially equal in population;
- B. Comply with the U.S. Constitution, the California Constitution and the federal Voting Rights Act;
- C. Are geographically contiguous;
- D. Minimize the division of local neighborhoods and local communities of interest;

- E. Create district boundaries that residents can easily identify and understand;
- F. Are compact in size; and
- G. Are not adopted to favor or discriminate against a political party.

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

Section 1. **Code Amendment.** Section 2-2.5 of the Oxnard City Code is amended to read as follows:

“**2-2.5 City Council Districts Established.** Six City Council districts are hereby established in the City of Oxnard. The boundaries and identifying number of each district shall be as described on NDC Map 203A codified as Appendix A and incorporated herein by this reference.

Section 2. **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The Council of the City of Oxnard hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

Section 3. Within fifteen 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 introduced on March 1, 2022, and finally adopted on March 15, 2022 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

John Zaragoza, Mayor

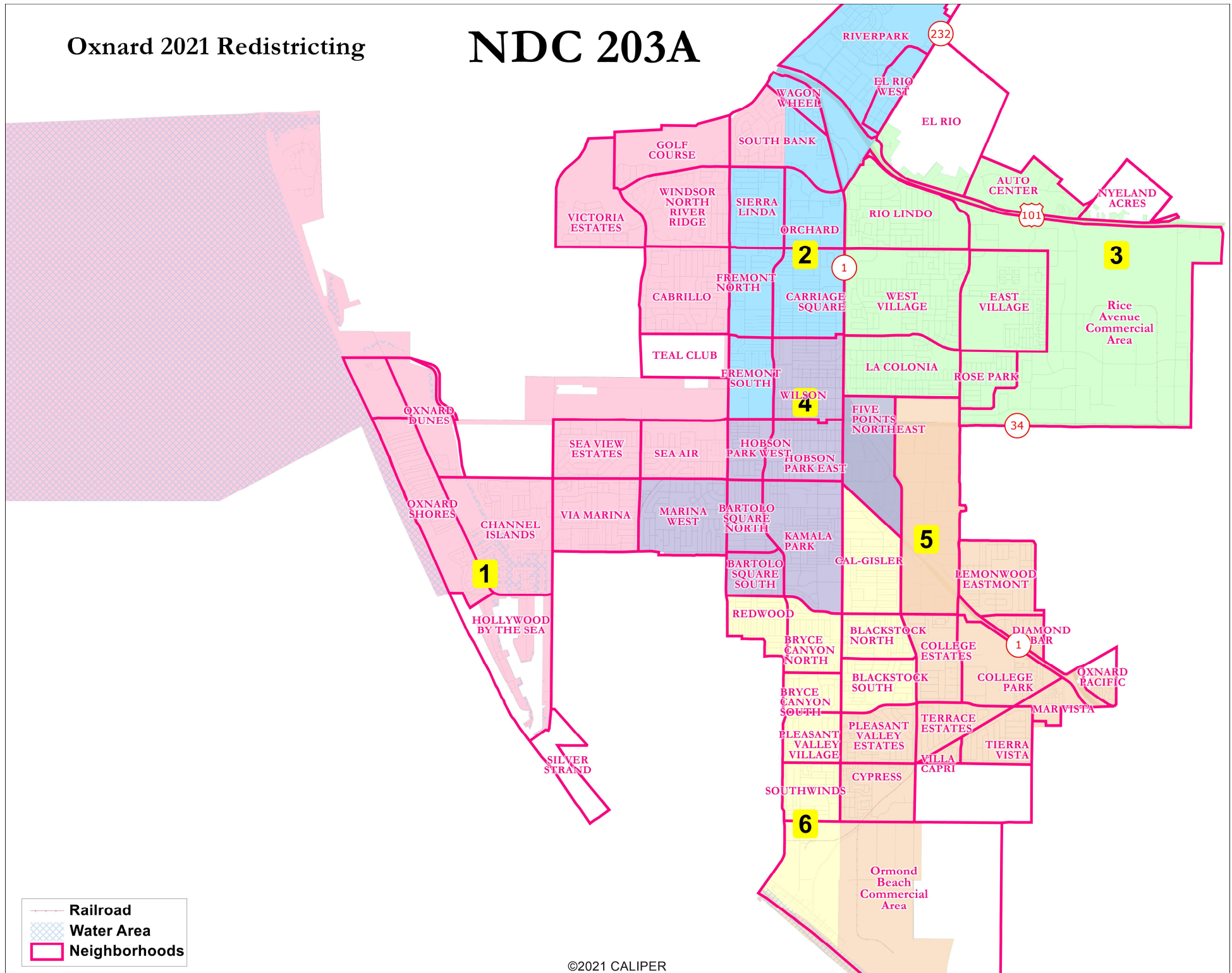
ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Appendix A





CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.3

DATE: March 15, 2022

TO: City Council

FROM: Betsy George, Chief Financial Officer, 805-200-5400, betsy.george@oxnard.org

SUBJECT: Resolution Declaring the Intent of the City to be Reimbursed for Certain Capital Expenditures from the Proceeds of Indebtedness

RECOMMENDATION

That the City Council adopt a resolution declaring the intent of the City to be reimbursed for certain capital expenditures from the proceeds of indebtedness.
(Finance and Governance Committee approved 3-0)

BACKGROUND

City Council authorized the purchase of three fire engines at the City Council meeting on January 18, 2022. The total approved purchase order amount was \$2,603,358.21. In addition to the purchase cost of the vehicles, there is expected to be additional upfitting costs (estimated at \$165,000 per vehicle). City staff purchased the vehicles the week of January 24th to avoid a 7% cost increase that would have taken effect on February 1, 2022. This saved the City \$172,042.

City staff expect to utilize the outstanding Master Equipment Lease Purchase Agreement ("Master Lease") with Banc of America to reimburse the City for the cost of the vehicles and the upfitting costs. The City has approximately \$4.5 million remaining in the existing line of credit and expects to draw a total of \$3.3 million to cover the purchase and upfitting of the fire trucks.

In order for the reimbursement to be compliant with the requirements of tax-exempt financings, the City is required to adopt a resolution declaring its intention to reimburse the City out of tax-exempt line of credit proceeds. This must be adopted within 60 days of when the vehicles were purchased. Adopting this resolution preserves the option for the City to be reimbursed from draws on the line of credit for the amounts already paid for the vehicles.

While adopting the reimbursement resolution demonstrates the City's intent to borrow funds, it does not obligate the City to borrow the funds. Staff will bring an agenda item to the Committee and Council at a later date considering the approval of the financing.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

This reimbursement resolution is not expected to have any direct financial impact on the City. The decision to enter into financing for the purchase of the fire vehicles will be made on a separate date. The cost of the fire vehicles is included in the Fire Department's 2021-22 budget appropriation.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on February 22, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: NHA Advisors

ATTACHMENTS

1. Oxnard Reimbursement Resolution (Fire Vehicles) 220202 (FINAL).v2

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF OXNARD DECLARING THE INTENT OF THE CITY TO BE
REIMBURSED FOR CERTAIN CAPITAL EXPENDITURES FROM THE PROCEEDS
OF INDEBTEDNESS**

WHEREAS, the City of Oxnard (the "City") intends to acquire emergency fire equipment and vehicles to be used to perform its essential governmental functions (the "Project"); and

WHEREAS, the City will pay certain Capital Expenditures in connection with the Project (the "Expenditures") prior to the issuance of one or more series of tax-exempt obligations in the expected approximate principal amount of \$3.3 million (the "Indebtedness") for the purpose of financing costs associated with the Project; and

WHEREAS, the City reasonably expects that certain of the proceeds of the Indebtedness will be used to reimburse the City for the Expenditures; and

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the City to declare its reasonable official intent to be reimbursed for prior Capital Expenditures made for the Project with proceeds of a subsequent borrowing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

1. The City finds and determines that the foregoing recitals are true and correct.
2. This declaration is made solely for purpose of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations, and does not bind the City to make any expenditure, incur any indebtedness, or proceed with the Project.
3. The City declares its official intent to use proceeds of the Indebtedness to reimburse itself for Expenditures made on or after the date which is no more than 60 days prior to the date of adoption of this Resolution.
4. The City will make a reimbursement allocation, which is a written allocation by the City that evidences the City's use of proceeds of the Indebtedness to reimburse itself for an Expenditure, no later than eighteen (18) months after the later of the date on which the expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid.
5. The City recognizes that exceptions are also available under the Treasury Regulations for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least five (5) years.

6. This Resolution shall take effect upon its adoption by this City Council.

PASSED AND ADOPTED THIS 15TH DAY OF MARCH 2022 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza
Mayor

ATTEST:

Rose Chaparro
City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney



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

DATE: March 15, 2022

TO: City Council

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

SUBJECT: Third Amendment to Agreement A-8243 with Northern Digital, Inc. for Water System SCADA Design Project PW 20-97

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-8243 with Northern Digital, Inc. in the amount of \$78,500 for a new not to exceed contract amount of \$344,700 for additional design work required for the Water System Supervisory Control and Data Acquisition Design Project PW 20-97 (Project No. 206509).

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

BACKGROUND

On March 2, 2021, the City Council approved Agreement A-8243 with Northern Digital, Inc. (NDI), in the amount of \$266,200, for design services for the Water System Supervisory Control and Data Acquisition (SCADA) Project. The initial scope of work included:

- Develop a clear and concise preliminary design report (PDR) outlining an efficient long-term solution for the SCADA system.
- Develop full process diagrams including input/output schedule and alarm set points.
- Provide a design that incorporates a cyber-security plan including anti-virus software, firewalls, types of connection, and remote access.
- Provide guidelines for system redundancy, including data backup schedules, data mining capabilities, and a list of spare parts and equipment to be kept onsite.
- Develop a complete set of design drawings, specifications, and bid documents. Provide a bid item list with a cost estimate to be used for budgetary purposes by the City.

Capital Improvement Program (CIP) Reference:

Project No. 206509 - Water System SCADA Design Project - CIP 2021-2026 - Adopted May 18, 2021 – Pages 181.

DISCUSSION

As part of the original scope of work, NDI developed a PDR that included an assessment of existing equipment, cyber security, control logic, and software/equipment options. Two workshops were held with the Water Division, Public Works Engineering, and NDI. Through the PDR process additional design parameters were identified as follows:

- Replacement and relocation of existing programmable logic controllers
- SCADA specific server room
- Evaluation of existing communications (fiber & radio) system including wiring, routing, power and signaling associated with the existing communications infrastructure to address actions from PDR including redundancy
- Modify existing network design and preliminary plans to allow the Operations/Engineering team to control, manage and secure the SCADA system, requiring additional network design, security requirements and firewalls
- Additional construction phase support, include system integration

NDI provided a proposal for the additional work required to provide the additional scope noted above. The proposal was reviewed by the City Engineer and the Supervising Civil Engineer.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total amount of this Third Amendment to Agreement A-8243 with Northern Digital, Inc. shall not exceed \$78,500 with a new not to exceed contract amount of \$344,700 for professional design services. The Water System SCADA Design Project No. 206509 has an available project budget of approximately \$920,000 from the Water Operating Fund (601) for this phase of the Project.

COMMITTEE OUTCOME

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

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Northern Digital, Inc. - A-8243 Third Amendment
2. NDI Proposal
3. Northern Digital, Inc. A-8243 Original - Second Amendment

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Third Amendment (“Third Amendment”) to the professional services agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 15 day of March, 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Northern Digital, Inc. (“Consultant”). This Second Amendment amends the Agreement entered into on March 02, 2021, by City and Consultant. The Agreement previously has been amended on June 28, 2021, by a First Amendment and on January 25, 2022 by a Second Amendment.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the Total Agreement Amount Not to Exceed of “\$266,200” is hereby deleted and replaced with “\$344,700”.
2. The reference to the, “Scope of Services Exhibit A”, everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the, “Scope of Services Exhibit A-1”. The “Scope of Services Exhibit A-1”, is attached hereto and incorporated herein by this reference.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

NORTHERN DIGITAL, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

Martin Obermire, Executive² _____ Date
Vice President

Monica Hummel, Corporate _____ Date
Secretary

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

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

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

Scope of Services Exhibit A-1

The following scope will be included as part of this delta design effort:

Scope Rebaselining and Initial Planning	HOURS
Project Delta-Scope Plan Development – [5010-510-500]	32.00
Perform Field Surveys/Investigation (Data Gathering for Relocation of PLC 1 & New Server Room (Trip 1), and Communications (Trip 2)) - [5010-513-500]	32.00
Perform Technical Meeting for Delta Design Objectives and Planning	24.00

Network & Communications Design	HOURS
Evaluation of existing communications (fiber & radio) system including wiring, routing, power and signaling associated with the existing communications infrastructure to address actions from PDR including redundancy.	24.00
Develop Specification Requirements for Communications. Assumes providing the specifications for the required Communications equipment and system performance parameters. 1. Communications Panel(s) & Equipment Requirements	24.00
Modify existing network design and preliminary plans to allow the Operations/Engineering team to control, manage and secure the SCADA system. Requires additional network design, security requirements and firewalls. Assumes providing: 1. One updated network architecture diagram 2. Patch Panel Overviews/Layout(s) 3. Additions to Conduit Schedule	80.00
Perform Engineering Review of Technical Design Package	24.00

Design for Relocation of Server Hardware Into Server Room:	HOURS
Review requirements of the new Server Room and provide oversight regarding the development of the plans and specifications.	16.00
CAD Drawings associated with new Server Room and requirements. Assumes providing one Layout Drawing with associated server racks. Assumes	32.00

providing updated wiring and cable schedules for the routing to the servers. Assumes specifications for room temperature control for server maintenance.	
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Design for Relocation of PLC1 (originally to remain in same location):	HOURS
Evaluation of existing wiring, routing, power, and signal requirements to generate design alternatives for feasibility of relocating PLC1 into the main building. (May require Trip)	24.00
Specification Requirements for relocation of PLC1.	32.00
Engineering Plans associated with relocation of PLC1: Demolition Plans, Engineering Notes, New Plans, Conduit Schedule, Wiring Schedule, Communications Re-Routing Details. Assumes that the existing panel can be used as a Marshalling Panel.	88.00

Delta Design Review:	HOURS
Prepare Delta Design Review Package for new scope items.	24.00
Review Delta Design Package internally.	8.00
Conduct Delta Design Review Meeting with Team.	16.00

Additional Bid Support	HOURS
RFI responses, and other additional bid phase support.	16.00

Project Management	HOURS
Project Coordination and Oversight - [5090-590-500]	32.00
Meetings & Conference Calls [5090-591-500]	16.00

Total Hours	544.00
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Proposal

City of Oxnard

SCADA Upgrades Project
Additional Scope from 30% PDR
NDI Proposal 21265-01

January 14, 2022



Northern Digital, Inc.

4701 Corporate Ct.
Bakersfield, CA 93311

January 14, 2022

City of Oxnard
ATTN: Tim Beaman

RE: NDI Proposal to provide additional design scope to the City of Oxnard in Support of the SCADA Upgrades Project

Please find NDI's cost proposal attached to provide additional design and support scope for the City of Oxnard's SCADA upgrade project. Please reference the Clarifications section for further details on Clarifications & Exclusions.

NDI has over **33+ years of industry experience**, and has an extensive background in providing control systems engineering services in numerous Oil & Gas Production as well as Water/Wastewater Industry applications. **Northern Digital is an industry leader in providing technical solutions and integration services** to a wide variety of Oil & Gas Production Companies as well as Water Agencies, Municipalities, and Independent Water Companies. Our core value of **relationships forged in commitment** aims to develop lasting partnerships with our clients. NDI strives to ensure that we meet or exceed all of your project expectations.

We are grateful for this opportunity to submit our proposal to your organization. Should you have any questions or concerns, please don't hesitate to reach out to me. Thank you and we are excited at the prospect of working with your team.

Sincerely,

Joseph Marcus
Northern Digital, Inc.
Manager, Business Development

W: 661.322.6044
M: 661.319.4015
E: joseph.marcus@ndi.us

Martin Obermire
Northern Digital, Inc.
Executive Vice President

W: 661.322.6044
M: 661.330.2429
E: martin.obermire@ndi.us



Cost Breakdown

COST BREAKDOWN

Total Budgetary Cost for Delta Design Tasks: \$78,500.00

Deliverables

LABOR (1 OF 3)

The following scope will be included as part of this delta design effort:

Scope Rebaselining and Initial Planning			
Project Delta-Scope Plan Development - [5010-510-500]		C	32.00
Perform Field Surveys/Investigation (Data Gathering for Relocation of PLC 1 & New Server Room (Trip 1), and Communications (Trip 2)) - [5010-513-500]		C	32.00
Perform Technical Meeting for Delta Design Objectives and Planning		C	24.00

Network & Communications Design (1 of 2)			
Evaluation of existing communications (fiber & radio) system including wiring, routing, power and signaling associated with the existing communications infrastructure to address actions from PDR including redundancy.		SE	24.00
Develop Specification Requirements for Communications. Assumes providing the specifications for the required Communications equipment and system performance parameters.			
1. Communications Panel(s) & Equipment Requirements		SE	24.00

LABOR (2 of 3)

Network & Communications Design (2 of 2)			
Modify existing network design and preliminary plans to allow the Operations/Engineering team to control, manage and secure the SCADA system. Requires additional network design, security requirements and firewalls.			
Assumes providing:			
1. One updated network architecture diagram			
2. Patch Panel Overviews/Layout(s)			
3. Additions to Conduit Schedule		SE	80.00
Perform Engineering Review of Technical Design Package		C	24.00

Design for Relocation of Server Hardware Into Server Room:			
Review requirements of the new Server Room and provide oversight regarding the development of the plans and specifications.		C	16.00
CAD Drawings associated with new Server Room and requirements. Assumes providing one Layout Drawing with associated server racks. Assumes providing updated wiring and cable schedules for the routing to the servers. Assumes specifications for room temperature control for server maintenance.		SE	32.00

Design for Relocation of PLC1 (originally to remain in same location):			
Evaluation of existing wiring, routing, power, and signal requirements to generate design alternatives for feasibility of relocating PLC1 into the main building. (May require Trip 3)		SE	24.00
Specification Requirements for relocation of PLC1.		SE	32.00
Engineering Plans associated with relocation of PLC1: Demolition Plans, Engineering Notes, New Plans, Conduit Schedule, Wiring Schedule, Communications Re-Routing Details. Assumes that the existing panel can be used as a Marshalling Panel.		SE	88.00

LABOR (3 OF 3)

Delta Design Review:			
Prepare Delta Design Review Package for new scope items.		SE	24.00
Review Delta Design Package internally.		C	8.00
Conduct Delta Design Review Meeting with Team.		SE	16.00
Additional Bid Support			
RFI responses, and other additional bid phase support.		SE	16.00
Project Management			
Project Coordination and Oversight - [5090-590-500]		PM	32.00
Meetings & Conference Calls [5090-591-500]		PM	16.00
		Total Hours	544.00

Travel & Expenses Budget: \$1,000.00 (3 onsite visits, 2 SEs, 1 day each trip - non-overnight)

Note: 2 visits will be required and a 3rd visit may be required. NDI will attempt to complete all onsite data gathering within 2 trips.

CLARIFICATIONS

Northern Digital has the following clarifications:

1. A schedule was established during the 30% PDR with a plan for the construction, startup and commissioning phase to end in December 2023. Based on the additional scope described in this proposal, a new schedule (Rev B00) was submitted to the City, projecting that the project will now last through the end of March 2024.
 - a. Delta PDR 8-10 weeks
 - b. 75% Design June 2022
 - c. 95% Design July 2022
 - d. Bid Solicited August 2022
 - e. Bid Award September 2022
 - f. Completion March 2024
2. A proposal for NDI to provide support to the City during the Submittals & Construction phase of the project can be provided. Please advise if a budgetary T&M proposal is desired.
3. Schedule above assumes a 2-week turnaround time for Design Reviews.

PAYMENT TERMS

Progress payments are required. Monthly billing is based on a Schedule of Values. Payments are due net 30 days from the date of invoice. All invoice amounts, which are 30 days past due will be subject to an interest penalty of 1.5% per month or the highest interest rate allowed by law.

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: *March 02, 2021*
- (2) Consultant: Northern Digital, Inc.
- (3) Services: Consulting Services for the Water System Supervisory Control and Data Acquisition (SCADA) Improvement Project
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein
- (5) Agreement Ending Date: December 31, 2021
- (6) Total Agreement Amount: \$266,200
- (7) City's Project Manager: Timothy Beaman
- (8) Consultant's Project Manager: Joseph Marcus
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

4701 Corporate Court
Bakersfield, CA 93311
Attn: Joseph *Marcus*, Project Manager

FOR CITY:

305 West Third Street, East Wing, Second Floor
Oxnard, CA 93030
Attn: Timothy Beaman, Senior Civil Engineer

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

joseph.marcus@ndi.us

CITY'S PROJECT MANAGER:

timothy.beaman@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit A
- ☒ Schedule of Services Exhibit B
- ☒ Rates and Costs Exhibit C
- ☒ Insurance Exhibit (INS-A)



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as an Electrical Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to,

or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City.

Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is

valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall,

at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

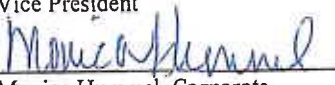
[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

NORTHERN DIGITAL, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☐ Lisa Boerner, Purchasing Agent _____
☐ Buyer _____

 11-9-20
 Martin Obermire, Executive² _____ Date _____
 Vice President
 11/9/20
 Monica Hummel, Corporate _____ Date _____
 Secretary

ATTEST:

Michelle Ascencion, City _____ Date _____
 Clerk (only if Mayor signs)

APPROVED AS TO FORM:

 FOR 11/9/20
 Stephen M. Fischer, City _____ Date _____
 Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

NORTHERN DIGITAL, INC.

John C. Zaragoza 3-2-21
☒ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Agent
☐ Buyer

Martin Obermire 11-9-20
 Martin Obermire, Executive² Date
 Vice President
Monica Hummel 11/9/20
 Monica Hummel, Corporate Date
 Secretary

ATTEST:

Rose Chaparro 3/2/21
 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer 11/5/20
 Stephen M. Fischer, City Date
 Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

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- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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CITY OF OXNARD

NORTHERN DIGITAL, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Agent
☐ Buyer

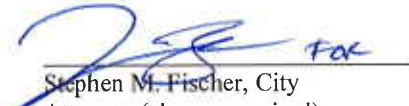
 Martin Obermire, Executive² _____ Date _____
 Vice President

ATTEST:

 Monica Hummel, Corporate _____ Date _____
 Secretary

 Michelle Ascencion, City _____ Date _____
 Clerk (only if Mayor signs)

APPROVED AS TO FORM:

 for _____ 11/11/20
 Stephen M. Fischer, City _____ Date _____
 Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

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- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Scope of Services Exhibit A

Task 1: Program Management

1. **Project Management.** Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard Public Works (City). The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget.
2. **Project Kick-off Meeting.** At the commencement of the Project, the Consultant shall facilitate a “kick-off” meeting with the City’s engineering and operations staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three business days of the meeting. The Consultant shall assume three hours for the kick-off meeting with staff members.
3. **Progress Meetings.** Consultant shall attend monthly meetings at the City for the duration of the project and budget for fourteen meetings. As part of the effort, the Consultant is responsible for developing meeting information and agenda prior to the meeting and meeting minutes within three business days following the meeting with complete action tracking log. The Consultant shall assume 2 hours for each meeting.
4. **Project Schedule.** Consultant shall develop a project schedule at the beginning of the project that covers preliminary design, design drawings, specifications, recommendations, construction cost estimate, bid documents, and bid/award support services. Project schedule shall be submitted with the proposal and shall be updated within 2 weeks of the kickoff meeting.
5. **Project Communication.** Consultant shall develop a communications protocol to be followed by all team members to be submitted within one week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.
6. **Project Coordination.** Consultant shall coordinate all of the services of sub-consultants including site visits, site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.
7. **Monthly Invoicing.** The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

Task 2: Data Gathering, Site Visit, and Preliminary Design Report

The Consultant shall create a preliminary design report (PDR), for the new SCADA System, which includes various components such as design criteria, process design, human/machine interface (HMI), required equipment, mechanical, electrical, and compatibility with existing hardware. The PDR shall include a summary of design assumptions and design points. Specific project scope elements, which are to be evaluated in the PDR and ultimately incorporated into the final design and bid documents, including the following:

1. Review and become familiar with the 2015 and 2018 SCADA Assessments.
2. Undertake a field visit to each water treatment, production, and pumping facility to collect information about the existing system and control strategy.
3. Interview Water Operation Managers and determine the most efficient long-term operational strategies and instrumentation and control design.
4. Interview Wastewater SCADA personnel and tour Wastewater SCADA room to determine if opportunities exist for uniformity of equipment.
5. Assess the suitability of existing server, electrical, HVAC, and data infrastructure and make recommendations for necessary upgrades.
6. Develop and submit a formal data request of existing record drawings, process and instrumentation diagrams (P&IDs), and control strategies.
7. Compare open and closed source SCADA software packages and make a recommendation to be considered by the City.
8. Develop cyber-security plan with recommendations for anti-virus software, firewalls, connections, administrator privileges, and remote access.
9. Prepare guidelines for system redundancy including data and software backup in and a list of spare parts & equipment that should be kept on-hand.
10. Develop an outline for alarm notifications and recipients.
11. Develop an implementation and commissioning plan with a focus on transitioning from the old to the new SCADA System, and maintain the operation of the water production and distribution systems.
12. Prepare a preliminary construction estimate based on the 30% PDR. This initial cost estimate will be updated throughout the final design process. Cost estimates shall include operating costs.
13. Develop a preliminary construction schedule indicating the proposed sequence of work, durations, critical milestones, logic ties, and critical path, and a proposed construction sequencing that will support an optimum construction schedule.

14. The preliminary design submittal shall include a list of anticipated technical specifications and drawings for all aspects of the facilities construction including civil, structural, mechanical, architectural, demolition, electrical, and instrumentation & controls.

Deliverable

The PDR shall fully document the options considered, the analysis performed, references used, assumptions made, basis of design assumptions, Consultant's recommendations, and basis of the recommendations. Each section and subsection of the PDR shall be presented in the format of a narrative report with figures, tables, diagrams, and other exhibits and to sufficient detail to allow the City to fully understand the design intent and long-term operational requirements. The PDR shall be submitted in reviewable/editable electronic Word version of the draft PDR report, including manufacturer cut sheets, for the City's review.

Task 3: SCADA 75% Design

The Consultant shall create a design, equivalent to the 75% design level, including various components such as design criteria, hardware, software, data network, process design, alarm notifications, instrumentation and control design, P&IDs, cyber-security, user interface, access, and schematics. Under this subtask, the bulk of the design work shall be completed. Drawings and specifications based upon the PDR shall account for any comments as a result of the PDR review. At the end of the 75% design phase, drawings and specifications shall be near completion. The following are to be included:

1. Title Sheet
 - Project name, date, engineer of record, and City approval
 - Vicinity and location maps with contacts
 - Drawing index
2. General Conditions
 - General notes, symbols, abbreviations, and legends
 - Standard Details
 - Sequence of work and guidelines to maintain operation
 - Removal of existing infrastructure (as required)
3. Process Design:
 - Complete initial process design, utilizing parameters and equipment uniformity with PDR recommendations. These drawings shall include full process diagrams and process and instrumentation diagrams.
4. Instrumentation and Control Design:
 - Completed P&IDs with equipment tag numbers

- Instrumentation Mounting Details
 - Network Architecture
 - Alarm and SCADA controls
 - Loop descriptions
 - Consultant shall develop functional control logic for programming
 - Consultant shall define the input/output (I/O) requirements of well PLCs
5. Electrical Design:
- Preliminary electrical loading and demands
 - Preliminary electrical equipment layout plans
 - Electrical single line diagram
 - Preliminary cable and conduit schedule
 - Conduit plans and elevations
 - Panel schedule
6. Mechanical Design:
- Mechanical plans including coordination with electrical, and instrumentation & controls
 - Equipment layout plans
 - Conduit plans and elevations
 - Pipe support details
 - Materials specifications
 - Equipment specifications
7. Specifications:
- Preliminary technical specification with draft text in all sections
8. Preliminary Cost Estimate:
- Develop initial bid item list with descriptions, quantity takeoffs, and unit cost
 - This initial cost estimate will be updated throughout the final design process and be used for budgetary purposes

Deliverable

The Consultant shall provide the 75% design package including three hardcopies of 24" x 36" plans and specifications along with the word files.

Task 4: Final Design

1. The Consultant shall provide 95% design services that include full preparation of design drawings, specifications, and special provisions. The Consultant shall incorporate the review comments from the preliminary design phase into the 95% design package. For all intents

and purposes the 95% design package shall be suitable for public bid, under final review by the City.

Deliverable

The Consultant shall provide the 95% design package including three hardcopies of 24" x 36" plans and specifications along with the word files.

2. During the final design phase, final comments from the 95% design submittal shall be incorporated into the drawings and specifications. This final submittal will be considered the bid set. Tasks include:
 - Production of final engineering drawings
 - Production of final technical specifications
 - The Consultant shall prepare a final probable construction cost to be transmitted along with the final 100% design package.

Deliverable

Final drawings shall be signed and sealed by a professional engineer registered by the State of California. The Consultant shall provide four sets of 11" x 17" drawings, two sets of 24" x 36" (D Size) drawings, one set of 24" x 36" mylars, four sets of specifications, and one electronic copy in PDF format of the final design package for bid purposes. All drawings shall be prepared using the latest version of AutoCAD.

Task 5: Bid Phase Services

The Consultant shall assist the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

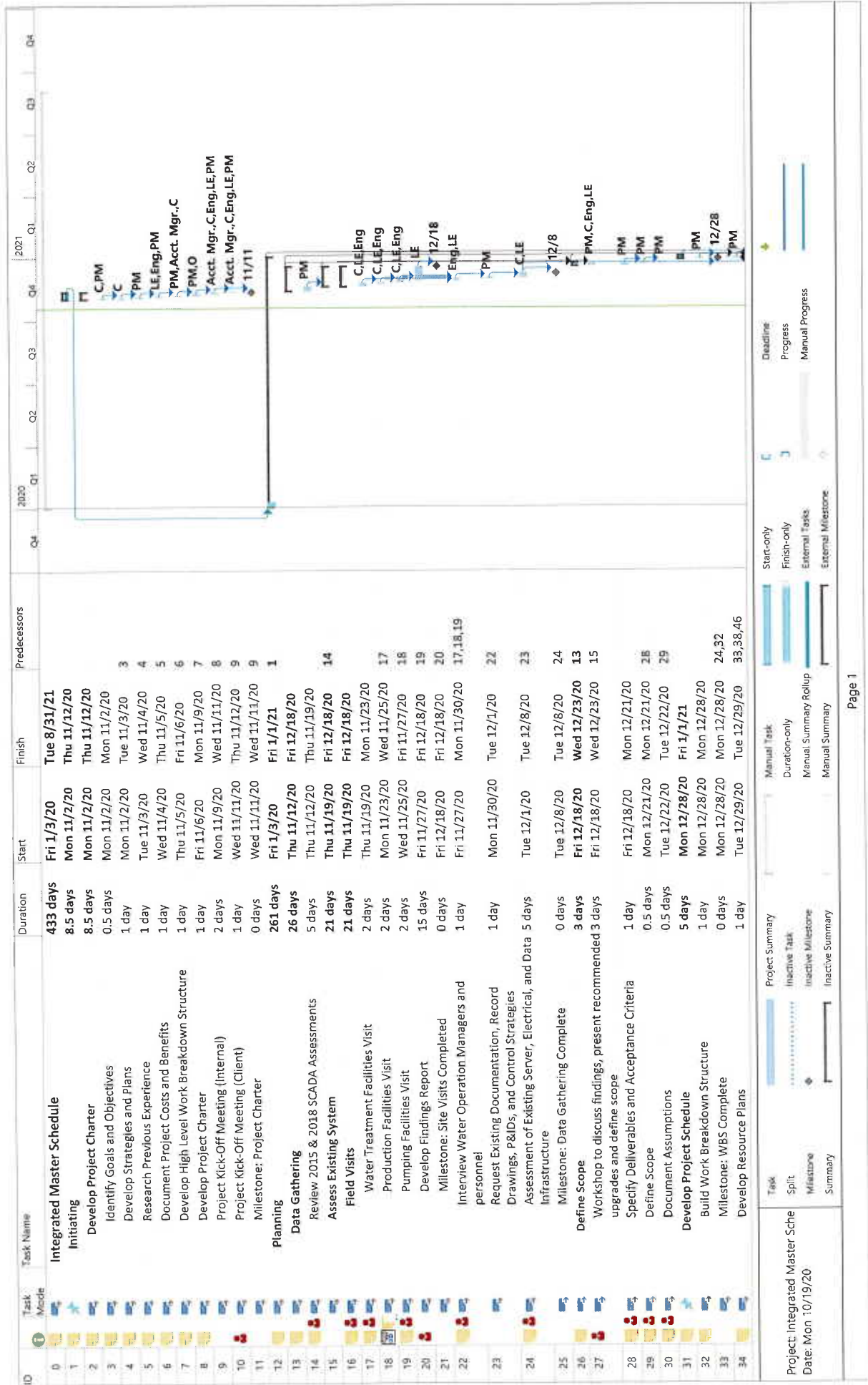
1. Preparation of addenda in response to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. The Consultant shall provide the City with a written response to questions within two business days of questions received during the bidding period. The responses shall be provided in a short memorandum format with the question and response shown. Consultant shall also keep a log of the questions and responses. The Consultant shall assume the preparation of four addendums for budgeting purposes and budget a total of 24 hours for this effort.
2. Attendance and participation in the mandatory pre-bid meeting. The Consultant shall budget a total of 4 hours for this meeting.

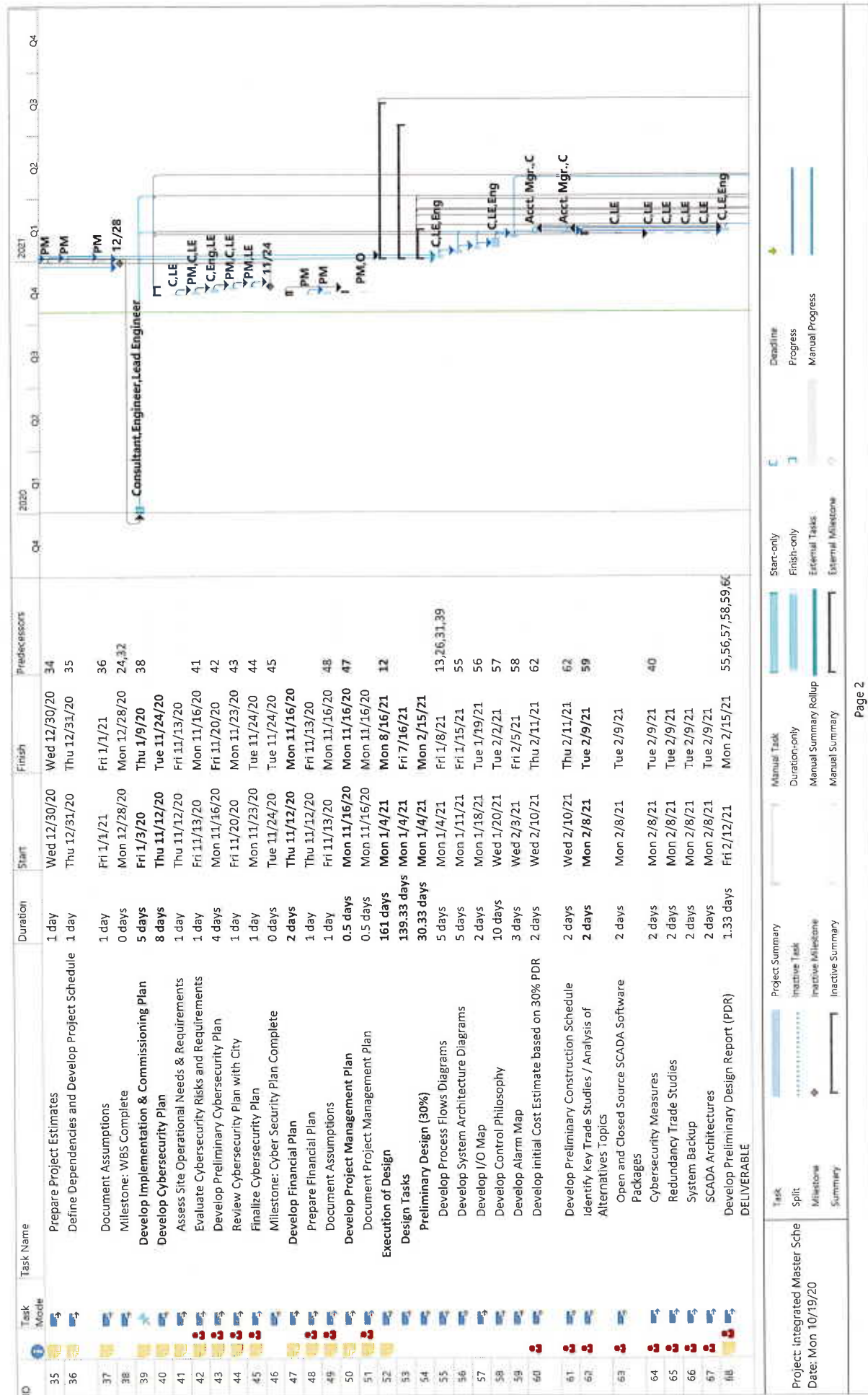
3. Evaluation and coordination with City staff to evaluate all bids and to make a determination of the lowest responsible, responsive bidder. The Consultant shall budget a total of 8 hours for this effort.

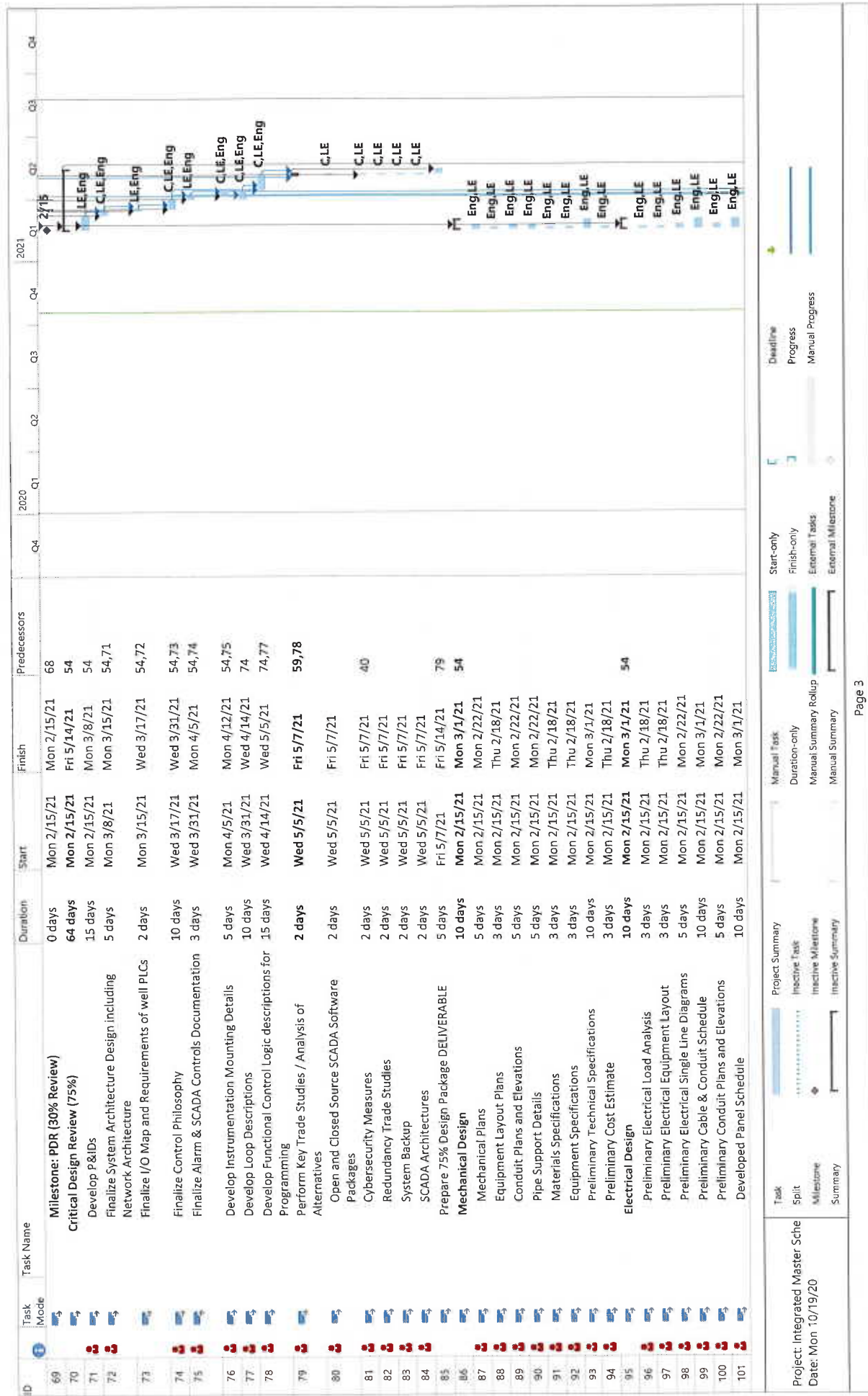
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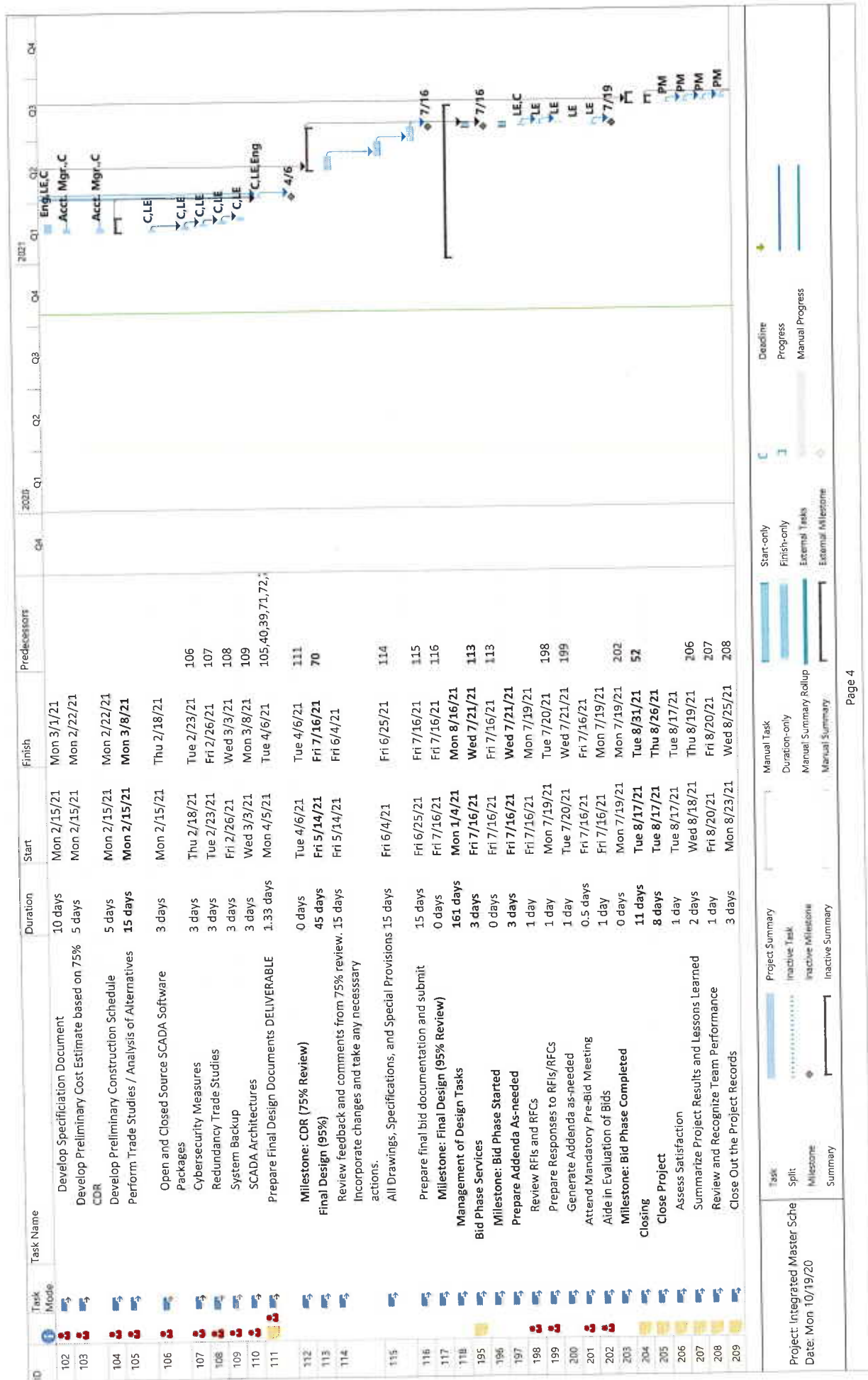
The Consultant shall incorporate all addenda issued during the bid period into a conformed set of contract documents. The Consultant shall provide one electronic copy in PDF format and one electronic copy in AutoCAD format (.DWG) of the conformed drawings within one (1) week of the Bid Opening.

Schedule of Services Exhibit B









ID	Task Name	Task Mode	Duration	Start	Finish	Predecessors	2020	2021	Q4	Q1	Q2	Q3	Q4	Q4
210	Review and Reconcile Financial Performance	Task	1 day	Thu 8/26/21	Thu 8/26/21	209								
211	Contract Closure	Task	3 days	Fri 8/27/21	Tue 8/31/21	205								
212	Close Contract	Task	3 days	Fri 8/27/21	Tue 8/31/21									
213	Milestone: Project Completion	Task	0 days	Tue 8/31/21	Tue 8/31/21	212								Acct. Mgr. 8/31

Task

Mode

1

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Project: Integrated Master Sche

Date: Mon 10/19/20

Page 5

Rates and Costs Exhibit C

Professional Services Classification	Billing Rate
Project Manager (PM)	\$135 per hour
Consultant (C)	\$150 per hour
Systems Engineer (SE)	\$140 per hour
Instrumentation / Electrical / Controls Technician (IE&C)	\$110 per hour
Panel Fabrication / Shop Services (PF)	\$65 per hour
Administrative Services (A)	\$55 per hour
Vehicle Transportation	\$0.75 per mile

- Services are billed in 0.5-hour increments.
- Two (2) hour minimum call-out for services.
- Normal working hours are from 8:00AM to 5:00PM.
- OVERTIME RATES:
 - 1.5 Times after eight (8) hours worked, and on Saturdays.
 - Double-time applies to Sunday & Holidays.

*Rate may vary due to changes in the IRS determined Standard Mileage Reimbursement Rate

- Parts & Materials: NDI's Cost plus 15%
- Overnight Travel Expenses: Per GSA Guidelines (Hotel & Per Diem)
- One-Way Travel Time (To/From) Job Site: Billed for Two (2) Hours per this rate schedule

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE
INSURED	COMPANY LETTER A 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/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[illegible]

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone: _____		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: 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	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____	

FIRST AMENDMENT TO PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 28 day of JUNE, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Northern Digital, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on March 2, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The date, "December 31, 2021," in Section 5 of the Cover Page of the Agreement is hereby amended to the date, "May 31, 2022."
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

NORTHERN DIGITAL, INC.

<u><i>[Signature]</i></u> <u>6/28/2021</u>	<u><i>[Signature]</i></u> <u>6-10-2021</u>
☐ John C. Zaragoza, Mayor ¹ Date	Martin Obermire, Executive ² Date
☐ Alexander Nguyen, City Manager	Vice President
☒ Daniel Willhite, Purchasing Manager	<u><i>[Signature]</i></u> <u>6/10/21</u>
☐ Buyer	Monica Hummel, Corporate Date
	Secretary

ATTEST:

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

APPROVED AS TO FORM:

[Signature] 6-9-21
 Stephen M. Fischer, City Date
 Attorney (always required)

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

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

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

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

CITY OF OXNARD

NORTHERN DIGITAL, INC.

☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ Buyer

 Martin Obermire, Executive² _____ Date
 Vice President

 Monica Hummel, Corporate _____ Date
 Secretary

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SECOND AMENDMENT TO PROFESSIONAL SERVICES

This Second Amendment (“Second Amendment”) to the professional services agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 25 day of January, 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Northern Digital, Inc. (“Consultant”). This Second Amendment amends the Agreement entered into on March 02, 2021, by City and Consultant. The Agreement previously has been amended on June 28, 2021, by a First Amendment.

City and Consultant agree as follows:

1. The date, “May 31, 2022,” in Section 5 of the cover page of the Agreement is hereby amended to the date, “March 28, 2024.”
2. The reference to the, “Schedule of Services Exhibit B,” everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the, “Schedule of Services Exhibit B-1.” The “Schedule of Services Exhibit B-1,” is attached hereto and incorporated herein by this reference.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

Patricia Garcia 1/25/22
☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☒ Buyer, Patricia Garcia

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer 1-19-22
 Stephen M. Fischer, City Date
 Attorney (always required)

NORTHERN DIGITAL, INC.

Martin Obermire 1-19-22
 Martin Obermire, Executive² Date
 Vice President
Monica Hummel 1/19/22
 Monica Hummel, Corporate Date
 Secretary

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

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

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

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

CITY OF OXNARD

NORTHERN DIGITAL, INC.

☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☒ Buyer

 Martin Obermire, Executive² _____ Date
 Vice President

 Monica Hummel, Corporate _____ Date
 Secretary

ATTEST:

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

APPROVED AS TO FORM:


 Stephen M. Fischer, City _____
 Attorney (always required) Date 1-19-22

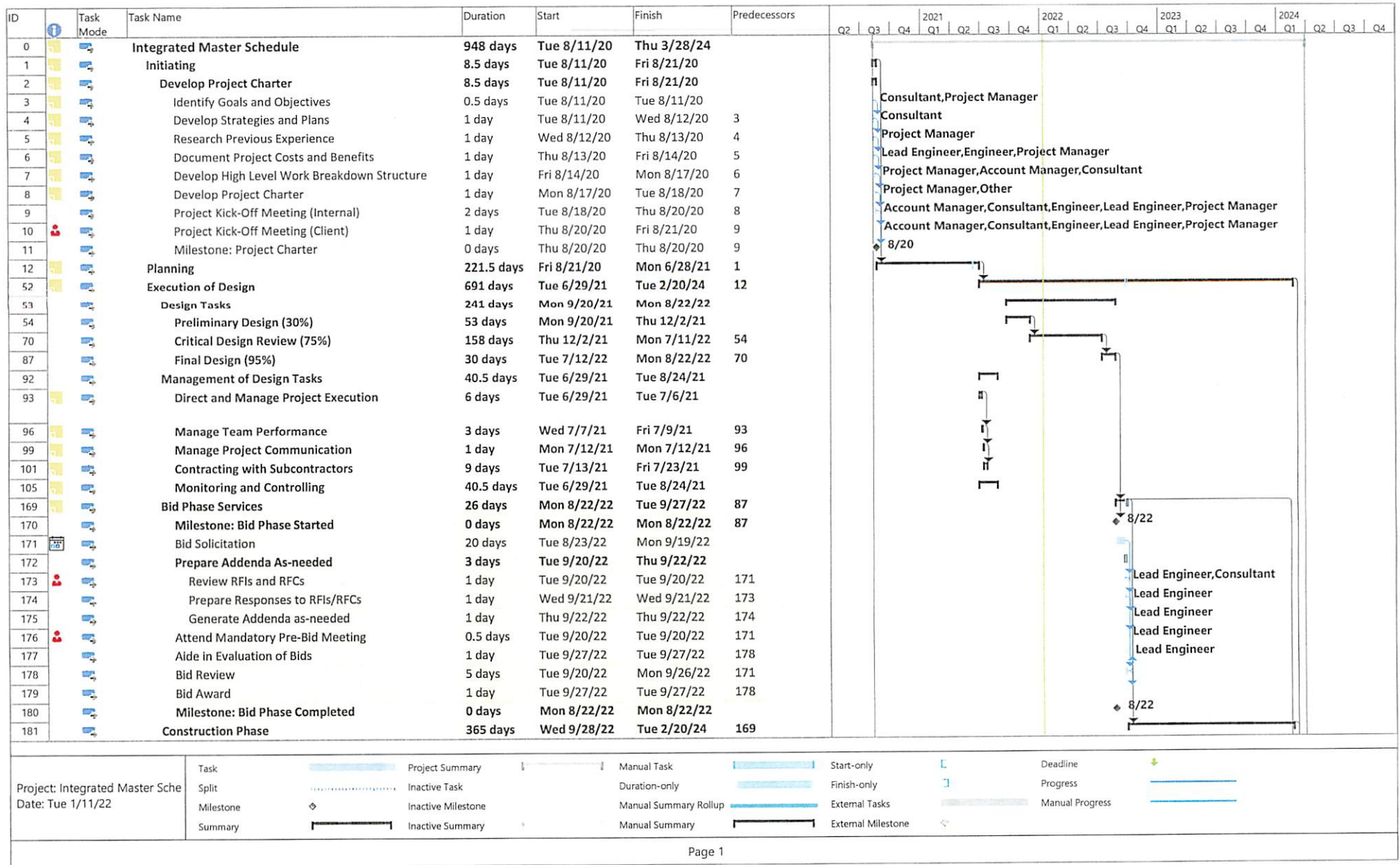
¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

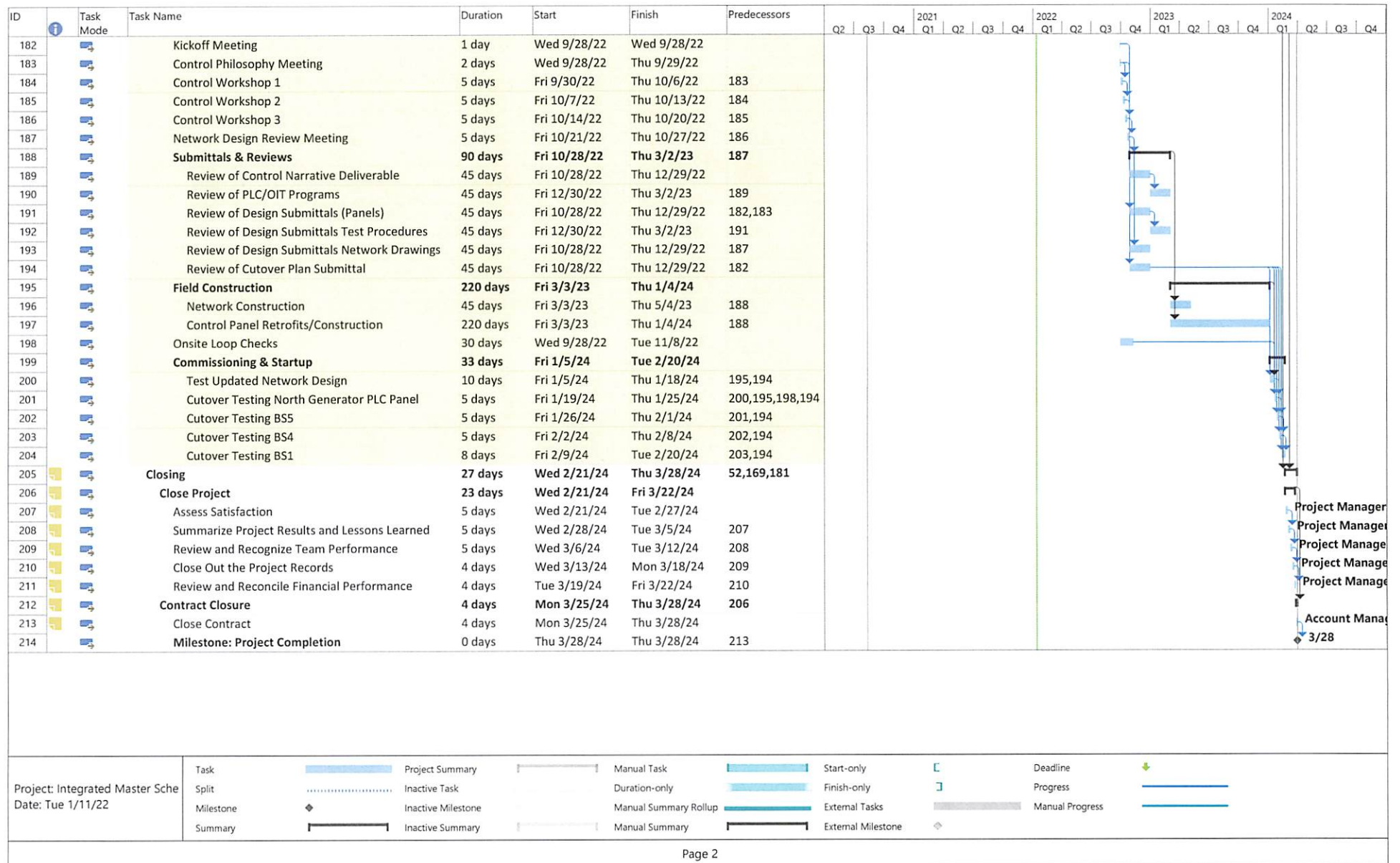
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature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

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

SCHEDULE OF SERVICES EXHIBIT B-1



SCHEDULE OF SERVICES EXHIBIT B-1





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

DATE: March 15, 2022
TO: City Council
FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org
SUBJECT: Purchase Order Western Extrication Specialist Inc \$316,748.40.

RECOMMENDATION

That City Council authorize the Mayor to sign a Purchase Order with Western Extrication Specialists Inc. for \$316,748.40 to purchase battery-operated extrication equipment.
(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

BACKGROUND

On November 16, 2021 City Council ratified the submission of a Ventura County Transportation Commission (VCTC) Service Authority for Freeway Emergencies (SAFE) grant application for the procurement of battery operated extrication equipment to be shared among fire departments operating in the Ventura Operational Area. Ventura County Fire Protection District (VCFOD), Oxnard Fire Department (OFD), Ventura City Fire Department (VFD), and Fillmore Fire Department (FFD) are joint partners within the Ventura Operational Area.

VCFPD, VFD, FFD and OFD equip all frontline engines and trucks with Holmatro brand hydraulic extrication tools. It is imperative that all agencies use the same tools for interoperability purposes. The equipment currently used by the agencies requires external power accessed by connecting the tools to a generator using one inch hoses. The hoses can be subject to damage, punctures, and leaks while on the scene of a collision as they are dragged over sharp objects, glass, and metal in an effort to reach the trapped individual. The hoses also pose a trip hazard for fires responders at the scene of a crash.

The use of battery-powered extrication tools can save critical minutes during vehicle rescues. The battery operated tools are not limited by their proximity to the generator and can be used further from the roadway. Additionally, the battery operated tools are lighter and allow for greater operator control.

DISCUSSION

VCTC awarded \$317,000 for the Ventura Operational Area to purchase battery operated extrication equipment. Holmatro brand extrication equipment is used by all area agencies for interoperability purposes. Western Extrication Specialists is the sole factory authorized for sales and service for Ventura County.

A review of emergency responses in the region determined the best allocation of equipment between the partner agencies.

Agency	Equipment	Cost
Fillmore Fire	2 Rams 4 Batteries 1 Charger	\$24,824.54

Oxnard Fire	3 Spreaders 3 Cutters 1 Combination Tool 14 Batteries 4 Chargers	\$107,142.88
Ventura City Fire	1 Spreader 1 Cutter 4 Batteries 1 Charger	\$30,380.16
Ventura County Fire Protection	5 Spreaders 5 Cutters 20 Batteries 5 Chargers	\$151,900.82
Total		\$316,748.40

The City of Oxnard will purchase all equipment and distribute accordingly between the regional partners.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact to General Fund. VCTC SAFE has awarded \$317,000 in grant funds received in project 772299 account 217-2220-531.72-31.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on February 22, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

1. Western Extrication Quote 1725
2. PO 8528 Western Extrication

Western Extrication Specialists, Inc.

P.O. Box 1065

Simi Valley, CA 93062

+1 8056247475

<http://www.holmatro-westx.com>

Western Extrication Specialists

Price Quote

ADDRESS

Oxnard Fire Department

360 W 2nd St.

Oxnard, CA 93030

PRICE QUOTE # 1725**DATE 01/20/2022****EXPIRATION DATE 06/30/2022****TECH/SALES REP.**

Dane Jackson

DATE	ARTICLE NUMBER	DESCRIPTION	QTY	RATE	AMOUNT
	159.000.064	PSP40 SPREADER	9	13,341.00	120,069.00T
	159.000.063	PCU50 CUTTER	9	12,917.00	116,253.00T
	159.000.207	PTR50 TELESCOPIC RAM	2	10,395.00	20,790.00T
	151.000.583	PBPA287 BATTERY	42	760.00	31,920.00T
	151.000.742	PBCH2 BATTERY CHARGER 120VAC	11	603.00	6,633.00T
	159.000.118	PCT50 COMBI TOOL	1	13,627.00	13,627.00T

This quote is for Pentheon spreaders, cutters, T-Ram, combi-tool, batteries and chargers at list price to apply for a county wide grant. Shipping is just an estimate and may be adjusted at the time of invoicing.

SUBTOTAL	309,292.00
DISCOUNT 7%	-21,650.44
TAX	26,606.84
SHIPPING	2,500.00
TOTAL	\$316,748.40

Accepted By

Accepted Date



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008528**

DATE: 2/23/2022

VENDOR PHONE: (805)624-7475
VENDOR FAX: () -
VENDOR #: 22860
VENDOR ADDRESS: WESTERN EXTRICATION SHIP TO: FIRE DEPT
SPECIALIST
4350 ADAM RD. 360 W. 2ND ST.
SIMI VALLEY, CA 93063 OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
01/25/2022		0000005901	01/25/2022	DANE JACKSON	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		21722208028606		RENEE KNIGHT	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	9 SPREADERS, 9 CUTTERS, 2 RAMS, 1 COMBI,	
	316,748.40 42 BATT	1.0000 316,748.40
	/ DL	

NSS 21-181,
PUBLIC SAFETY COMMITTEE 2/22/22
CITY COUNCIL MEETING 3/15/22
DELIVERY BY COMMON CARRIER
NO BTC RQRD*AM
CIVIC CLERK#2022-1740
NTE \$316,748.40, ONE TIME PURCHASE

TOTAL PURCHASE AMOUNT	\$316,748.40
------------------------------	---------------------

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____
ee to the attached terms and conditions of the City of Oxnard
John C. Zaragoza, Mayor
Page 1 of 3

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008528**

DATE: 2/23/2022

VENDOR PHONE: (805)624-7475

VENDOR FAX: () -

VENDOR #: 22860

VENDOR ADDRESS: WESTERN EXTRICATION **SHIP TO:** FIRE DEPT
SPECIALIST
4350 ADAM RD. 360 W. 2ND ST.
SIMI VALLEY, CA 93063 OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
01/25/2022		0000005901	01/25/2022	DANE JACKSON	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		21722208028606		RENEE KNIGHT	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
 - ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



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

DATE: March 15, 2022

TO: City Council

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

SUBJECT: Resolution for a Grant from California Water and Wastewater Arrearage Payment Program.

RECOMMENDATION

That the City Council adopt a resolution authorizing the City Manager or designee to:

1. Accept a grant from the California Water and Wastewater Arrearage Payment Program in the amount of \$1,258,764.85 for delinquent water charges related to COVID-19;
2. Apply for a grant from the California Water and Wastewater Arrearage Payment Program in the amount of \$848,092.67 for delinquent wastewater charges related to COVID-19; and
3. Execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; the Director of Public Works or designee to submit non-financial reports.

(This item did not originate in Committee.)

BACKGROUND

The COVID-19 public health emergency has heavily impacted the financial well-being of many Oxnard residents and businesses. The State Water Resources Control Board (SWRCB) created a new short-term funding program, the California Water and Wastewater Arrearage Payment Program (CWWAPP). This program was funded with \$985 million in federal funding authorized by the American Rescue Plan Act of 2021 (ARPA). ARPA funding has been allocated by the State legislature to the SWRCB, to provide one-time relief to community water and wastewater systems for unpaid water and wastewater bill debt related to the pandemic. Pursuant to meeting specific program requirements, this funding will cover utility bill debt for specific residential and commercial customers accrued during the COVID-19 relief period from March 4, 2020 to June 15, 2021, as determined by the State. A grant match is not required from the City.

DISCUSSION

In early September 2021, SWRCB began accepting pre-applications for the CWWAPP. The pre-application required data from water systems that provided information on water customer arrearages for the COVID-19 relief period. City staff worked diligently to gather the data required in order to submit the pre-application as early as possible, thus increasing the chances of receiving any funding. After applying the State's requirements for eligibility, it was determined that 2,545 residential accounts with past-due water bills of \$1,052,038.27 and 163 commercial accounts with past-due water bills of \$170,063.53, for a total of \$1,222,101.80 were eligible for funding relief from the CWWAPP. The pre-application was submitted on the SWRCB's Electronic Annual Reporting System on September 10, 2021.

On October 27, 2021, the SWRCB notified the City that applications for water arrearages funding were now being accepted from water systems that had submitted the pre-application.

On January 4, 2022, SWRCB notified the City that it was awarded the full amount of \$1,222,101.80 plus an additional \$36,663.05 for administrative costs for a total award of \$1,258,764.85. The check arrived by the end of January and was deposited on February 2, 2022. The relief program requires water systems to distribute the funds as a credit to water customers within 60 days of receiving funds, which is April 3, 2022. Additionally, the City must notify recipients in writing the amount to be credited on their water bill. Customers do not need to repay any credits they receive. The City is required to return any remaining, unallocated funds not credited to customers and unused administrative cost funds within six months of receipt along with final reporting requirements.

It is unlikely that all water arrearages will be covered by this funding due to the limited relief period established by the SWRCB. As a result, the City will continue to work with customers with arrearages to set up payment plans. The City currently does not shut off water service on any account due to the pandemic.

Deadlines from SWRCB provided a very short window of time for the pre-application, application, notification to the customer, and then the distribution of the funds to customer accounts. In order to meet the deadline requirements, the necessary information was submitted to the State within the timeframes required. This staff report recommends approving the receipt of the water funding associated with the prior submittal.

Additional funding in the program has been made available for wastewater arrearages. As of February 1, 2022, pre-applications were being accepted by the SWRCB for residential and commercial wastewater arrearages. City staff calculated 1,603 residential accounts with arrearages totaling \$733,255.32 and 91 commercial accounts with arrearages totaling \$90,135.62. Staff intends to submit all required documentation to receive additional funding estimated at \$823,390.94 for wastewater arrearages and \$24,701.73 for administrative costs for a total of \$848,092.67 in CWWAPP funding. Staff recommends submitting documents necessary for the wastewater funding.

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 awarded amount of \$1,258,764.85, which includes 3% for administrative costs, will be used to reduce outstanding balances for delinquent water charges for customers that meet the State's specific eligibility requirements. A new appropriation is required in the amount of \$1,258,764.85 in State Grant Fund 219 Project 666001 to properly record the revenue and expenditures for this grant award.

The requested application amount of \$848,092.67, which includes 3% for administrative costs, will be used to reduce outstanding balances for delinquent wastewater charges for customers that meet the State's specific eligibility requirements. Grant funding will be appropriated upon award notification.

COMMITTEE OUTCOME

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

Prepared by: Omar Castro, Water Division Manager, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Water Arrearages - Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING THE SUBMITTAL OF A GRANT APPLICATION AND
ACCEPTANCE OF A GRANT AWARD FROM THE CALIFORNIA WATER
AND WASTEWATER ARREARAGE PAYMENT PROGRAM

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

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the California State Water Resources Control Board and acceptance of a grant award for an amount not to exceed \$1,258,764.85 in Water Arrearages Payment Program funds to be used for outstanding delinquent water charges from March 4, 2020 to June 15, 2021.

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the California State Water Resources Control Board for an amount not to exceed \$848,092.67 in Wastewater Arrearages Payment Program funds to be used for outstanding delinquent wastewater charges from March 4, 2020 to June 15, 2021

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application and acceptance of a grant award by the City Manager to the California State Water Resources Control Board for the purpose of obtaining grant funding for water and wastewater customer arrearages. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS _____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

John C. Zaragoza, Mayor

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney



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

DATE: March 15, 2022

TO: City Council

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

SUBJECT: Approving the Appeal and overturning the Planning Commission's Denial of Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)) for the proposed Starbucks at 2551 North Vineyard Avenue (APN: 132-0-043-215)

RECOMMENDATION

That the City Council:

1. Find the Project to be Categorical Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities); and
2. Adopt a Resolution Approving the Appeal and overturning the Planning Commission's Denial of Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)), subject to certain conditions and findings.

This item did not originate in Committee.

BACKGROUND

On February 15, 2022, the City Council conducted a public hearing to consider the Appeal of Planning Commission's ("Commission") January 13, 2022, denial of Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)) (Attachment A). The City Council made a Motion of Intent to approve the Appeal and overturn the Commission's denial of the Project as the City Council could make all of the Findings required to grant the Major Modification in accordance with Oxnard City Code Section 16-531. Staff indicated at the February 15, 2022 meeting that staff would return with a Resolution of Approval, subject to certain conditions and Findings. The City Council's motion was carried by a vote of 7:0.

Staff has prepared the Resolution approving the Appeal and overturning the Planning Commission's Denial of Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)) (Attachment B). The City Council Resolution includes five revised Conditions of Approval, which were requested in response to the original Commission Resolution to approve the Project (presented on October 21, 2021) and supported and accepted by the applicant team, staff and the Commission at the Commission's meeting on November 4, 2021. The revised conditions have been identified below:

9. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code except as modified by the Administrative Parking Relief granted by the Planning Commission. (PL/B, G-9). Each compact parking stall is to have the word "compact" painted at the entrance of the space in letters a minimum of eight-inches in height.

107. The Transportation Demand Management Plan shall provide direction for onsite circulation signage. The project design shall include appropriate onsite traffic signs to instruct drivers not to queue in the public sidewalk and public roadway to the City Traffic Engineer’s satisfaction. Signage shall indicate that there is additional parking onsite. Onsite directional signage shall be designed with one double-faced permanent directional sign per vehicular entrance, provided such signs do not exceed three square feet in area each. Onsite traffic sign square footage shall not be included within the total Advertising Signs sign area, as defined by Oxnard City Code, Chapter 16, Article IX, allowed on the project site. (TR)

116. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. The Occupancy Plan must clearly state how recyclable and organic material, as appropriate, will be managed on site to be in compliance with applicable state laws (AB 939, AB 341, AB 1826, SB 1383); how restaurant staff will participate in the program; and how customers will be alerted~~altered~~ to the presence of recycling on site and how contamination will be minimized. The Occupancy Plan must include what service provider(s) will manage/transport materials to appropriate facilities for processing and/or disposal.

139. All overhangs are required to be sprinklered as required by City Code.

140. Trash enclosure is required to be sprinklered as required by City Code.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Approval of the requested Appeal would overturn the Planning Commission's denial and allow for the redevelopment of the project site, and, if redeveloped, the Project is anticipated to generate additional tax revenue that would be directly added to the City’s General Fund.

COMMITTEE OUTCOME

This item did not originate in Committee. This item was heard by the Planning Commission. This item was also noticed and heard as a Public Hearing at the February 15, 2022 Council Meeting.

Prepared by: Scott Kolwitz, Planning Manager, Joe Pearson II, Senior Planner

ATTACHMENTS

1. Attachment A - City Council Staff Report dated March 15, 2022 (with only Attachment A - Planning Commission Staff Report dated 10_21_22)
2. Attachment B - Draft City Council Resolution



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.2

DATE: February 15, 2022

TO: City Council

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

SUBJECT: Vineyard Starbucks Site Renovations Appeal. (10/15/15)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing:
 2. Find the Project to be Statutorily Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15270 ("Projects Which are Disapproved"); and
 3. Adopt a Resolution denying the Appeal and upholding the Planning Commission's Denial of Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)), because the record does not contain the evidence necessary to make all of the Findings required by Oxnard City Code Section 16-531 in order to grant a Special Use Permit.
- (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/axNLU03Q8G0>

BACKGROUND

EXECUTIVE SUMMARY:

On January 13, 2022, the Planning Commission ("Commission") denied Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)), a request by the Applicant to make modifications to an existing 2,450 square-foot drive-through fast food restaurant building to allow for a Starbucks drive-through coffee shop on a 0.66 acre site within the General Commercial-Planned Development (C-2-PD) zone (Attachments A & B). The is located at 2551 North Vineyard Avenue (APN: 132-0-043-215).

On January 19, 2022, a timely Appeal application was filed on behalf of the property owner, Friedrich Family Limited Partnership with the City (Attachment C). The Applicant and Appellant are one and the same, and they will be referred to as the "Appellant" throughout the remainder of this staff report. The Appellant submitted a supplemental letter on January 27, 2022 (Attachment D). The Appellant seeks City Council review of the Planning Commission's decision.

Staff recommends the City Council adopt a Resolution to deny the Appeal and uphold the Commission's denial as there is no merit to the Appellant's Grounds of Appeal as described below in the Analysis and Discussion section of this staff report (Attachment E).

Denial of the Appeal would keep the site in its existing configuration and would not allow for the proposed operation of the Starbucks drive-through coffee shop.

For the benefit of the Council, this staff report provides 1) a brief background on the Major Modification permit process, 2) the specific elements that are required to grant the requested Special Use Permit and a summary of the Findings which were made, 3) a summary of the Appeal, and 4) a discussion of the review and hearing process before the City Council.

BACKGROUND:

Major Modification Regulations

Section 16-561 of the OCC allows for Major Modifications to Special Use Permits. Major Modifications are those that involve substantial increases in coverage, major additions to the buildings or structures, creation of extra parking needs, traffic or other site problems. A Major Modification is processed in the same manner as a new Special Use Permit and must meet all of the same required findings. As with Special Use Permits, the Planning Commission is the decision maker on Major Modifications.

Required Findings to Grant a Special Use Permit

Pursuant to OCC Section 16-531, in order to grant a Special Use Permit, or a Major Modification, the following findings must be made:

- (1) The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.
- (2) The nature, condition and development of adjacent uses, buildings and structures shall be considered, and no proposed Special Use Permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.
- (3) The site that is subject to the Special Use Permit shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and items which may be required by Section 16-532 (Conditions).
- (4) The site that is subject to the Special Use Permit shall be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.
- (5) The site that is subject to the Special Use Permit shall be provided with adequate sewerage, water, fire protection and storm drainage facilities.

Major Modification to U-916 (Special Use Permit)

On October 21, 2021, the Commission held a public hearing to consider Planning & Zoning Permit No. 21-550-01 requesting approval of a Major Modification (MJMD). The project scope involved modifications to an existing 2,450 square-foot drive-through fast food restaurant building to allow for a Starbucks drive-through coffee shop on a 0.66 acre site. The proposed project is located at 2551 North Vineyard Avenue (APN: 132-0-043-215) within the 2030 General Plan land use designation of Commercial General and is zoned General Commercial-Planned Development (C-2-PD) in the City of Oxnard. Staff originally presented the project to the Commission with a recommendation for approval (Attachment 1).

On October 21, 2021, the Commission made a motion to continue the Project to the Commission's meeting on November 4, 2021, at the request of the applicant.

On November 4, 2021, the Commission reviewed all of the information provided in the staff report and received a presentation from Starbucks representatives, as well as other pertinent information, and deliberated the merits of the Project. No verbal or written public comments were provided before or during the public comment period of the hearing. Following the applicant's presentation and deliberations, the Commission voted on three motions. The first two motions were a Motion of Intent to Deny the project and a motion to Approve the project. These two motions failed as a result of two tie votes (3 to 3, with one Planning Commissioner absent). A third motion was approved to continue the item to the Commission's meeting on December 2, 2021.

On December 2, 2021, all seven members of the Planning Commission were present. The Commissioner who was not present on November 4 confirmed he reviewed the staff materials and watched the video of the Commission's November 4 meeting. The Commission provided an opportunity for public testimony, deliberated, and made a Motion of Intent to Deny the project as they could not make all of the Findings required to grant the Major Modification; however, a Resolution for denial was not available. Therefore, the Commission continued the project to January 13, 2022, to ratify the directed action.

On January 13, 2022, the Commission voted 4-3, to adopt Resolution 2022-02 to deny the project (Attachment B).

Pursuant to Sections 16-544 and 16-545 of the Oxnard City Code ("OCC"), the action of the Planning Commission is final unless an appeal application to the City Council is filed within 18 days after the action date.

On January 19, 2022, the Appellant filed a timely Appeal application with the City (Attachment C), and the Appellant submitted a supplemental letter on January 27, 2022 (Attachment D). The supplemental letter did not raise any additional Appeal items but provided additional narrative to their Appeal application.

ANALYSIS/DISCUSSION:

The Appellant has appealed the decision of the Commission primarily because the Appellant believes Findings can be made to approve the Project. The Appellant's five grounds of appeal are noted below, verbatim, with staff's response following each ground of appeal:

Ground of Appeal 1: "This project, Starbucks at Vineyard/RiverPark, meets all of the Requirements of the Zoning Code and the General Plan."

Staff Response:

This is incorrect. As discussed in the Commission staff report and presented to the Commission, the Project fails to meet three requirements of the Oxnard City Code (OCC).

- 1) The Project as designed does not provide the required 50 parking spaces.
- 2) The proposed parking does not meet the required standard parking space dimensions.
- 3) The project does not provide a designated loading space, which is required for all restaurants.

As a result, the Project included a request for an administrative parking relief to allow for two modifications:

- 1) Allow for a decrease in the number of required parking spaces from 50 parking spaces to 35 parking spaces, including 15 spaces which were to be provided via the drive-through queue, and
- 2) to allow for 11 of the required parking spaces to be compact parking spaces.

In addition to the two administrative parking relief requests, the Project included a request to modify the loading space requirement, to allow for loading to occur in the designated parking spaces, as opposed to providing a separate loading zone.

While the OCC does allow for modifications to these requirements, the discretion to grant or deny each of the modifications is provided to the Commission. Therefore, without Commission approval of the three modifications, the Project does not meet all of the requirements of the OCC.

With respect to compliance with the 2030 General Plan, the existing development fails to provide a 30 foot landscaped buffer along the designated scenic corridor (North Vineyard Avenue). This is considered to be a "legal nonconforming" existing condition. The proposed Project did not increase the non-conformity, rather the Project provided additional landscaping and improvements to mitigate the reduced buffer width; however, the Project did not provide the full 30 feet buffer.

In conclusion, the Commission was not able to grant the administrative parking relief modifications, and could not make the required Findings necessary to grant a Special Use Permit.

Ground of Appeal 2: “We have been working with Planning Staff for the last 18 months to get the proposed project to a point that met the City’s standards and requirements.”

Staff Response:

While City Staff did have preliminary conversations with the applicant team, including an initial request to allow for a Minor Modification, the formal application for the Major Modification was submitted on February 12, 2021. The time of the initial submission to the first scheduled hearing was approximately eight months. However, staff acknowledges that City staff, including members of the City’s Development Advisory Committee, worked through an iterative process with the Applicant team to explore both alternate site designs and parking / queue management strategies. This included multiple reviews by the City team, time for the applicant to revise and resubmit submittal materials and study project alternatives, and the required Community Workshop. Ultimately, the iterative approach resulted in a Project that staff could provide an approval recommendation to the Commission.

As further discussed in the Commission Staff Report, due to the operational characteristics of existing Starbucks drive-through coffee shops operating in the City of Oxnard and beyond, City staff was concerned about traffic circulation both onsite and in the public right-of-way given the potential increase in the drive-through demand associated with the proposed Starbucks restaurant and inadequate vehicular queueing based on the existing configuration. As a result, multiple design alternatives were explored in coordination with various City departments, including Planning, Building and Engineering, Traffic, Fire, and Police. These conversations resulted in a reconfiguration of the proposed drive-through lane which was redesigned to run along the perimeter of the site, to allow for a longer queue.

The Permit Streamlining Act provides timelines for processing quasi-judicial discretionary Projects, which effectively guarantees an opportunity for a public hearing in which decision makers may decide whether to approve or deny a Project within six months of an application being deemed complete. The Project was deemed complete once the Project design stopped changing (as it was found to be acceptable to both the applicant and City staff), and it was immediately scheduled for a public hearing on the next available Commission agenda, which occurred well within the statutory six-month timeframe.

In conclusion, the application was processed in a timely manner consistent with the Permit Streamlining Act. None of the Commission required Findings necessary to grant a Special Use Permit relating to processing timelines.

Ground of Appeal 3: “The denial by the Planning Commission was based on personal biases.”

Staff Response:

The Appeal application fails to provide any evidence to support this claim, and therefore lacks any grounds to make this claim. As supported by the record, the Appellant's assertion that the denial was based on personal bias is incorrect. The Commission formulated their reasoning for their decision to Deny the project based on the inability to make three specific Findings based on substantial evidence and testimony as documented within Planning Commission Resolution 2022-02.

The Commission could not make the second Finding, because they found the proposed Project would adversely affect and be materially detrimental to the public health, safety or general welfare due to the potential for cars entering into the Project site to back up onto the public right-of-way, thus adversely affecting the adjacent roadways and the East Vineyard Avenue and RiverPark Boulevard intersection, one of the busiest intersections in the City.

The Commission could not make the third Finding, because they found the site is not adequate in size and shape to accommodate the parking and loading facilities required pursuant to the Oxnard City Code.

The Commission could not make the fourth Finding, because they found the Project would create or significantly aggravate traffic problems on the adjacent roadways and intersections, which will have a direct and adverse impact on the adjacent highways (US 101 and CA 232). Each of the Commission’s reasoned conclusions are further detailed in Planning Commission Resolution 2022-02 (Attachment B).

Also, any assertion that the Commission is biased against Starbucks or other drive-through facilities is not supported by

facts. At the following Commission hearing, held on January 20, 2022, the same Commissioners voted unanimously (with one member absent) to approve two other drive-through facilities, including a Starbucks coffee shop at 1720 Ventura Boulevard, as they could make the required Findings for approval for those specific projects. In addition to this recent approval, the City has a history of approving drive-through Starbucks coffee shops, where the Commission has found them to be appropriate and in compliance with the required Findings.

In conclusion, the Commission's decision was the result of a deliberative process, and as one body the Commission voted to Deny the project with a split 4-3 vote.

Ground of Appeal 4: "The site has been used as a Drive-Thru restaurant for many years."

Staff Response:

While it is true that the existing site has been developed and operated as a drive-through since the 1980s, the Appellant's implication is that there would be no impacts with the proposed Starbucks compared to the existing operations. That implication is incorrect as the existing and proposed operational characteristics are not equivalent.

Based on known operational characteristics of existing Starbucks drive-through coffee shops operating in the City of Oxnard and beyond, as well as parking and queueing data provided by the Appellant, the Project would significantly increase demand at this site. Based on information proved by the Appellant, the morning drive-through demand during the morning peak times would range from 10-18 vehicles, far exceeding the existing five vehicle queue length. Given the anticipated increase in the drive-through demand associated with the proposed Starbucks coffee shop, the existing configuration resulted in inadequate vehicular queueing based for the Project. As a result, City staff was concerned about traffic circulation both onsite and in the public right-of-way, which could collectively potentially interfere or block the adjacent street system and the intersection of North Vineyard Avenue/RiverPark Boulevard. Therefore, there is clear evidence that the proposed Project would result in a significant intensification of the drive-through use onsite compared to the existing operations.

In conclusion, the Commission found the proposed operational characteristics were different from the existing operational characteristics, and, for the reasons provided in Planning Commission Resolution 2022-02 (Attachment B), the Commission could not make all of the required findings. This statement fails to address or dispute the findings.

Ground of Appeal 5: "This project would enhance the site with a new facade, new landscaping, better site design for the trash enclosure and drainage, new fire apparatus (safer for consumers) and is EXCEEDING the amount of queueing spaces 3X the required amount."

Staff Response:

The Commission acknowledged the physical improvements to the site that would be undertaken as part of the Project would enhance the aesthetics of the site, and result in improved site conditions with respect to the trash enclosure, drainage, and fire improvements. However, for the reasons provided in Planning Commission Resolution 2022-02 (Attachment B), the Commission could not make all of the required findings. This statement fails to address or dispute the Findings for denial.

With respect to the Project "EXCEEDING the amount of queueing spaces 3X the required amount", the Project as designed provided sixteen (16) queueing spaces. The OCC requires a minimum of eight (8) stacking (queueing) spaces. So, while the project does exceed the minimum number of queueing spaces, it does not provide three times the spaces. Also, while OCC does have a code requirement of only 8 stacking (queueing) spaces, in order to make the Findings required for approval, each individual project must show that sufficient stacking is available to meet the project's demand. Therefore, on a project-by-project basis, additional stacking may be required to ensure the project will not have an adverse impact on adjacent uses, buildings or structures or to the public health, safety or general welfare.

Appeal Review and Hearing Process Before the City Council

Pursuant to OCC Section 16-548, the City Council is provided with Review and Hearing Procedures and Quorum standards.

- (A) A review of an Appeal from a decision of the Commission may be heard de novo.
- (B) On hearing the review or Appeal, the City Council shall primarily consider the issues raised by the grounds specified in the notice of review or Appeal, but shall not be restricted thereto.
- (C) The City Council may promulgate additional rules of procedure for review or Appeal hearings.
- (D) Rules governing evidence and procedure relating to review and Appeal hearings shall be liberally construed to effect enlightened consideration and determination by the City Council.

Staff highlights that per the above procedures, the City Council is primarily to consider the issues raised by the grounds specified in the notice of review or Appeal, but the City Council is not restricted to those issues.

Conclusion:

The Appellant requests the Commission's denial of the Project be overturned based on the five appeal grounds.

Based on the above Analysis/Discussion Section, Staff's responses collectively demonstrate the Appeal lacks merit, and the Commission's determination on January 13, 2022 should remain unchanged. Thus, staff recommends that the City Council find there is no merit to the Appellant's Grounds of Appeal, and the Appeal should not overturn the decision of the Commission to deny the Project. Furthermore, the City council staff report, attachments, and the specific Findings outlined in the City Council Resolution (Attachment E) provide substantial evidence in the record for the City Council to conclude that not all of the required Special Use Permit Findings found in OCC Section 16-531 have been made. Staff believes the required Findings are well documented and the City Council is in a position to deny the requested Special Use Permit.

Thus, staff recommends that City Council Find there is no merit to the Appellant's Grounds of Appeal, deny the Appeal and uphold the decision of the Planning Commission to Deny the project with the specific Findings outlined in the Resolution (Attachment E). Pursuant to OCC Section 16-551, the decision of the City Council is final.

STRATEGIC PRIORITIES

This agenda item is a routine operational item and does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Denial of this request would retain the status quo of the project site, and consequently, there is no financial impact to the City's General Fund.

COMMITTEE OUTCOME

This item is a public hearing and was heard by the Planning Commission; therefore, this item did not originate in Committee.

Prepared by: Scott Kolwitz, Planning Manager

ATTACHMENTS

1. Attachment A . Planning Commission Staff Reports and memos dated 10/21/21, 11/4/21, 12/2/21 and 1/13/22
2. Attachment B - Planning Commission Denial Resolution 2022-02.docx
3. Attachment C - Appeal Application
4. Attachment D - Starbucks Vineyard Appeal Letter
5. Attachment E - Draft CC Resolution # _____.docx.pdf
6. Attachment F PZ No. 21-550-01 Appeal Presentation CC Completed

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Joe Pearson II, Senior Planner

DATE: October 21, 2021

SUBJECT: **Project Name: Vineyard Starbucks Site Renovations;** Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)); 2551 North Vineyard Avenue; APN: 132-0-043-215

- 1) Recommendation:** That the Planning Commission (“**Commission**”):
 - a)** Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities); and
 - b)** Adopt Resolution 2021-XX approving Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)), subject to certain findings and conditions.
- 2) Project Description and Applicant:** The project includes modifications to an existing 2,450 square-foot drive through fast food restaurant building and to allow for a Starbucks coffee shop on a 0.66 acre site. The proposed improvements will consist of a series of site changes to convert the existing Wendy’s restaurant drive-through restaurant into a Starbucks drive-through coffee shop. The changes include a small 50 square-foot addition to allow for the relocation of the drive-through pick-up window. The resulting building will be 2,500 square feet. The exterior of the building will be renovated with new colors and materials which will consist of tan stucco and a bronze metal roof, with a weathered copper siding.

The site layout will be reconfigured to allow for a larger vehicle queue. The revised drive-through lane will increase the queuing capacity from 5 vehicles to 16 vehicles. The project includes a Transportation Demand Management Plan.

Other changes include revised signage, upgraded landscaping, and new parking lot striping.

A request for an administrative parking relief is also be requested to allow for two modifications: 1) Allow for a decrease in the number required parking spaces from 50 parking spaces to 35 parking spaces, including 15 spaces which are provided via the drive-through queue, and 2) allow for 11 of the required parking spaces to be compact parking spaces. The Project site is located at 2551 North Vineyard Avenue (APN:

132-0-043-215) within the General Commercial Planned Development (C-2-PD) zone district and within the Commercial General land use designation (Attachment A). For purposes of this staff report, the foregoing Project Description shall be referred to as the “**Project**”. Filed by Beverly Metz, of Starbucks, 555 Anton Boulevard, Costa Mesa, CA 92626 (the “**Applicant**”).

Please see the reduced Project plans (Attachment B) for more details.

- 3) Existing & Surrounding Land Uses:** The Project site is currently developed with the existing Wendy’s drive-through restaurant and associated infrastructure improvements. The Project is located in the El Rio West neighborhood. The following table lists and identifies the General Plan Land Use Designations, Zoning Designations, and existing land uses of the Project site and properties immediately adjacent to the site, which are also illustrated in Attachment A:

LOCATION	GENERAL PLAN	ZONING	EXISTING LAND USE
Project Site	Commercial General	General Commercial Planned Development (C-2-PD)	Fast Food Restaurant (Wendys)
North	Residential Low	Single-Family Planned Development (R-1-PD)	Single Family
South	Commercial General	C-2-PD	Shopping Center
East	Commercial General	C-2-PD	Shopping Center
West	Commercial Regional	Specific Plan (RiverPark)	Fast Food Restaurant (McDonalds)
* Zoning consistent with the 2030 General Plan.			

- 4) Background Information:** The existing drive through restaurant and signage were approved in 1980, through a Special Use Permit. Since that time the site has generally remained unchanged, with only minor facade and landscape changes taking place.
- 5) Environmental Determination:** In accordance with Section 15301, Class 1 (Existing Facilities) of the State California Environmental Quality Act (CEQA) Guidelines, projects involving “negligible or no expansion of use beyond that existing at the time of the lead agency’s determination” may be found to be exempt from the requirements of CEQA. The Project involves a request to convert an existing drive-through fast food restaurant to another drive-through coffee shop. The small addition will only increase the building size by 50 square feet or approximately 2 percent, and will be within the existing developed area. Onsite circulation will be improved through the realignment of the drive-through lane and a

Transportation Demand Management Plan will be implemented for the site to prevent vehicles from backing-up into adjacent roadways. As a result, this Project will not result in any significant effects relating to traffic, noise, or air quality. No Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption. Therefore, staff has determined that there is no substantial evidence that the Project will have a significant effect on the environment and recommends that the Planning Commission direct the Planning & Environmental Services manager to file the Notice of Exemption (Attachment C) with the Ventura County Clerk pursuant to Section 15062 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of the project.

6) Project Analysis:

- a) **General Discussion:** As discussed below, the Project has been found to be consistent with both the 2030 General Plan and the Oxnard City Code (OCC).

The Planning Commission is the decision maker for Major Modifications pursuant to OCC §16-561(A). The modified Project is being processed with a Major Modification; therefore, the Planning Commission is the decision maker for the project.

- b) **General Plan Consistency:** The City's 2030 General Plan land use designation for the subject site is Commercial General which allows restaurants (including drive-throughs), retail sales, and other similar uses. The existing drive-through restaurant and the proposed Project will allow for the continuation of these types of uses. As a result, the approval of this project has been determined to be consistent with the 2030 General Plan and the property's land use designation.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed Project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).
- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-1.2	II	In-fill development, priority to mixed use	The Project site is within a developed area of the City and qualifies as infill.
CD 4.2 & CD 9.2	I	Commercial Revitalization and Redevelopment	The development will improve an older development near the 101-Freeway with a renovated commercial building with a drive-through and enhancements to the landscaped parking lot.
CD 9.4	I	View Corridor Preservation	North Vineyard Avenue at this location is a designated scenic corridor which requires a landscaped buffer of at least 30 feet. The existing parking lot is located within this 30-foot area and is considered to be a “legal nonconforming” existing condition. The drive-through queue will be located within this 30-foot paved area, but paved areas will be removed and additional landscaping is proposed to be installed in the 30-foot area bringing the project site more into compliance with this standard.
ER-10.1- & ICS-19.2	I	Promote use of Native and Water Wise Plants and Water Supply Findings for Smaller Projects	The Project incorporates native and water wise plants and is conditioned to comply with City’s Landscape and Water Conservation Standards (Ordinance No. 2822) and applicable water conservation requirements of the State of California.
CD-5.2 SH-6.4	II	Compatible Land Use	The proposed building is consistent with the allowable Commercial General land uses and will be compatible with adjacent uses as designed, and is not anticipated to generate nuisances.
CD-15.6	II	Share of regional taxable sales	The Project will allow for the renovation of an existing building to allow for a new business, which will generate retail tax sales revenue to the City.
CD-14.1 CD-14.2	II	Design review process Development Advisory Committee (DAC) functions	The Development Advisory Committee (DAC) review process led to changes in the Project and/or conditions of approval that meet these Level II policies.
CD-18.1 CD-18.5	II	Attract new businesses Increase the availability of land for new businesses	The Project will allow for the renovation of an existing building to allow for new businesses to open.
All others	III	All policies not listed above	No or Distant Applicability to the Proposed Project.

- c) **Conformance with Zoning Development Standards:** The proposed Project is located in the General Commercial Planned Development (C-2 PD) zoning district. Note that the Project has two front yard setbacks because the parcel is a corner lot. The Project is found consistent with the applicable development standards with the approval of the Major Modification (MJMD), to allow for an administrative parking relief under OCC

16-651(B)(4), “Off-site parking” Decrease in required parking spaces and OCC
 16-651(B)(3), “Compact parking spaces”.

C-2-PD “GENERAL COMMERCIAL PLANNED DEVELOPMENT” ZONE			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Max. building height (16-137 & 16-303)	2 stories at 35 ft. Additional stories may be permitted as part of a SUP.	No Change, less than 35 feet	Yes
Front yard setback (16-139)	10 ft from ultimate property line	No Change, 15.16 ft	Yes
Side yard setback (16-140)	Zero when abuts another C-2 zoned lot.	No Change, 54.875 ft	Yes
Rear yard setback (16-141)	15 feet for buildings over 16 feet in height	No Change, 81.08 ft	Yes
Off-street parking: Required (16-622) Rounding (16-620) Motorcycle (16-624) Bicycle (16-623, 16-637) Loading (16-644) Parking Aisle (16-639, Figure 5) [ADA requirements per State Title 24 Accessibility Code] Administrative Relief From Parking Provisions (16-651)	Fast Food: 1 space per 50 gsf. 2,500 gsf = <u>50 spaces</u> Special design requirements are required if a drive-through facility is proposed. Stacking credit in drive through lane may count toward the required parking at basis of one auto per each 23 lineal feet of striped stacking line. A maximum credit not to exceed 30 percent of total requirement or no more than 20 spaces may be applied for stacking credit, whichever is less.	9 standard spaces + 11 compact spaces + Stacking Credit of 15 Spaces = 35 Max of 15 spaces may be counted toward stacking credit.	Yes, subject to approval of administrative relief from parking.
	Bicycle (Five Spaces) = 5	6 spaces	Yes
	Loading space for Hotels, motels, and restaurants = 1 space, (12 ft x 40 ft). 16-644(B)(1), “Loading zone requirements may be modified by the planning commission... based on the nature of the use... design characteristics of the project.” Aisle Width for 90° parking = 25 ft	No Change. Parking space to be used for loading during off hours.	Yes, subject to Planning Commission approval

Parking space sizes & design: Standard (16-636 & 16-638) Motorcycle (16-638) Loading (16-644)	Full Size: 9 ft W x 19 ft L may overhang 2 ft over landscape if planter min. 5 [16-616(C)] Compact: 8 ft W x 16 ft L; Max 25% of spaces w/admin relief (50 (Required Spaces per OCC) x .25 = 12.5 (maximum number of compact spaces allowed)) Motorcycle: 4 ft W x 7 ft L Loading: 12 ft W x 40 ft L (unless alternative approval).	Standard Parking = 9 ft x 19 ft min 11 Compact Spaces • 10 spaces 8.6 ft W x 19 ft L • 1 space 9 ft W x 18 ft L Motorcycle = 4.5 ft x 7 ft Loading Area - Standard Parking Space (legal nonconforming)	Yes, subject to approval of administrative relief from parking to allow for compact parking.
Drive-Through Facilities (16-647(D))	Stacking for three cars between the order board and the pickup window and stacking for five cars behind the order board. (8 Spaces)	16 Spaces	Yes
Parking Landscaping (16-641): • Along streets/alleys • Along interior PLs (for lots with 20+ spaces) • Parking/vehicle area (16-641) • Landscape fingers (16-641) • Trees (for lots with 20+)	• Min. 10 ft wide landscape strip along city street • Min. 5 ft wide side yard • Landscape island/finger- every 10 spaces with 2 trees, 9 ft W x 20 ft L. • Minimum 5% of area, exclusive of any other required landscaped area abutting a street or alley. • Min. 1 tree for each 40' property line. ft frontage	<u>Existing Development</u> 9' - 7.5" along the streets (legal nonconforming) Additional landscaping proposed along Vineyard Avenue. Yes. 22.8% of the lot. 12 trees provided.	Yes

- d. Site Design, Circulation, and Parking:** The Project parcel, is a corner lot, which is accessed from two existing driveways on RiverPark Boulevard. The proposed project will not alter the overall building location and site circulation. Circulation will still be provided in a "U" shape around the existing building. The driveway closest to the intersection of Vineyard Avenue and Riverpark Boulevard will be a "right turn in only"

entrance, with the second driveway being a “right turn out only” exit. To minimize onsite conflicts the trash enclosure access is being moved from the parking lot to the alley, to allow for pick-up without impeding onsite circulation. Also, a new site wall is proposed along the north property line consistent with Oxnard City Code requirements for a screening wall between commercial zones and the Single Family Residential Zone, where they abut each other.

Due to the operational characteristics of existing Starbucks drive-through coffee shops operating in the City of Oxnard and beyond, City staff was concerned about traffic circulation both onsite and in the public right-of-way given the potential increase in the drive-through demand associated with the proposed Starbucks restaurant and inadequate vehicular queueing based on the existing configuration, which could collectively potentially interfere or block the adjacent street system and the intersection of North Vineyard Avenue/Riverpark Boulevard. As a result, the drive-through lane has been redesigned to run along the perimeter of the site, to allow for a longer queue. The current OCC requires a capacity of 8 spaces, however the current proposal provides for 16 spaces in the drive-through. Through the Development Advisory Committee process, multiple design alternatives were explored in coordination with various City departments, including Planning, Building and Engineering, Traffic, Fire, and Police. The currently proposed design was determined to best balance the onsite needs, while minimizing the potential for off-site impacts. The proposed design allowed for an increase in queueing capacity from 5 spaces to 16 spaces, without impacting onsite circulation. This will allow for emergency responders access at all times, even when the site is at full operation. The longer queue will also minimize the potential for the drive-through demand exceeding its capacity, which would impact the adjacent streets. However, while the 16-vehicle queue is not anticipated to be exceeded, a Draft Traffic Demand Management Plan (Attachment D), has been developed by the applicant team, and reviewed and accepted by City staff, which identifies both existing and future programs that can be implemented to prevent vehicles in the queue from spilling offsite. In addition to the standard operation items, some of the key component include:

1. Visibility and Exterior Camaras to allow for staff to monitor the drive-through lane.
2. Prior to capacity being reached, a Starbucks staff member will be tasked with directing cars to bypass the drive-through lane and either park, or leave the site to return when the adequate capacity has been restored.
3. Clear directional signage.

The existing site has a total of 41 parking spaces with a stacking credit of 5 spaces, for a total of 46 parking spaces. As a result of the improvements to the drive through lane onsite parking has been reduced to 20 spaces with a stacking credit of 15 spaces, for a total of 35.

Table 2: Parking Compliance

DEVELOPMENT	PARKING REQUIREMENT PER OXNARD CITY CODE SECTION 16-622(F)	STACKING REQUIREMENT PER OXNARD CITY CODE SECTION 16-647(D)	PARKING + STACKING PROVIDED	TOTAL PROVIDED
Existing Wendy's	Fast Food: 1 space per 50 gsf. 2450 gsf=49 spaces	8 Spaces	41 parking spaces + 5 stacking spaces	46 spaces
Proposed Starbuck	Fast Food: 1 space per 50 gsf. 2500 gsf=50	8 Spaces	20 parking spaces + 16 stacking spaces	35 spaces (Maximum of 15 spaces can count toward parking requirement)

OCC Section 16-651(B)(4) allows the Planning Commission to grant administrative relief from the parking provisions of the OCC when a requirement is shown to be excessive. Pursuant to the OCC the applicant has provided a parking study prepared by a professional traffic engineer registered by the State, demonstrating that the required parking is excessive and showing the amount of parking that should be required for the proposed use (Attachment E). The study used parking counts from a Starbucks in Costa Mesa, which at the time was one of the company's highest grossing stores in Southern California, and thus represents the worst case scenario. Based on the assessment, *“parking demand is typically 20 vehicles or less throughout the day, which can be readily accommodated by the proposed parking supply at the Project. During unusual peak times when more than 20 vehicles may wish to park at the Project Site, it is expected that this additional demand will be absorbed by the substantial capacity provided by the proposed enhanced drive-through lane (i.e., incoming motorists will choose to utilize the drive-through instead of walk-in service).”*

Additionally, given the close proximity of two alternative Starbucks locations, both of which are located within approximately 0.5 miles of the proposed site, it is anticipated that demand will be distributed minimizing the peak demand at any individual location. A Transportation Demand Management Plan has been prepared and conditions of approval have also been incorporated to address parking issues, in the unlikely event that they may arise after the revised site configuration is constructed.

Lastly, the project is requesting to be allowed to provide 11 of the provided parking spaces as compact parking spaces. While standard size spaces are required to be 9 ft

(width) x19 ft (length), compact parking spaces are required to have minimum dimensions of 8 ft (width) x16 ft (length). Ten of the proposed spaces are compact due to the width of the space being 5-inches short of the standard requirement of 9 ft in width. The 11th compact space is compact due to the length of the spaces being approximately 1-foot short of the standard requirement of 19 ft long. Given that the spaces are only marginally short of the standard space requirements, they will still be able to safely accommodate most vehicles in the same manner as a standard space.

The City's Traffic Engineer finds that the proposed project, as conditioned, and in the context of the documentation provided and reviewed demonstrate that there is sufficient vehicle queue and parking capacity. Therefore administrative relief from this provision is included within the MJMD application.

- e) **Building Design:** The proposed changes include a small 50 square-foot addition to allow for the relocation of the drive-through pick-up window. The resulting building will be 2,500 square feet. The proposed restaurant building features a facade with contemporary stucco with new colors and materials which will consist of tan stucco and a bronze metal roof, with a weathered copper siding.
- f) **Landscaping:** The Project will result in an overall increase in onsite landscaping, with the landscaping increasing from 22.8 percent of the site to 26.4 percent. The majority of the new landscaping will be installed along North Vineyard Avenue, a designated scenic corridor which requires a landscaped buffer of at least 30 feet. The existing parking lot is located within this 30-foot area and is considered to be a "legal nonconforming" existing condition. The drive-through queue will be located within this 30-foot paved area, but paved areas will be removed and additional landscaping is proposed to be installed on both linear sides of the drive-through queue within the 30-foot area. This new landscaping will bring the project site more into compliance with the General Plan's 30-foot wide landscape buffer standard. The revised site landscaping will provide parkways and landscape areas throughout the parking lot that will feature low water use, native and regionally adapted plants including grasses, succulents, and trees. Additionally, 8 trees will be added throughout the property, which will assist in meeting the requirement of 1 tree for every 40 feet of property line.
- g) **Signage:** As part of the original Special Use Permit (U-916) a sign program was approved to allow for the existing signage on site. The applicant is proposing to revise the onsite site signage. Per the OCC Section 16-608, the total aggregate sign area of advertising signs cannot exceed two square feet for each lineal foot of building on the principal street or one square foot of sign area for each lineal foot of lot frontage on the principal street, whichever is larger. Using North Vineyard Avenue, the maximum sign area for the site would be 175 square feet. The aggregate sign area includes all wall signs, both sides of the freestanding sign, and ground signs, which per the provided sign program total approximately 166 square feet, which is in compliance with the OCC

(Attachment F).

Drive-through signage is considered separate from the advertising signage, and are part of the overall project approval, subject to review by the Planning Commission. The proposed menu board signage is provided in Attachment F. Given the potential increase in drive-through usage and the relocation of the menu board, a noise level analysis was provided for the proposed menu board equipment. Based on the study provided and the distance from the adjacent residential uses of approximately 50 feet, the proposed noise levels would not exceed the maximum allowable exterior noise levels for residential (50 dBA) or commercial (60 dBA) areas, pursuant to OCC Section 7-185 (Exterior Sound Standards).

- 7) **Development Advisory Committee:** The Project was reviewed by the Development Advisory Committee (DAC) on March 3, 2021 and May 26, 2021. Conditions of approval from DAC are included in the attached Resolution.
- 8) **Community Workshop and Public Input:** The Project site is located within the El Rio West Neighborhood. On July 19th, 2021, the Project was presented to the public during the City's Community Workshop meeting. Notices were mailed out to property owners of the El Rio, El Rio West, and RiverPark neighborhoods. Approximately 3,200 meeting notices were mailed by the applicant, and the Project site was posted with Project details and Community Workshop information. During the meeting one comment was received by a member of the public regarding the Project. Prior to the meeting three comments were received in response to the Community Workshop notices. The primary concerns expressed were related to traffic and circulation. As discussed above, through the DAC process and subsequent reviews, City staff from Planning, Building and Engineering, Traffic, Fire and Police have reviewed both the site design and Traffic Demand Management Plan to ensure the project will not impede traffic on the adjacent streets. Also, as conditioned if it is determined the Traffic Demand Management Plan is not functioning as needed the City shall have the ability to re-evaluate and amend the plan as needed.

Consistent with public noticing requirements, the Planning Commission hearing was advertised in the newspaper, with an on-site posting, and by mail to property owners within 300 feet of the subject property. To date, Staff has not received any concerns or public comments regarding the proposed Project.

- 9) **Appeal Procedure:** In accordance with Section 16-545 of the City Code, the Planning Commission's action on PZ 21-550-01 (MJMD) may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period. If an appeal is not filed within 18 working days of the Planning Commission's decision, the decision of the Planning Commission shall be considered final.

Attachments:

- A. Maps (Vicinity, General Plan, Zoning, Aerial)
- B. Reduced Project Plans
- C. Notice of Exemption
- D. Transportation Demand Management Plan
- E. Parking Assessment
- F. Reduced Sign Plans
- G. Draft Planning Commission Resolution Approving Planning and Zoning Permit Nos. 21-550-01 (Major Modification to U-916) , subject to certain findings and conditions.
- H. Staff Presentation

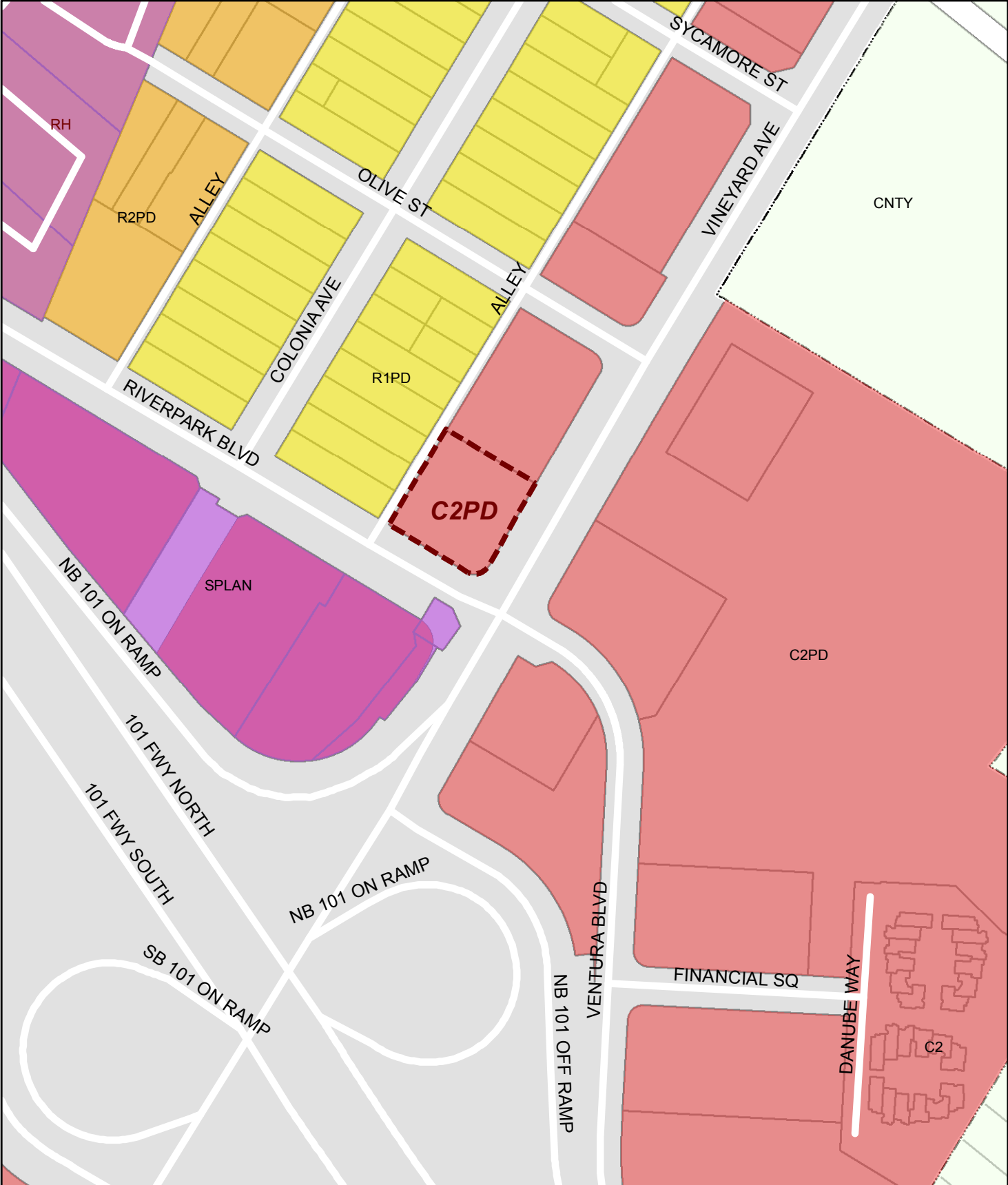
ATTACHMENT

A

MAPS

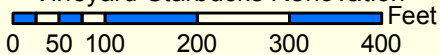
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Zoning/Specific Plan Map



Oxnard Planning
June 15, 2021

PZ 21-550-01
Location: 2551 N Vineyard Ave
APN:1320043215
Vineyard Starbucks Renovation

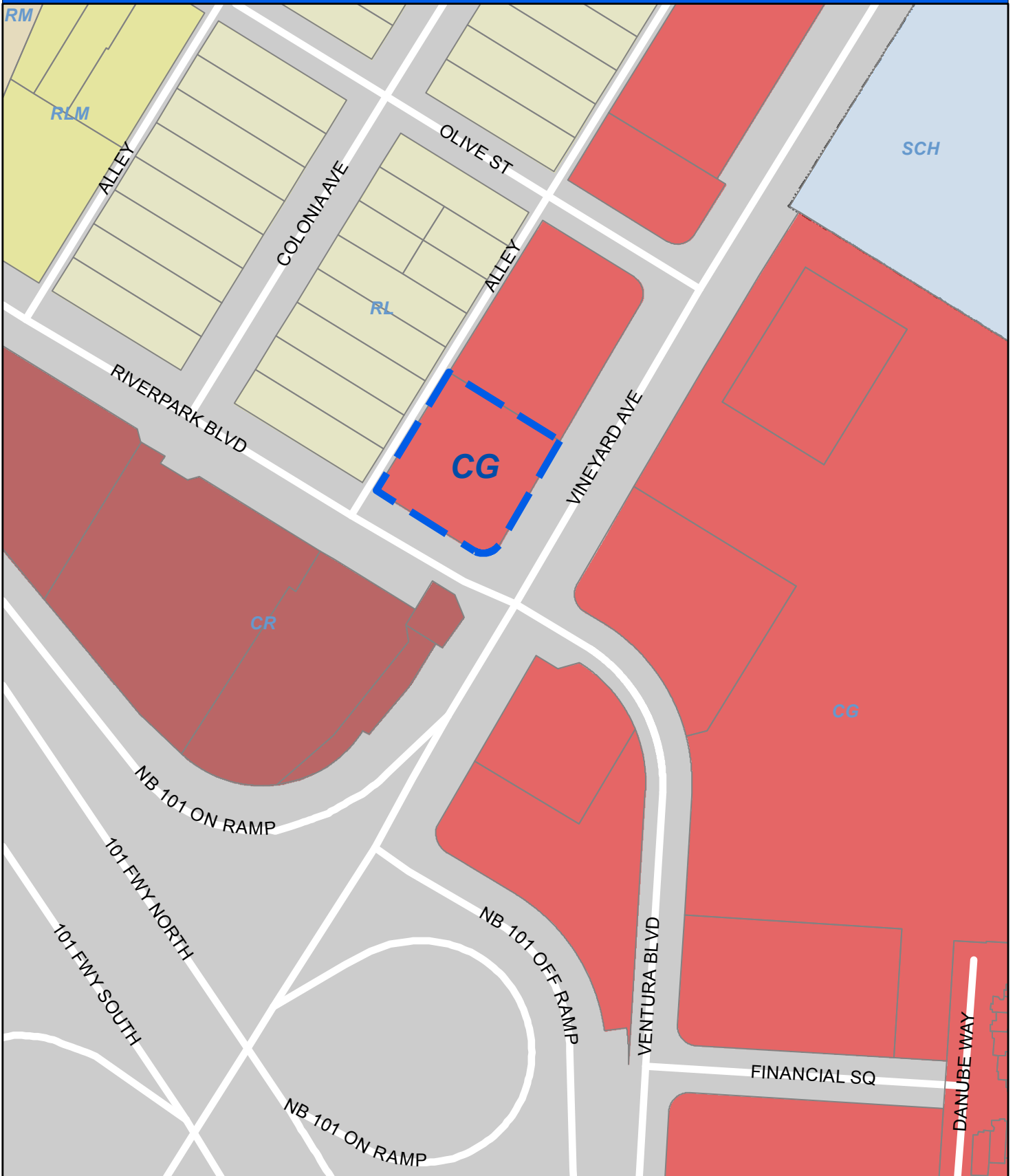


Zoning/Specific Plan Map



1:2,500

2030 General Plan Land Use Map



Oxnard Planning
June 15, 2021

PZ 21-550-01
Location: 2551 N Vineyard Ave
APN:1320043215
Vineyard Starbucks Renovation

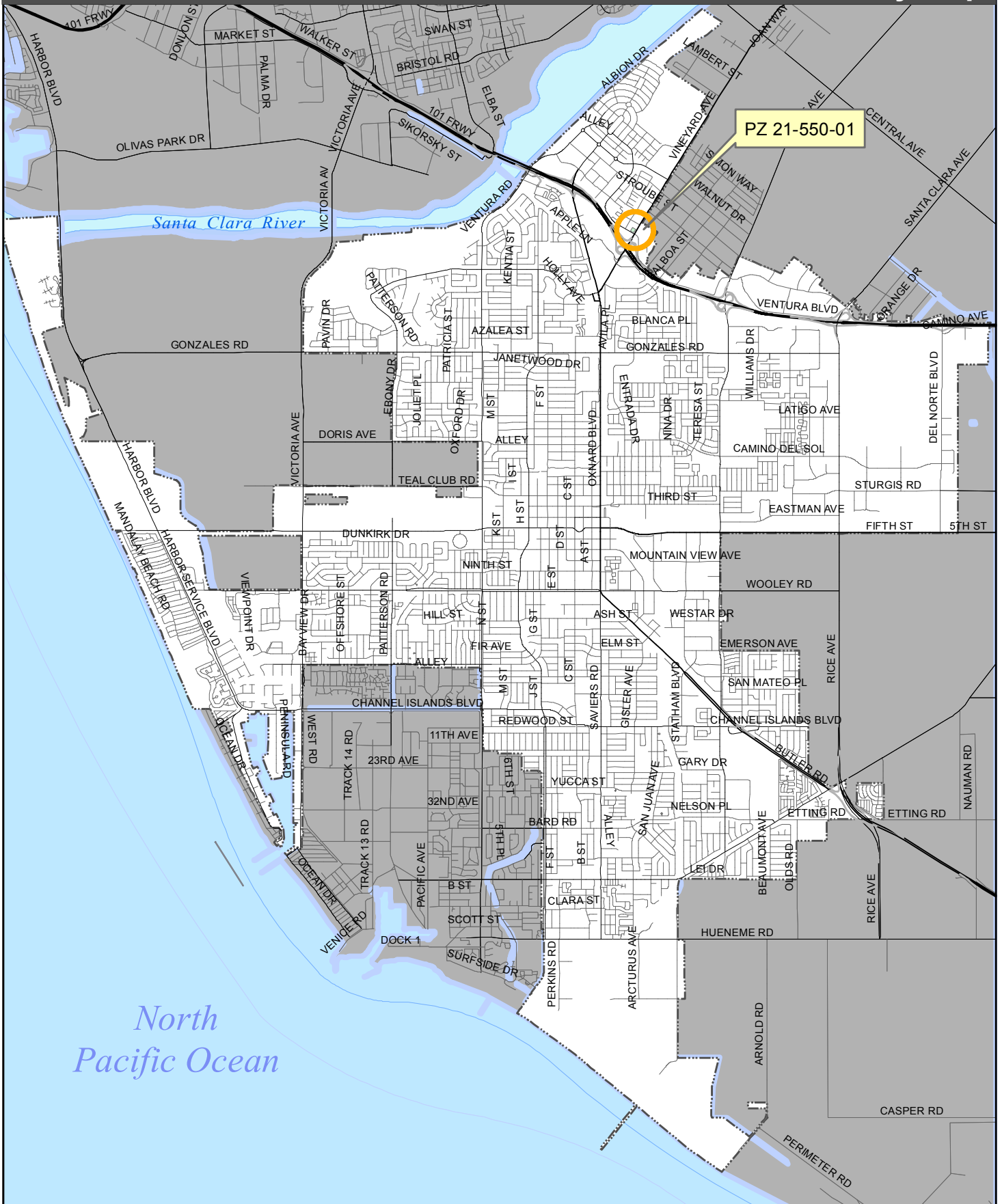
0 50 100 200 Feet

2030 General Plan Land Use Map



1:2,000

Vicinity Map





ATTACHMENT B

REDUCED PROJECT PLANS



INDEX

• DRAWING PACKAGE

- EXISTING SITE PLAN
- PROPOSED SITE PLAN
- PROPOSED DIMENSION PLAN
- PROPOSED FLOOR PLAN
- PROPOSED ELEVATIONS
- SITE PHOTOS
- PROPOSED PHOTOMETRIC PLAN
- PROPOSED LANDSCAPE PLAN
- PROPOSED PYLON SIGNAGE
- PROPOSED SIGNAGE & BIKE RACK DETAIL
- TRASH ENCLOSURE & CMU WALL DETAIL
- PROPOSED MATERIAL & ARTWORKS

• SUPPLEMENTARY DOCUMENT

- RESPONSE LETTER
- TRANSPORTATION DEMAND MANAGEMENT PLAN
- SIGNAGE PACKAGE
- LIGHTING SPECIFICATION
- CIVIL PLANS
- LETTER OF DRAINAGE ASSESSMENT

DATE: 07/01/21
MCG JOB #: 20006.30

DATE:	REVISIONS

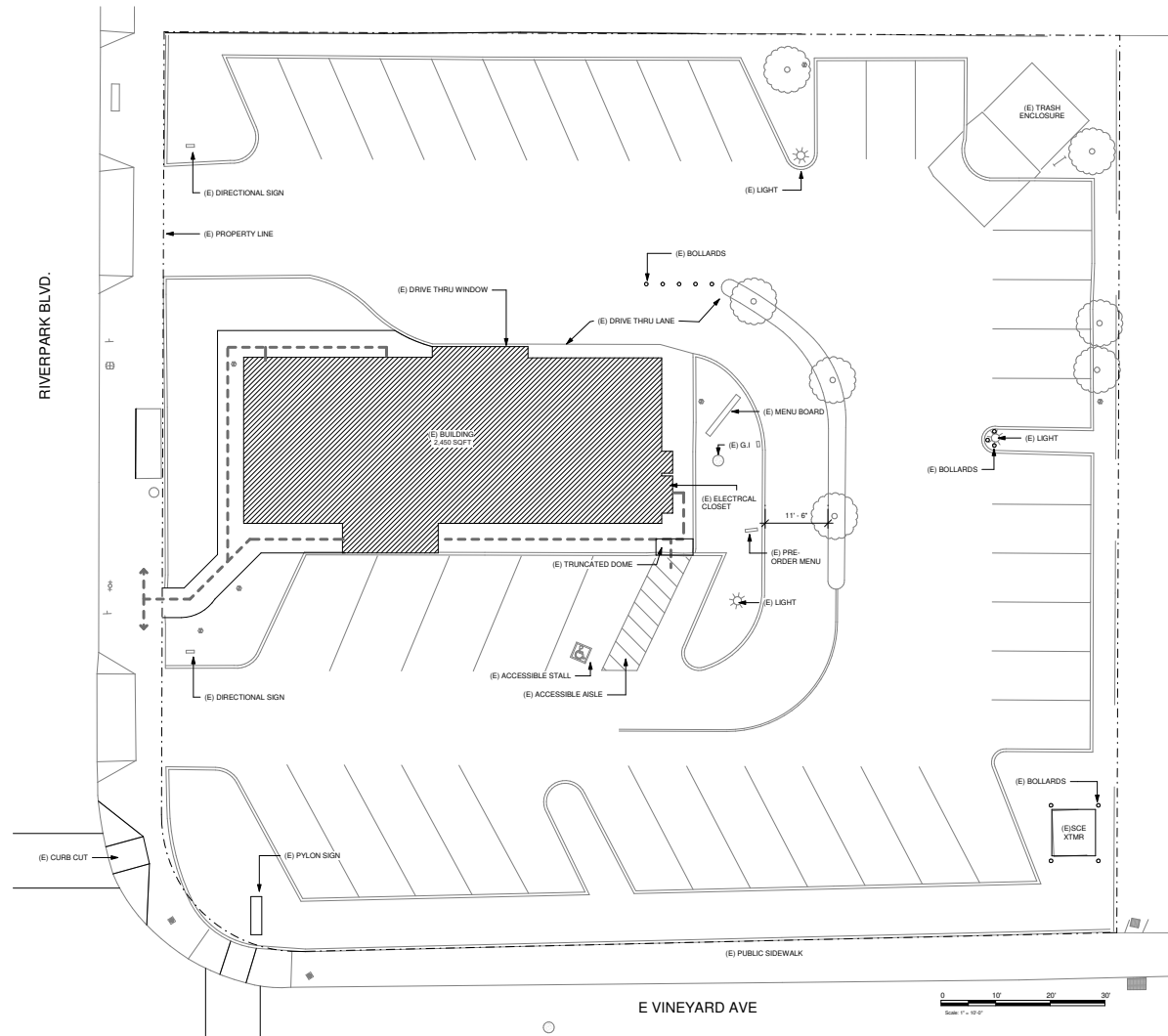
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NOTE: This information is conceptual in nature and is subject to
adjustments pending further verification along with Client, Tenant, and
Governing Agency approvals. No warranties or guarantees of any kind
are given or implied by the Architect.

FACADE REMODEL

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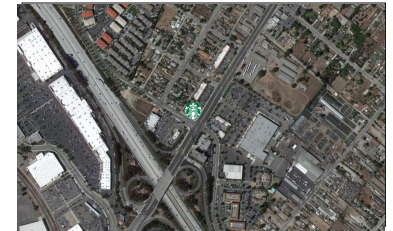


EXISTING SITE PLAN

FACADE REMODEL

2551 E. VINEYARD AVE.
OXNARD, CA 93036

VICINITY MAP



PROJECT SUMMARY

PROJECT ADDRESS: 2551 E. VINEYARD AVE.
OXNARD, CA 93036
APN: 132-0-043-214

SCOPE OF WORK

REPURPOSE AN EXISTING RESTAURANT BUILDING WITH DRIVE-THRU FOR A NEW TENANT. EXTERIOR MODIFICATIONS ARE DRIVE-THRU BUMP OUT AND WINDOW ADDITION (40 SQFT REMOVED/ 60 SQFT ADDED) AND PAINT/FINISHES FOR REBRANDING. SITE MODIFICATIONS INCLUDE ADDITIONAL ACCESSIBLE PARKING STALL AND NEW CURB AT THE DT LANE. THERE IS NO CHANGE IN USE.

SITE SUMMARY

EXISTING BUILDING SQFT: 2,450 SQFT
LOT SIZE: +/-0.66 ACRES

REQUIRED PARKING

EXISTING ZONE: C2PD
PARKING REQUIRED (1 PER 50 SQFT): 49 SPACES

EXISTING PARKING

EXISTING PARKING SPACES: 42 SPACES
DRIVE-THRU STACKING CREDIT (1 PER 23 LNFT): 105 LNFT / 23 = 5
TOTAL: 47

BUILDING INFORMATION

	EXISTING	PROPOSED
LOT SIZE	+/-0.66 ACRES(+/-28,750 SQFT)	
BUILDING	2,450 SQFT (8.5%)	2,500 SQFT (8.7%)
PAVING	19,755.4 SQFT (68.7%)	18,669 SQFT (64.9%)
LANDSCAPE	6,553.6 SQFT (22.8%)	7,581 SQFT (26.4%)
BUILDING HEIGHT	21FT	
PARKING	47	35
-	DEMO 40 SQFT	ADDITION 90 SQFT

DATE: 07/01/21
MCG JOB #: 20006.30

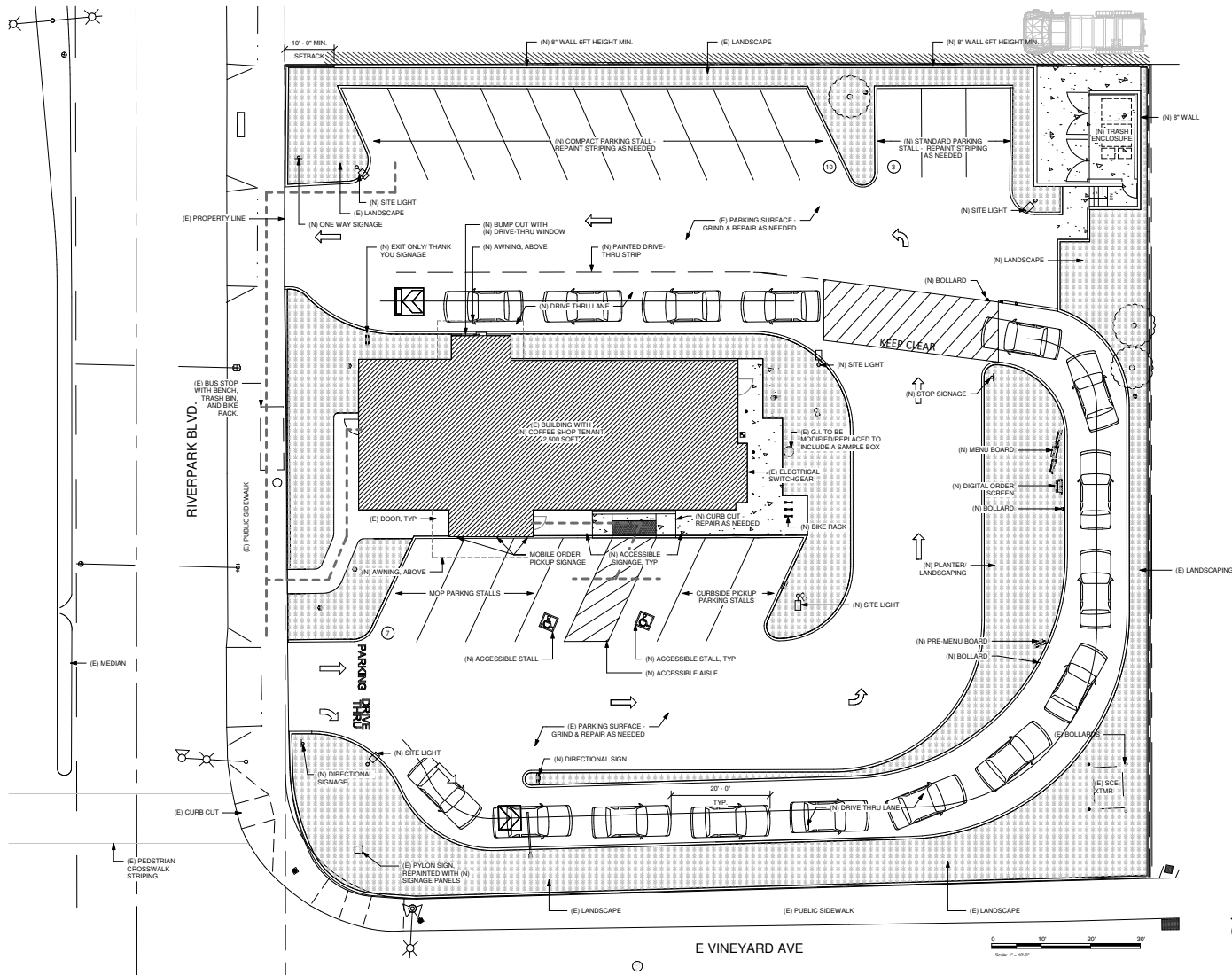
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SITE SUMMARY

PROPOSED BUILDING SQFT:	2,500 SQFT
GROSS LAND:	+/-0.66 ACRES
	+/-28,750 SQFT

LAND COVERAGE:

BUILDING:	8.7%(2,500 SQFT)
PAVING:	65.5%(18,832 SQFT)
LANDSCAPE:	25.8%(7,418 SQFT)

REQUIRED PARKING

EXISTING ZONE: C2PD	
PARKING REQUIRED (1 PER 50 SQFT):	49 SPACES

EXISTING PARKING

EXISTING PARKING SPACES:	42 SPACES
DRIVE-THRU STACKING CREDIT (1 PER 23 LNFT):	105 LNFT / 23 = 5
TOTAL:	47

PROPOSED PARKING

PROPOSED PARKING SPACES:	20 SPACES
DRIVE-THRU STACKING CREDIT (1 PER 23 LNFT):	345 LNFT / 23 = 15
TOTAL:	35

PROPOSED BIKE RACK:	6 SPACES
---------------------	----------

BUILDING INFORMATION

	EXISTING	PROPOSED
LOT SIZE	+/-0.66 ACRES(+/-28,750 SQFT)	
BUILDING	2,450 SQFT (8.5%)	2,500 SQFT (8.7%)
PAVING	19,755.4 SQFT (68.7%)	18,869 SQFT (64.9%)
LANDSCAPE	6,553.6 SQFT (22.8%)	7,581 SQFT (26.4%)
BUILDING HEIGHT	21FT	
PARKING	47	35
	DEMO 40 SQFT	ADDITION 90 SQFT



NOTE: THE DELIVERY TIME IS 4AM AND THE LOADING VEHICLE WILL USE ONE STANDARD PARKING SPACE.

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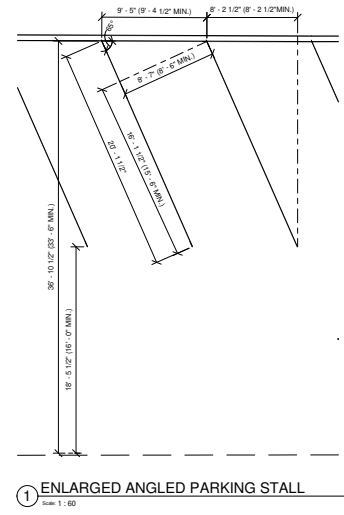
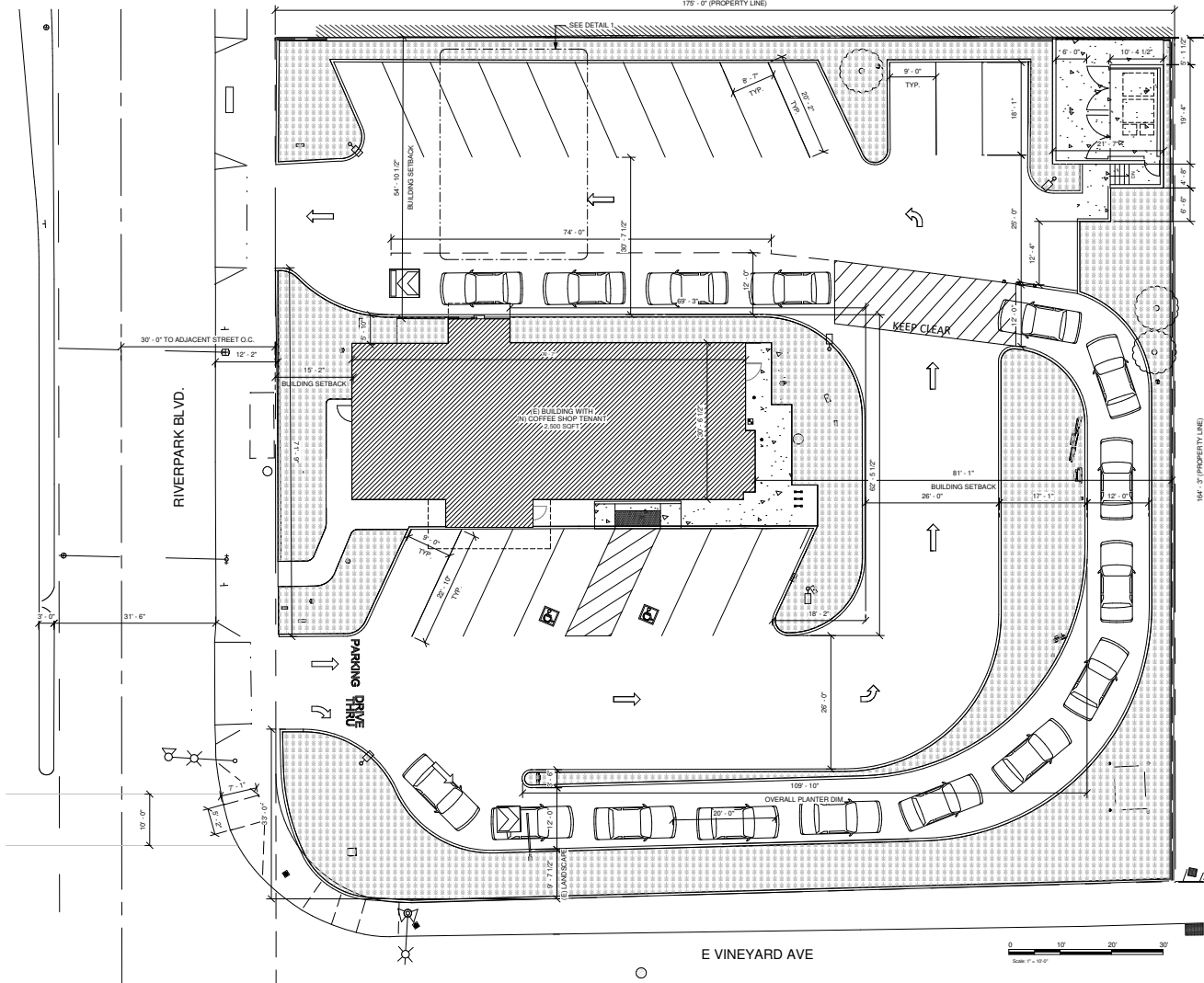
PROPOSED SITE PLAN

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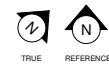
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PROPOSED DIMENSION PLAN

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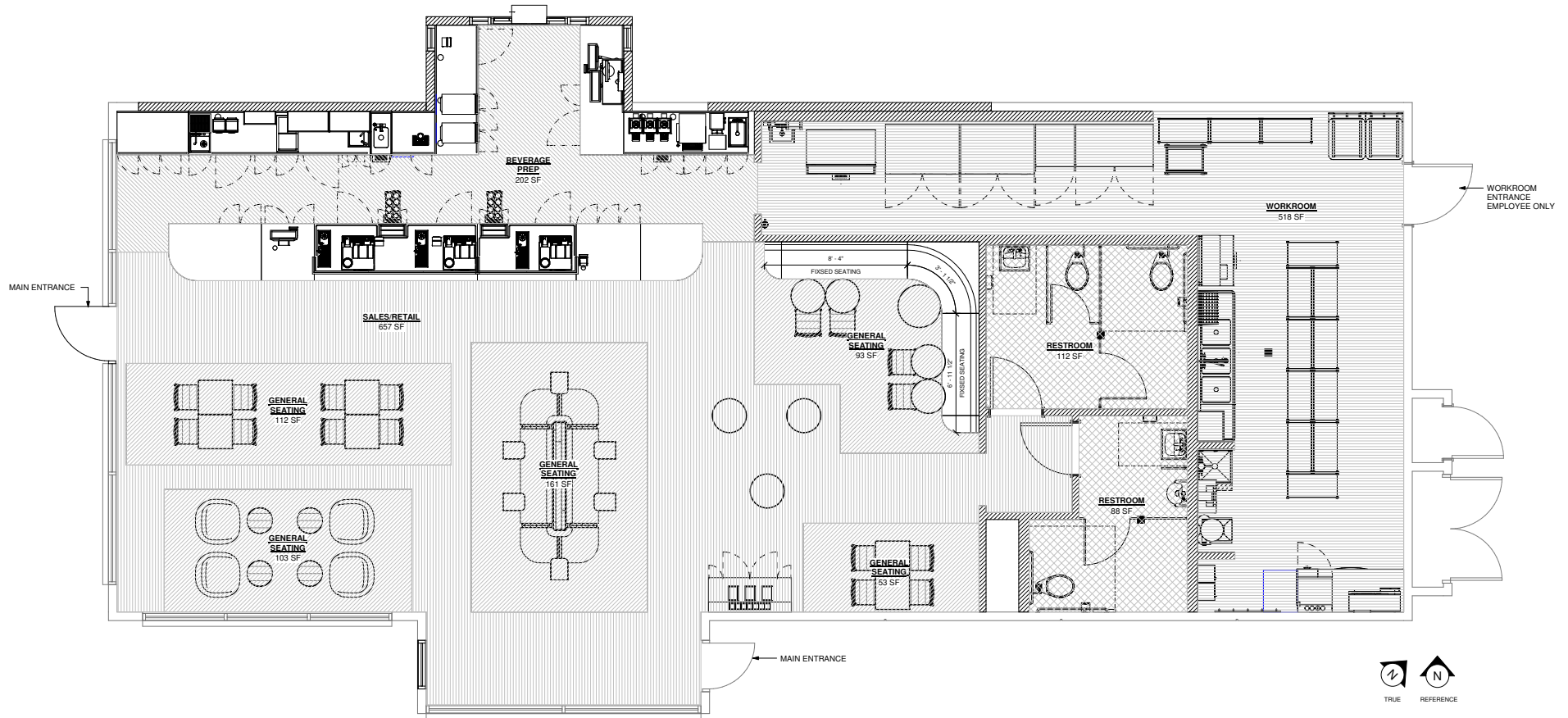


ROOM SCHEDULE

NAME	AREA
BEVERAGE PREP	202 SF
GENERAL SEATING	522 SF
RESTROOM	199 SF
SALES/RETAIL	657 SF
WORKROOM	518 SF
GRAND TOTAL	2098 SF

LEGEND

	BEVERAGE PREP
	GENERAL SEATING
	SALES/RETAIL
	WORKROOM
	RESTROOM
	FIXED SEATING



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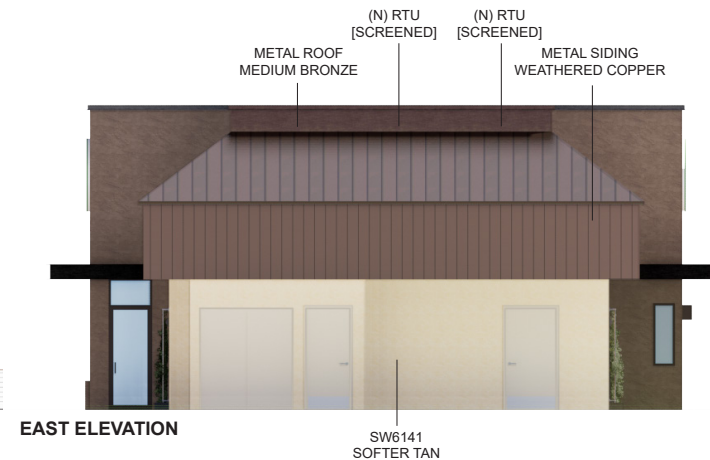
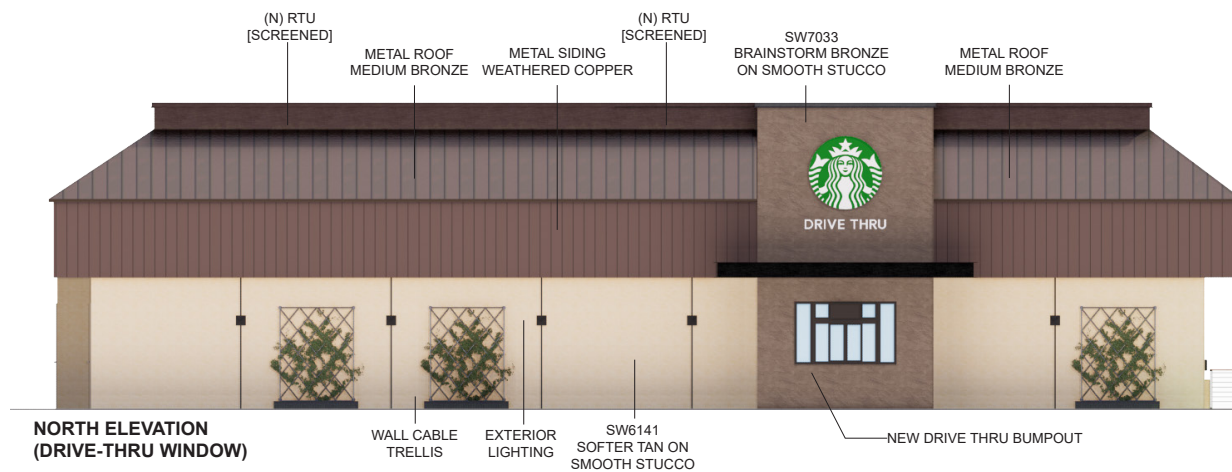
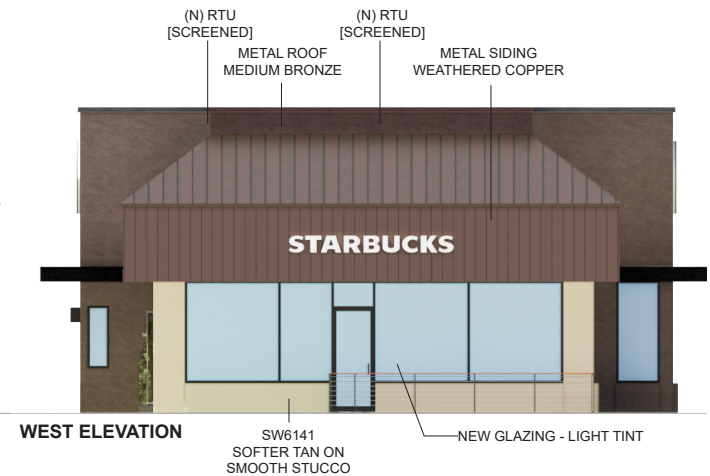
PROPOSED FLOOR PLAN

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PROPOSED ELEVATIONS

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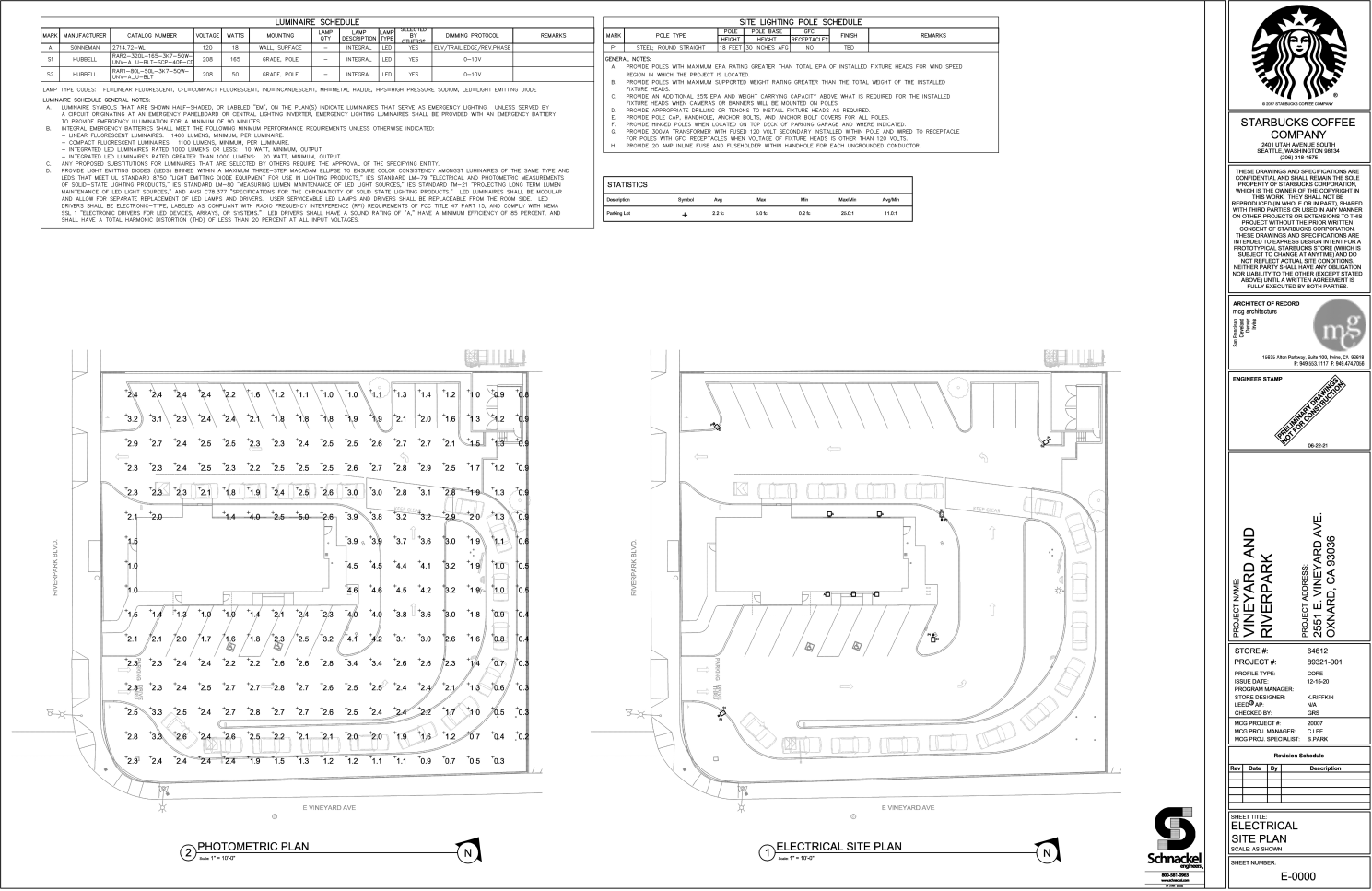
SITE PHOTOS

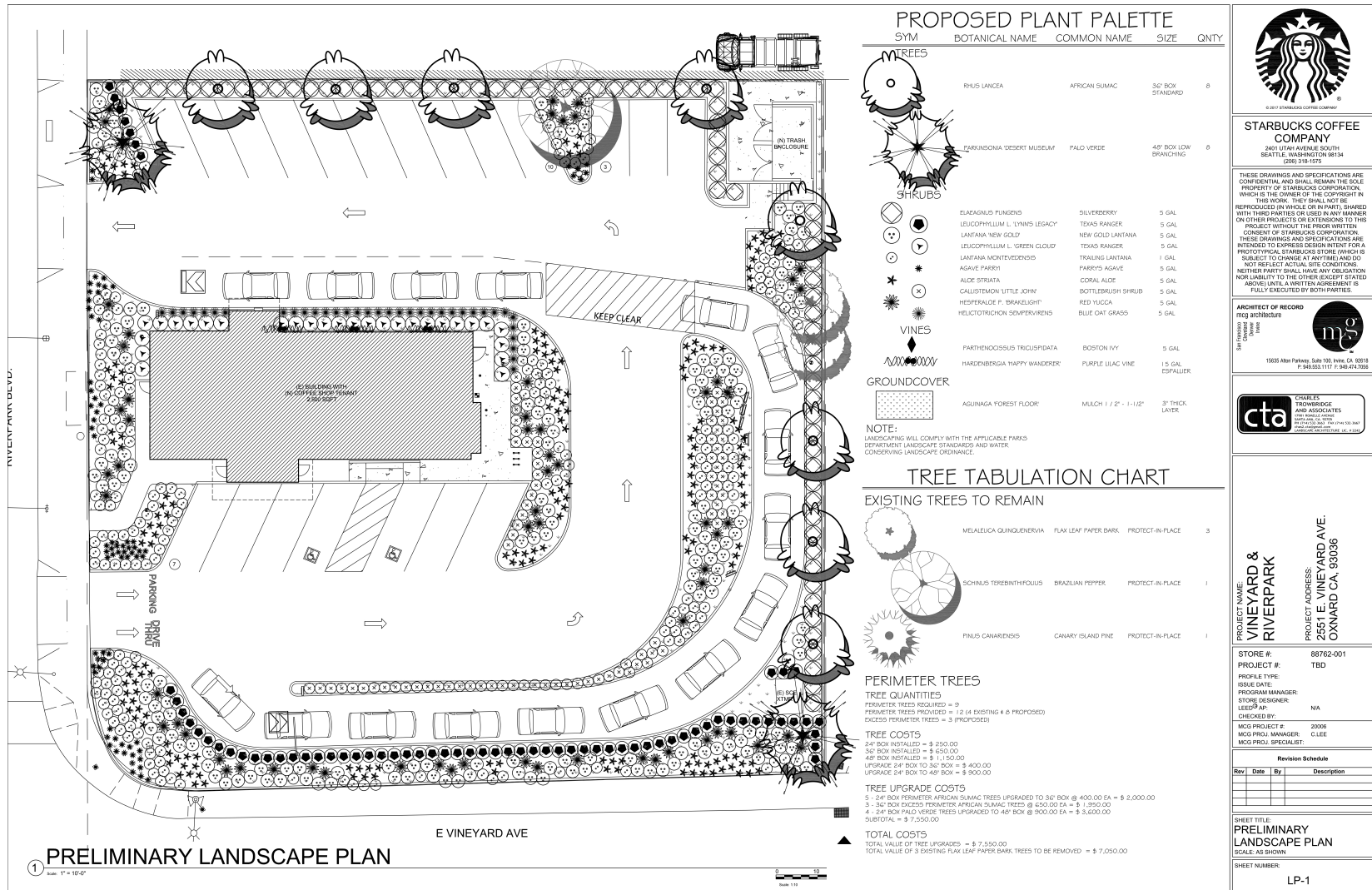
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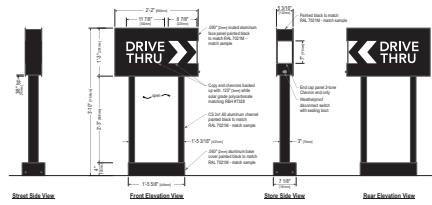
PROPOSED LANDSCAPE PLAN

FACADE REMODEL

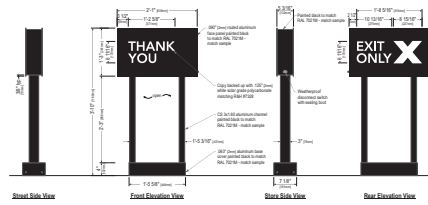
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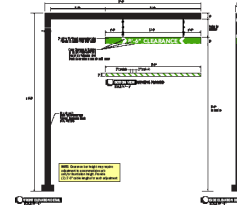




DIRECTIONAL SIGNAGE



EXIT ONLY/THANK YOU SIGNAGE



CLEARANCE BAR



Product Specifications

LENGTH INCHES	14-1/2
HEIGHT INCHES	34
COLOR FINISH	Black
ASSEMBLY	Unassembled
BRAND	Global Industrial
CONSTRUCTION	12-Gauge Steel
MOUNT TYPE	Flange for Existing Cement
TUBE DIAMETER INCHES	1-5/8
TYPE	U-Bike Rack
WEIGHT LBS	12.2



PRE-MENU BOARD



DIGITAL ORDER SCREEN



5-PANEL MENU BOARD



MOBILE ORDER PICKUP SIGNAGE



ACCESSIBLE SIGNAGE



STOP SIGNAGE



ENTRANCE SIGNAGE



BIKE RACK DETAIL



Accepts Up to 2 Bikes Alone or Can Be Used Side-by-Side to Store Multiple Bikes

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PROPOSED SIGNAGE & BIKE RACK DETAIL

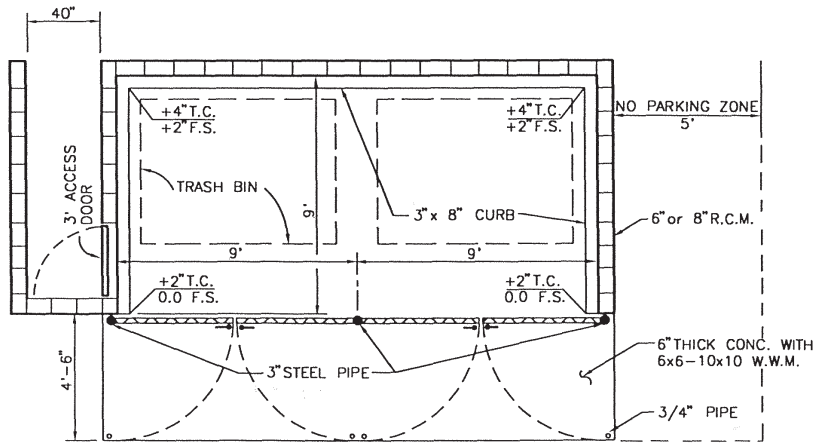
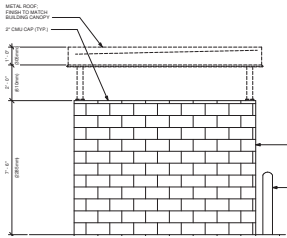
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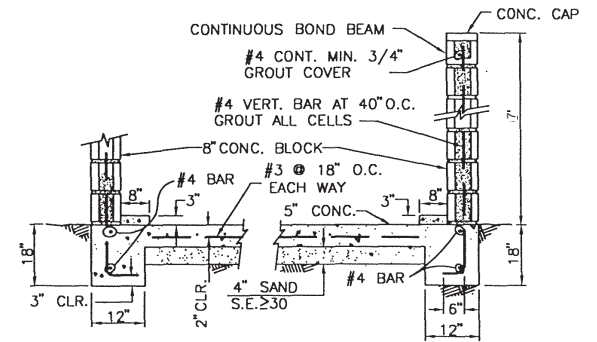


ROOF: A SOLID ROOF WITH 8 FEET OF CLEARANCE IS REQUIRED ON ALL TRASH ENCLOSURES.



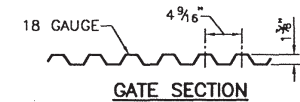
PLAN VIEW

10'-4" X 19'-4" TRASH ENCLOSURE WILL BE PROVIDED TO ACCOMMODATE DOUBLE 4 YARD DUMPSTERS AND DOUBLE 64 GALLON TOTES.

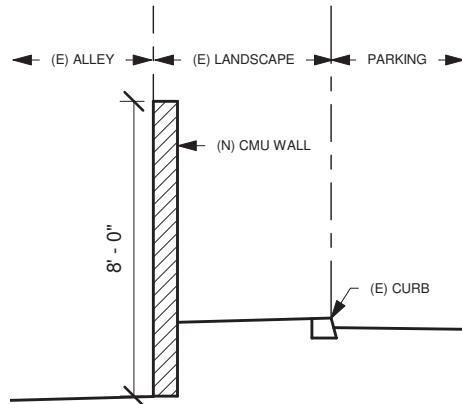


FOOTING SECTION

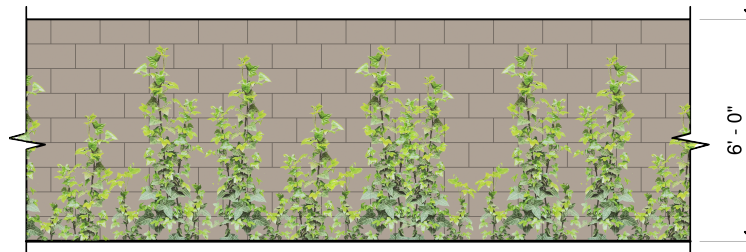
ALTERNATE FOOTING



GATE SECTION



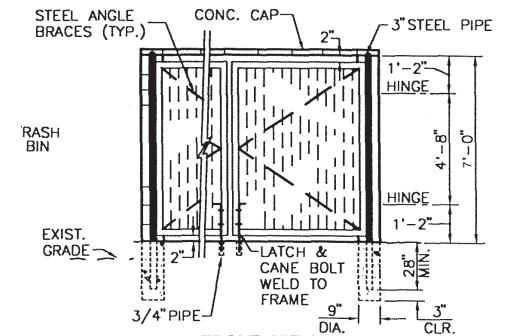
CMU WALL SECTION



CMU WALL ELEVATION

SMOOTH CONCRETE BLOCK PAINTED SW7031 MEGA CREIGE
BOSTON IVY

PLEASE SEE CIVIL DRAWING FOR MORE INFORMATION.



FRONT VIEW

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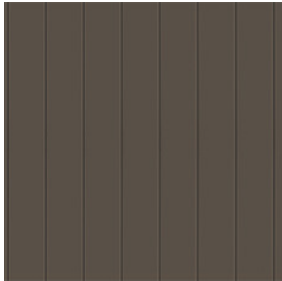
TRASH ENCLOSURE & CMU WALL DETAIL

FACADE REMODEL

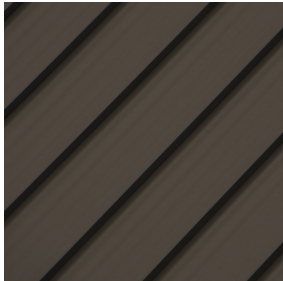
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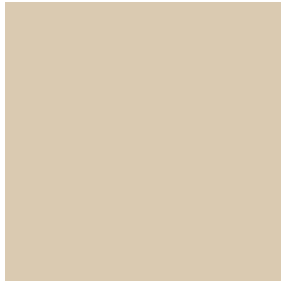




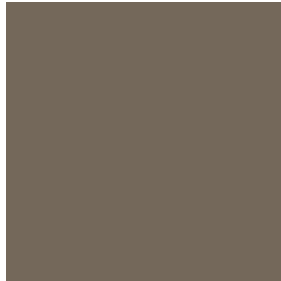
METAL SIDING
WEATHERED COPPER



STANDING SEAM ROOF
MEDIUM BRONZE



SW6141 SOFTER TAN



SW7033 BRAINSTORM
BRONZE



SMOOTH STUCCO TO BE
PAINTED



WALL CABLE TRELLIS WITH
PLANT BASE

FACADE REMODEL

PROPOSED MATERIAL

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ATTACHMENT D

TRANSPORTATION DEMAND MANAGEMENT PLAN

Transportation Demand Management Plan

Prepared for: The City of Oxnard

Prepared by: MCG Architecture

Revised: June 21, 2021

Per the U.S. Department of Transportation, transportation demand management (TDM), or simply demand management, is defined a set of strategies aimed at maximizing traveler choices. The following are several performance-based approaches that Starbucks employs nationwide to provide customers with the maximum number of choices to make purchases from a store, while mitigating the impacts to regular traffic flow.

1. Intentional Site Selection

- a. Careful consideration is given to each site to ensure customers will have many convenient options for transportation. This particular site is directly adjacent to a bus stop, providing a ride share option. It is also within walking distance of both single and multi-family developments as well as the Martinez & Vineyard Shopping Centers.
- b. These items are indicated on the Site Plan attached by numbers ①.

2. Effective Site Planning & Data-Driven Menu Board Placement

- a. For this project, Starbucks engaged with MCG Architecture for over a year to determine the most efficient site plan design given the constraints of this existing site. Countless iterations focused balancing parking requirements with drive-thru stacking length. Particular attention was given to traffic flow and safety.
- b. Through its many drive-thru locations already in operation, Starbucks has gathered extensive data on the most efficient placement of the menu board so that the flow of customers is steady. After customers place their order, they proceed to the pick-up window where their drink is simultaneously ready. Every effort is made to reduce waiting time at any given point.

3. “Mobile Order & Pay” or MOP

- a. Starbucks launched “Mobile Order & Pay” in 2015, combining the company’s existing payment system with new online ordering features that let you order ahead for pickup at stores. According to an earnings document published on Oct. 1, 2020, almost a quarter of all transactions (24%) at Starbucks stores in the US are mobile orders through the company’s app.^{1,2}
- b. How it works: Customers place their orders (including payment) ahead of time using the Starbucks Mobile App. When the customer arrives at the store, they will find their order is ready for them to pick up on the counter.
- c. The MOP program relieves orders placed in the drive-thru lane and customers are in and out of parking stalls within a few minutes at most.
- d. Designated parking stalls for this program are indicated on the Site Plan attached by number ②.

4. Curbside Pick-up

- a. Starbucks' customers have evolved an increased desire for flexibility and convenience. In response, Starbucks added Curbside Pick-up options to many locations to further increase the efficiency of the "Mobile Order & Pay" program by bringing offerings out to the car rather than requiring the customer to enter the store.
- b. How it works: Customers place their orders (including payment) ahead of time using the Starbucks Mobile App. When a customer arrives at the store, they are able to check in using the same app and note which spot they are parked in. Starbucks Partners are alerted to the customer's arrival and bring the order directly out to the car.
- c. The Curbside Pick-up program relieves orders placed in the drive-thru lane and customers are in and out of parking stalls within a few minutes at most.
- d. Designated parking stalls for this program are indicated on the Site Plan attached by number ③.

5. Delivery in partnership with UberEats

- a. With customers shifting preferences towards delivery rather than dining-in, Starbucks has partnered with UberEats to introduce a new choice for customer convenience.
- b. How it works: Customers place their orders through the UberEats app. Orders are prepared similar to the "Mobile Order & Pay" and Curbside Pick-up programs. A delivery driver, designated by UberEats, picks up the order(s) and delivers it/them to the customer.
- c. The Delivery program relieves orders placed in the drive-thru lane and the parking lot. It is possible for multiple orders to be picked up at once. Delivery drivers are in and out of parking stalls within a few minutes at most.
- d. There are no specific designated parking stalls for this program, however, delivery drivers are eligible to use the "Mobile Order & Pay" designated stalls, indicated on the Site Plan attached by number ②.

6. Flexible or Hand-Held Order Point(s)

- a. A new program, which is currently being developed and tested at select locations, allows for orders and payment to be taken ahead of the fixed Order Point. The feedback from this pilot program will aid the company in determining its effectiveness and most impactful times for deployment.
- b. How it works: The Handheld Order Point will be used to take orders earlier, allowing labels to be printed earlier and potentially providing more time to prepare orders, when necessary as determined by the store's operators.
- c. Starbucks is currently assessing stores that are good candidates for this trial program.
- d. The potential location of this kiosk is indicated on the attached Site Plan by number ④.

¹Starbucks Mobile Order & Pay Now Available to Customers Nationwide' 2015, Stories.Starbucks.com, 22 September 2015, Accessed 22 April 2021 <<https://stories.starbucks.com/stories/2015/starbucks-mobile-order-pay-now-available-to-customers-nationwide/>>

²Campbell, Ian 2020 'Starbucks says nearly a quarter of all US retail orders are placed from a phone', The Verge, 30 October 2020, Accessed 21 April 2021 <https://www.theverge.com/2020/10/30/21540908/starbucks-app-q4-earnings-mobile-payments>

Site Specific Performance-Based Measures & Mitigation

A. Visibility & Exterior Cameras

- a. The Site Plan for Starbucks at Vineyard & Riverpark is designed with a direct line-of-sight from the Starbucks partner at the point of sale to the 15th & 16th cars in the drive-thru lane. This will allow the partner to observe and monitor the traffic flow throughout the day. See Site Plan number ⑤.
- b. At least one (1) exterior camera will be mounted to face the drive-thru lane. This will also allow partners in the Back of House and the Store Manager to observe the flow as a second set of eyes. See Site Plan number ⑥.

B. Signage & Directional Markings

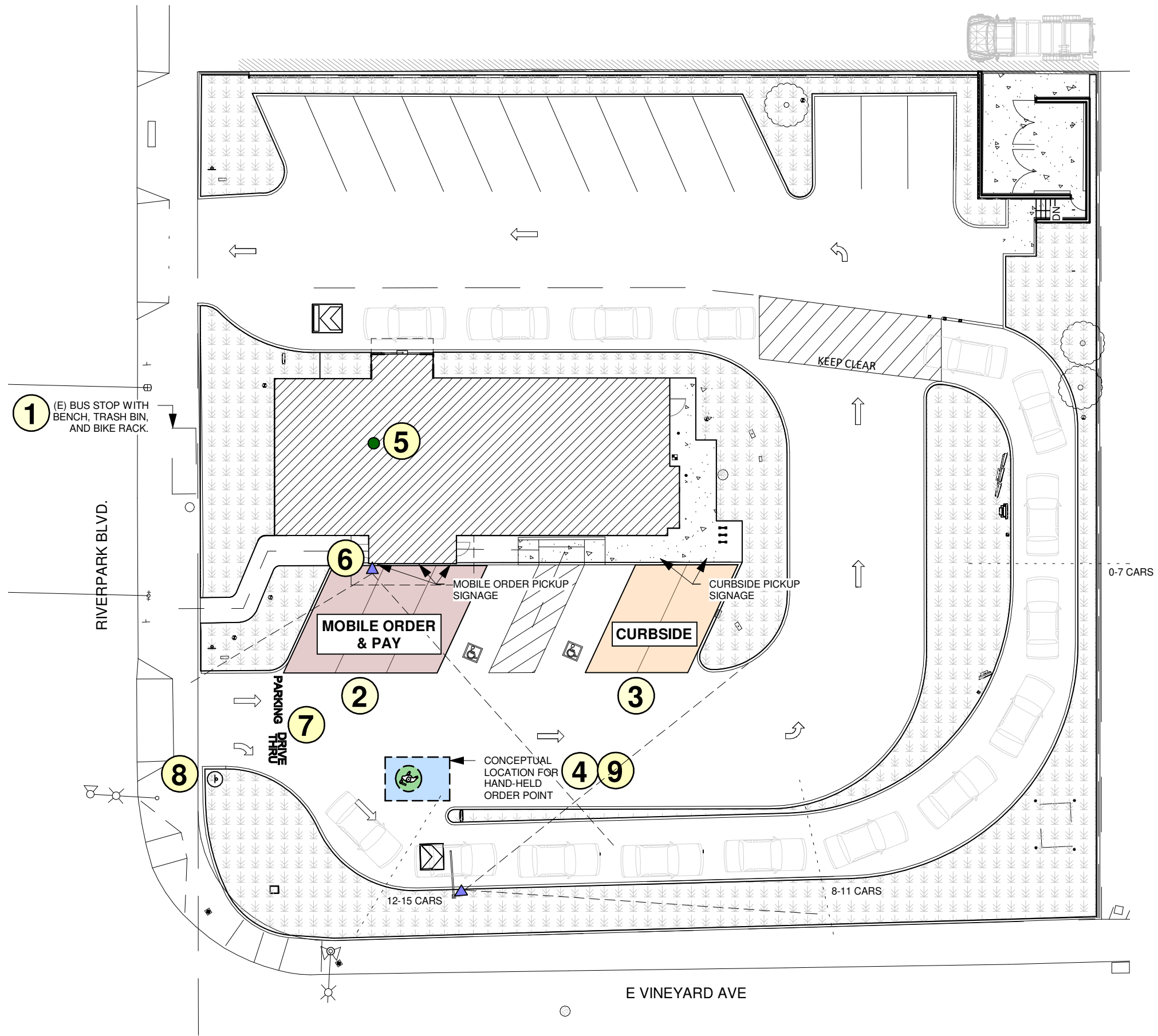
- a. Directional arrows shall be placed on the pavement at the entry drive aisle to clearly define thru-traffic from drive-thru traffic. See Site Plan number ⑦.
- b. Additional pole-mounted signage will be placed at the entry to the site indicating that cars should not overflow onto the street and block traffic. See Site Plan number ⑧.

C. Partner-Guided Traffic Flow

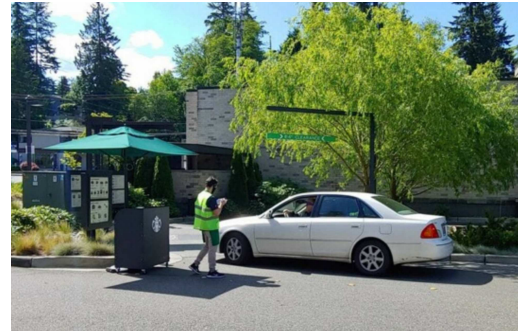
- a. Should the traffic exceed the capacity of the drive-thru lane and if it is safe to do so, a Starbucks partner may be tasked with directing cars to bypass the drive-thru lane and either park, or leave the site to return when the traffic backup is mitigated. See Site Plan number ⑨.

D. Example Decision-Making Metrics

- a. Starbucks partners and the Store Manager will have the ability to implement and modify this plan based on observed performance metrics as follows:
 - i. **0-7 cars observed in lane:** No action; typical traffic flow
 - ii. **8-11 cars observed in lane:** Observations are vocally shared with all partners to increase efficiency where possible.
 - iii. **12-15 cars observed in lane:** Store Manager is aware of the situation and designates an available partner to prepare to direct traffic, if needed; Store Manager deploys traffic mitigation methods including but not limited to those discussed in this TDM plan.
 - iv. **16+ cars observed:** Store Manager deploys designated partner to direct traffic on-site.



4 HAND-HELD ORDER POINT



1 SITE



DATE: 07/01/21
MCG PROJECT #: 20006.30

TRAFFIC DEMAND MANAGEMENT PLAN

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ATTACHMENT E

PARKING ASSESSMENT

MEMORANDUM

LINSCOTT
LAW &
GREENSPAN

engineers

To: John Schmid
MCG Architecture

Date: October 7, 2021

From: David S. Shender
Linscott, Law & Greenspan, Engineers

LLG Ref: 5-21-0539-1

Subject: **Parking Assessment for the Proposed Starbucks Coffee Shop at 2551 East Vineyard Avenue in the City of Oxnard**

Engineers & Planners

Traffic
Transportation
Parking

Linscott, Law & Greenspan, Engineers

20931 Burbank Boulevard
Suite C
Woodland Hills, CA 91367
818.835.8648 T
818.835.8649 F
www.llgengineers.com

Pasadena
Irvine
San Diego
Woodland Hills

This parking assessment has been prepared by Linscott, Law & Greenspan, Engineers (LLG) for the proposed Starbucks coffee shop (the “Project”) at 2551 East Vineyard Avenue (the “Project Site”) in the City of Oxnard. The Project Site is located at the northwest corner of the Vineyard Avenue/Riverpark Boulevard intersection. LLG understands the Project proposes to provide a supply of on-site vehicle parking that is less than what would otherwise be required based on the City of Oxnard Municipal Code. Thus, the purpose of this memorandum is to provide an assessment as to whether the proposed supply of parking spaces would adequately serve the expected peak parking demand generated by the proposed Starbucks.

Project Description

The Project Site is currently occupied by a Wendy’s drive-through restaurant providing 2,450 square feet of building floor area, as well as an existing drive-through lane and vehicle parking. LLG understand the Project proposes to remodel the Project Site to accommodate a Starbucks coffee shop with drive-through service. The Project site plan is provided on **Figure 1** attached to this memorandum. The building size is proposed to increase slightly to 2,500 square feet in size. In addition, the existing drive-through lane and parking area will be reconfigured so as to increase the vehicle stacking capacity within the drive-through lane. As shown on **Figure 1**, the Project Site will provide 20 vehicle parking spaces and the reconfigured drive-through lane will accommodate 15 queued vehicles. In addition, six bicycle parking spaces will be provided on-site.

Code Parking

Section 16-622 within the City of Oxnard Municipal Codes provides the off-street parking requirements for various land uses, including restaurants with drive-through services. Subsection (F) of Section 16-622 provides the following off-street parking requirements applicable to the Project:

- One parking space per 50 square feet of gross (building) floor area; and

- Stacking credit in drive through lane may count toward the required parking at basis of one auto per 23 lineal feet of striped stacking line. A maximum credit not to exceed 30 percent of total requirement or no more than 20 spaces may be applied for stacking, whichever is less.

Table 1 below provides the Code parking analysis for the Project.

**Table 1
Code Parking Analysis**

Project Feature	Code Parking Requirement	Project Site	Required Parking
Starbucks Building	1 space/50 s.f.	2,500 s.f.	50 spaces
Drive-Through Lane	Credit of 1 space per 23 lineal feet of vehicle stacking [a]	345 feet of drive-through lane stacking	(15) spaces
Total			35 spaces

[a] City Code limits drive-through lane parking credit to 30% of required parking (i.e., 15 spaces for this Project) or 20 spaces, whichever is less.

As previously noted, the Project proposes to provide 20 vehicle parking spaces, which is less than the Code requirement for 35 parking spaces. Thus, additional review has been conducted to assess whether the Project's proposed supply of 20 parking spaces will adequately accommodate the forecast parking demand generated by the Project.

Starbucks Parking Demand Data

Parking demand data related to Starbucks was reviewed for purposes of assessing the adequacy of the proposed on-site parking supply at the Project Site. In March 2013, LLG collected parking demand data at an existing Starbucks coffee shop located at 450 East 17th Street in the City of Costa Mesa (the "Costa Mesa Starbucks"). The Costa Mesa Starbucks provides 2,356 square feet of building floor area, which is similar to the Project (2,500 square feet). In addition, the Costa Mesa Starbucks provides a drive-through lane, as well as vehicle parking for walk-in service. While the vehicle parking supply at the Costa Mesa Starbucks (35 spaces) is greater than the proposed Project Site, the capacity of the drive-through lane is less (accommodating approximately 10 cars) when compared to the Project. It is noted that at the time the parking counts were conducted at the Costa Mesa Starbucks, the adjoining tenant space (currently occupied by a Mendocino Farms) was vacant.

Table A attached to this memorandum provides a summary of the parking utilization data collected hourly from 7:00 a.m. to 10:00 p.m. at the Costa Mesa Starbucks over four days (Wednesday through Saturday) in 2013. In review of *Table A*, the following is noted:

- The 85th percentile of parking demand was calculated to be 17 spaces utilized. The 85th percentile factor is a commonly used by traffic engineers, for example, in determining the appropriate length of left and right-turn lanes at intersections. By comparison, the Project proposes to provide 20 on-site parking spaces, exceeding the 85th percentile factor from the Costa Mesa Starbucks data.
- There were four instances over the four days of counts (e.g., 9:00 and 10:00 a.m. on Wednesday, 8:00 a.m. on Thursday, and 12:00 p.m. on Saturday) when the number of parked vehicles exceeded 20.

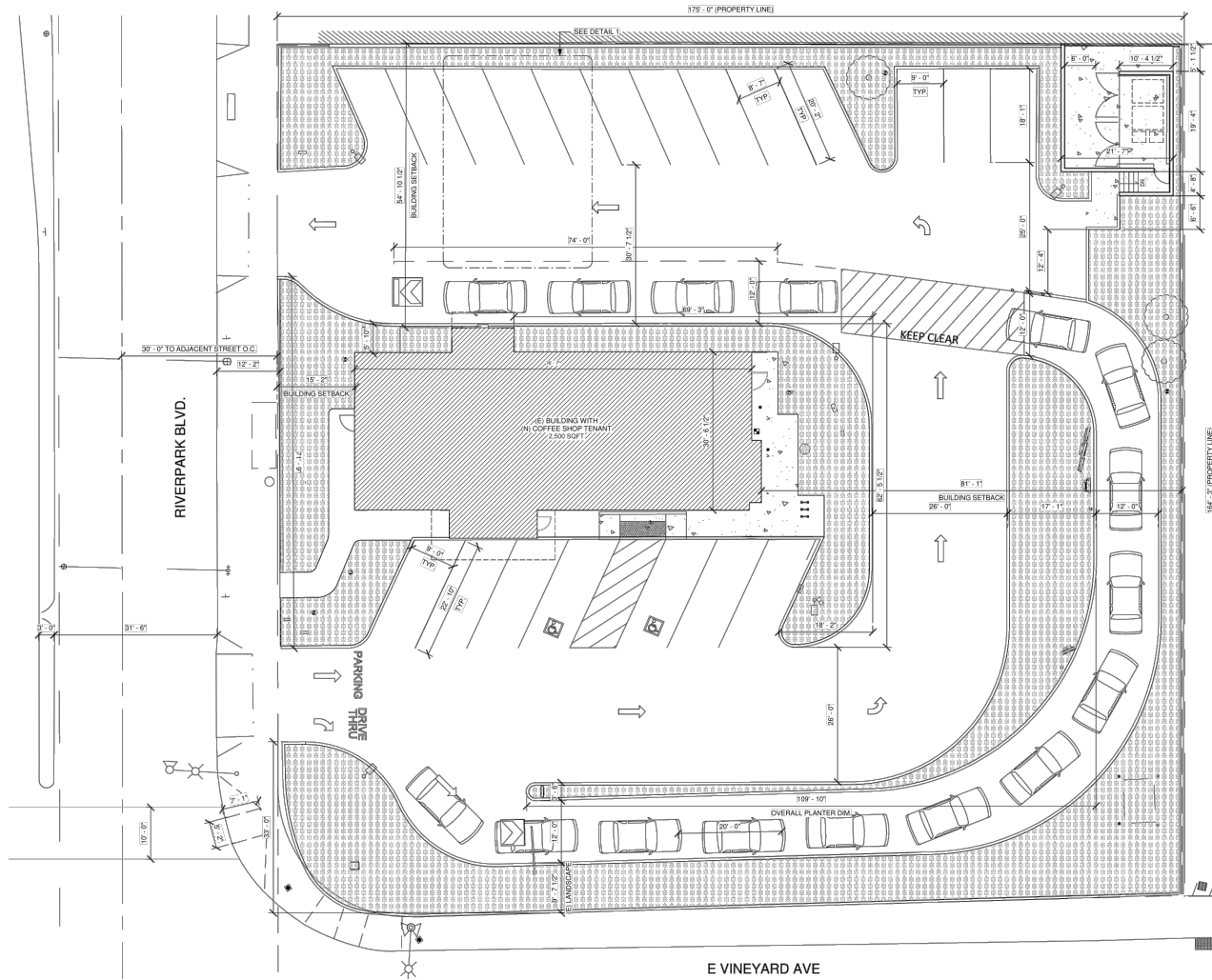
It is noted that at the time of the parking survey at the Costa Mesa Starbucks in 2013, Starbucks management had stated this was one of the highest revenue locations in Southern California. Also, as additional Starbucks locations have opened in the vicinity of the Costa Mesa Starbucks since the time of the parking survey, parking demand at the site has been reduced. Thus, the parking demand data can be considered as highly conservative (“worst case”).

Parking Assessment

Based on the parking demand data from the Costa Mesa Starbucks, it can be concluded that the proposed parking supply at the Project would adequately accommodate the parking demand generated at the Project Site. As shown from the Costa Mesa Starbucks data, parking demand is typically 20 vehicles or less throughout the day, which can be readily accommodated by the proposed parking supply at the Project. During unusual peak times when more than 20 vehicles may wish to park at the Project Site, it is expected that this additional demand will be absorbed by the substantial capacity provided by the proposed enhanced drive-through lane (i.e., incoming motorists will choose to utilize the drive-through instead of walk-in service).

In conclusion, based on the parking demand data provided by an existing Starbucks location, it is expected that the Project will provide sufficient vehicle parking to accommodate the forecast peak demand.

cc: File



NOT TO SCALE

SOURCE: MCG ARCHITECTURE

LINSCOTT, LAW & GREENSPAN, engineers

FIGURE 1
SITE PLAN

STARBUCKS - 2551 E. VINEYARD AVENUE

TABLE A
STARBUCKS PARKING SURVEY [1]

Time	Wednesday March 13, 2013	Thursday March 14, 2013	Friday March 15, 2013	Saturday March 16, 2013	Maximum	Surplus/Deficiency (+/-)
7:00 AM	15	16	12	7	16	19
8:00 AM	20	30	17	17	30	5
9:00 AM	25	19	19	13	25	10
10:00 AM	21	18	17	20	21	14
11:00 AM	15	11	11	18	18	17
12:00 PM	14	12	7	23	23	12
1:00 PM	13	12	10	19	19	16
2:00 PM	14	10	9	15	15	20
3:00 PM	12	11	8	11	12	23
4:00 PM	13	12	9	10	13	22
5:00 PM	6	9	6	7	9	26
6:00 PM	13	6	4	6	13	22
7:00 PM	9	9	3	6	9	26
8:00 PM	5	8	0	4	8	27
9:00 PM	1	2	0	1	2	33
10:00 PM	1	0	0	0	1	34

Note:

[1] Counts conducted by National Data and Surveying Services (NDS).

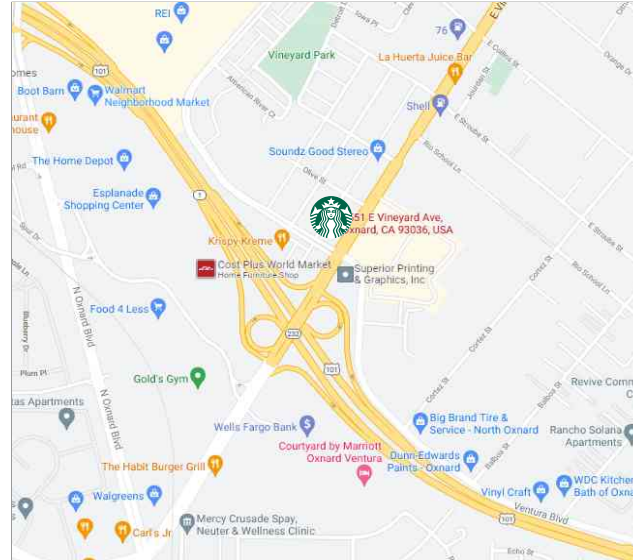
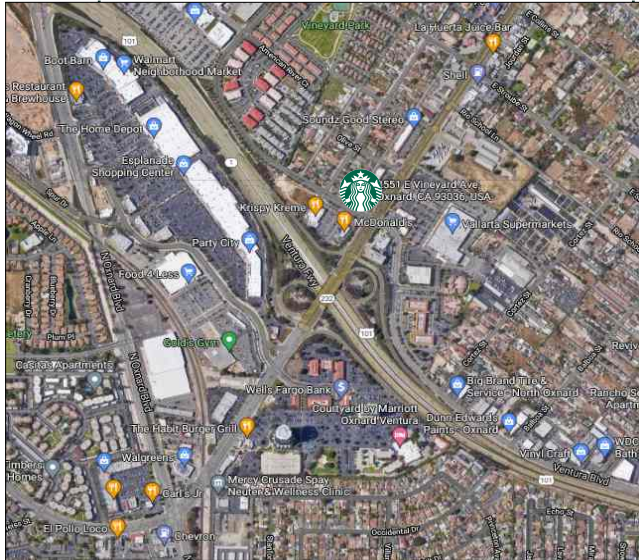
During the time of the counts 35 spaces were available for parking at 450 E. 17th Street.

Indicates 85th percentile and greater values. The 85th percentile of parked vehicles is calculated to be 17 vehicles.

Indicates peak demand.

ATTACHMENT F

REDUCED SIGN PLANS



VICINITY MAP
Not To Scale

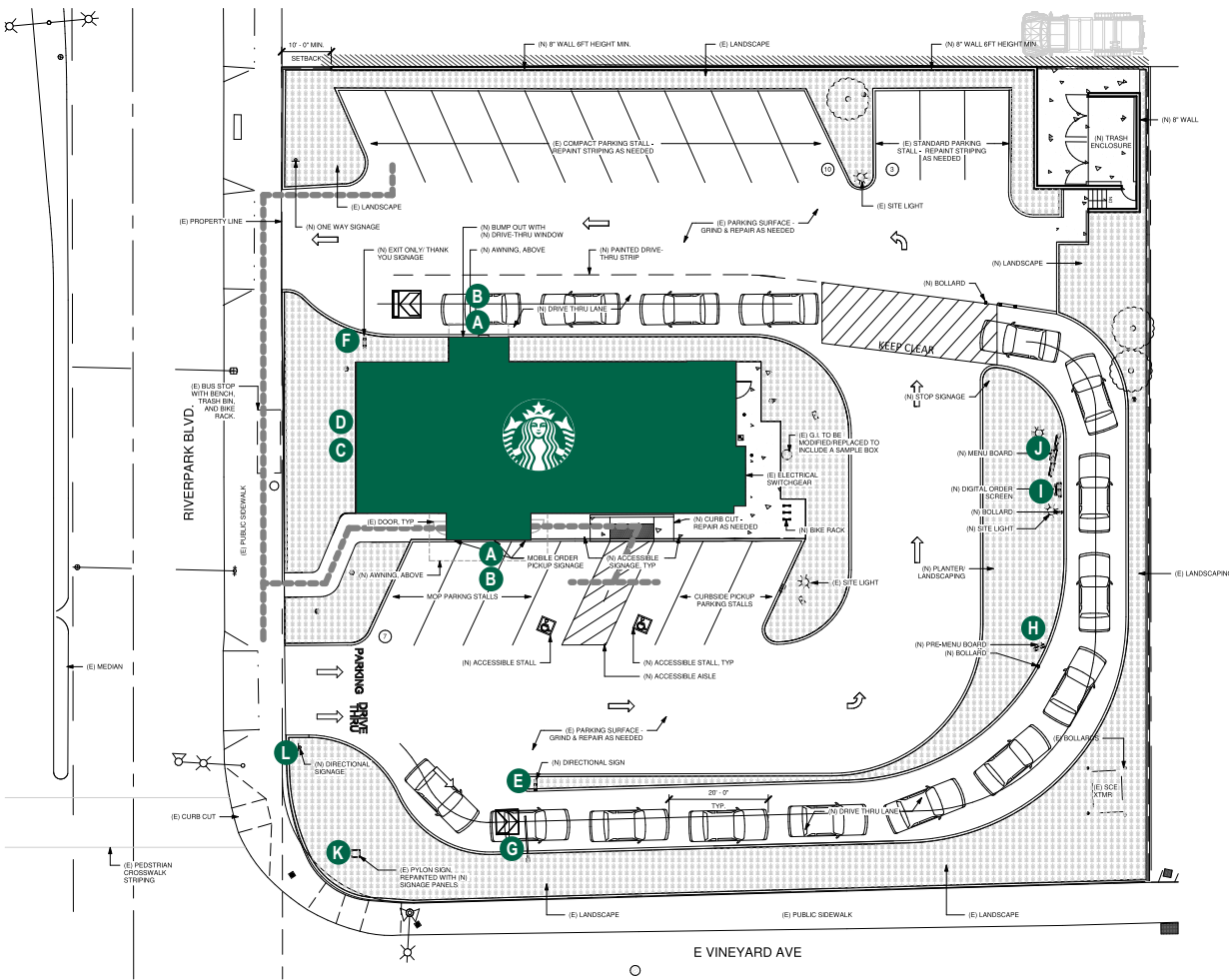


WALL SIGNS LEGEND		
DESCRIPTIONS	Sq Ft.	QTY
A 60" SIREN ILLUMINATED LOGO DICS	19.62	2
B 8" DAY/NITE DT CHANNEL LETTERS	3.66	2
C 16" ILLUMINATED CHANNEL LETTERS	17.18	1
D 10" DT CHANNEL LETTERS	10.41	1
E DT ENTRY DIRECTIONAL	3	2
F DT EXIT DIRECTIONAL	2	1
K PYLON SIGN	83.52	1
total sign area proposed		165.67



PROJECT: #20006.30
STORE # 65182
VINEYARD & RIVERPARK - STARBUCKS COFFEE
 2551 E. Vineyard Ave.
 Oxnard, CA 93036





KEY LEGEND

- A** 60" SIREN LOGO DICS
- B** 8" DT CHANNEL LETTES
- C** 16" CHANNEL LETTERS
- D** 10" DT CHANNEL LETTERS
- E** DT ENTRANCE DIRECTIONAL
- F** DT EXIT/THANK YOU DIRECTIONAL
- G** CLEARANCE BAR
- H** PRE MENU BOARD
- I** DT DIGITAL ORDER SCREEN
- J** DT 5-PANEL MENU SIGN
- K** PYLON SIGN
- L** POST SIGN

Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date: 6-23-21 Drawn by: L.S.

1	08-11-21	LS
2	08-23-21	LS
3		
4		
5		
6		

Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



2101 Carrillo Private, Ontario, CA 91761
(909) 930-0303 Fax: (909) 930-0308
E-mail: design@signindustries.tv
Web: www.signindustries.tv

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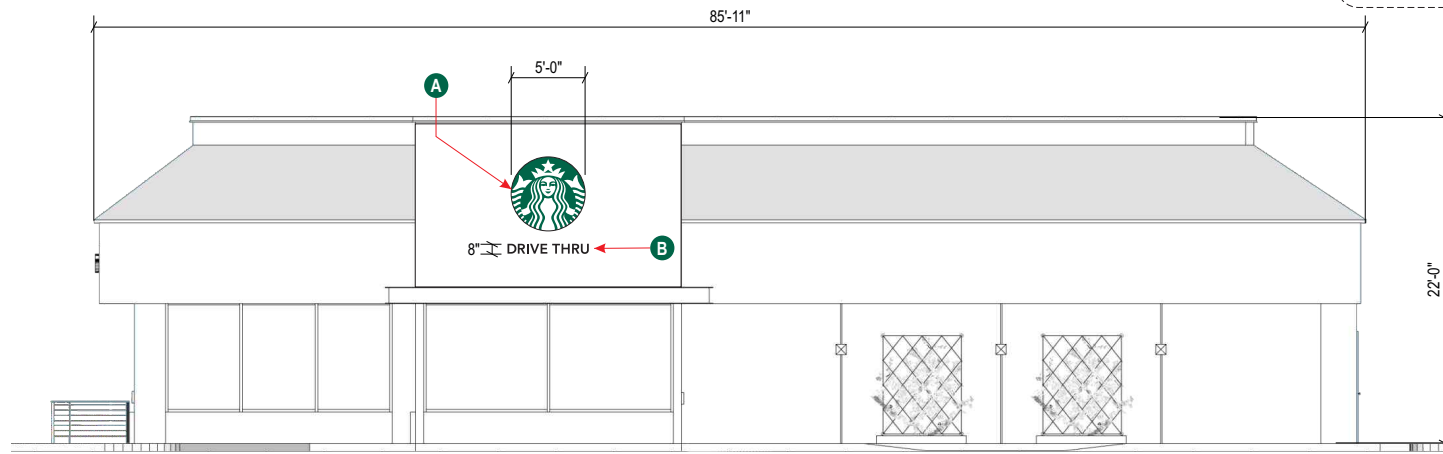
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21-253

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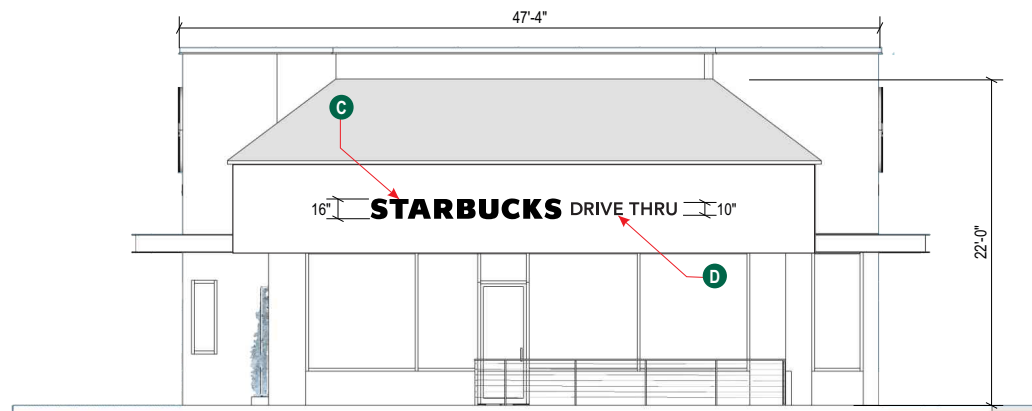
1 SITE PLAN
SCALE: NTS



KEY LEGEND

- A 60" SIREN LOGO DICS
- B 8" DT CHANNEL LETTES
- C 16" CHANNEL LETTERS
- D 10" DT CHANNEL LETTERS

1 SOUTH ELEVATION
SCALE: 1/8" = 1'



2 WEST ELEVATION
SCALE: 1/8" = 1'

Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

6-23-21

Drawn by:

L.S.

1	08-11-21	L.S.
2	08-23-21	L.S.
3		
4		
5		
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Electrical Requirement:

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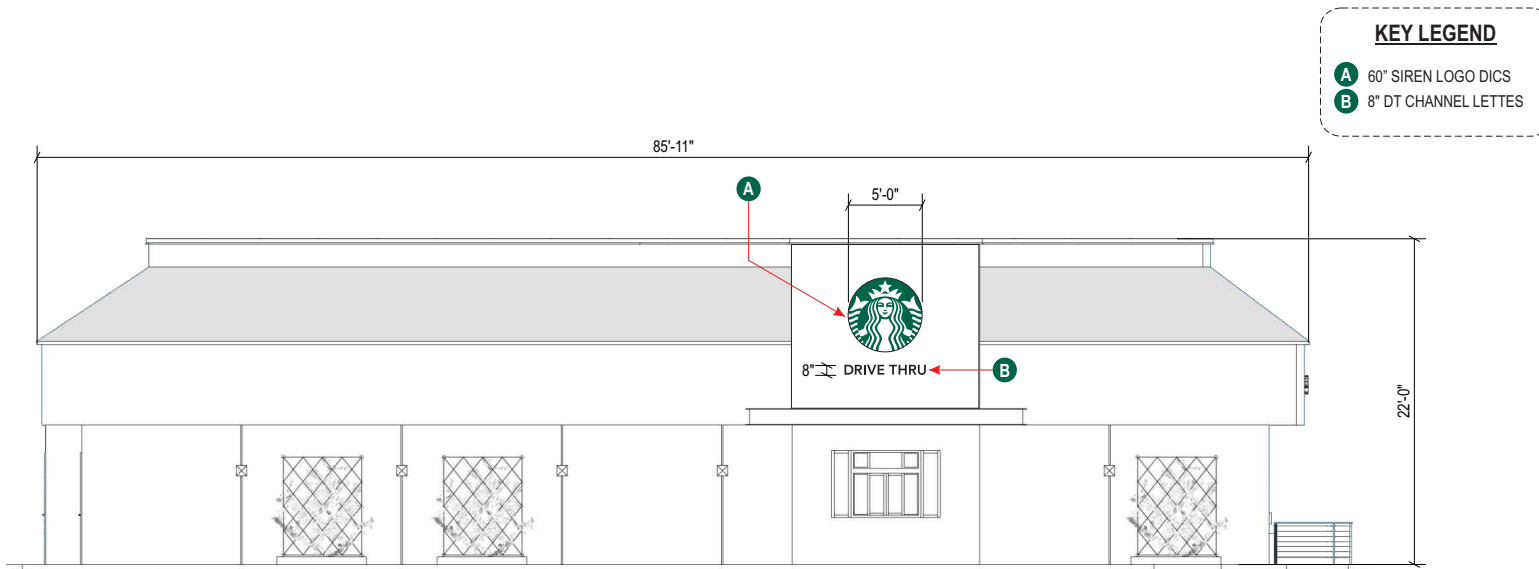
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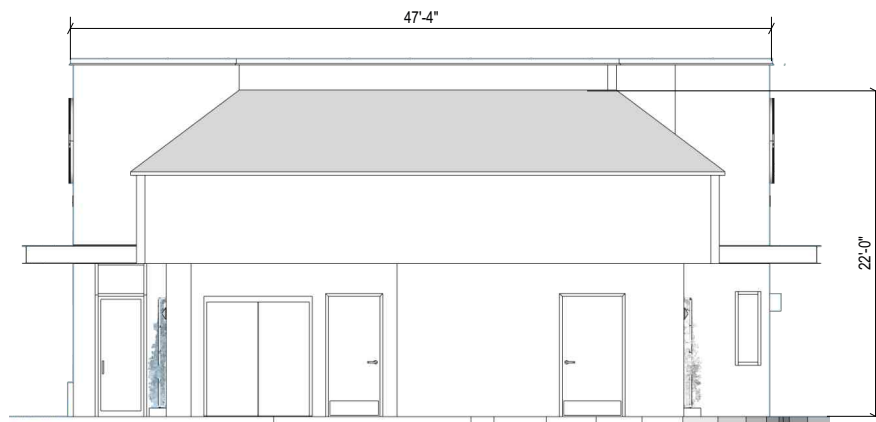
21-253



Page: ELE.1



1 NORTH ELEVATION
SCALE: 1/8" = 1'



2 EAST ELEVATION
SCALE: 1/8" = 1'

Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:
6-23-21

Drawn by:
L.S.

1	08-11-21	L.S.
2	08-23-21	L.S.
3		
4		
5		
6		

Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



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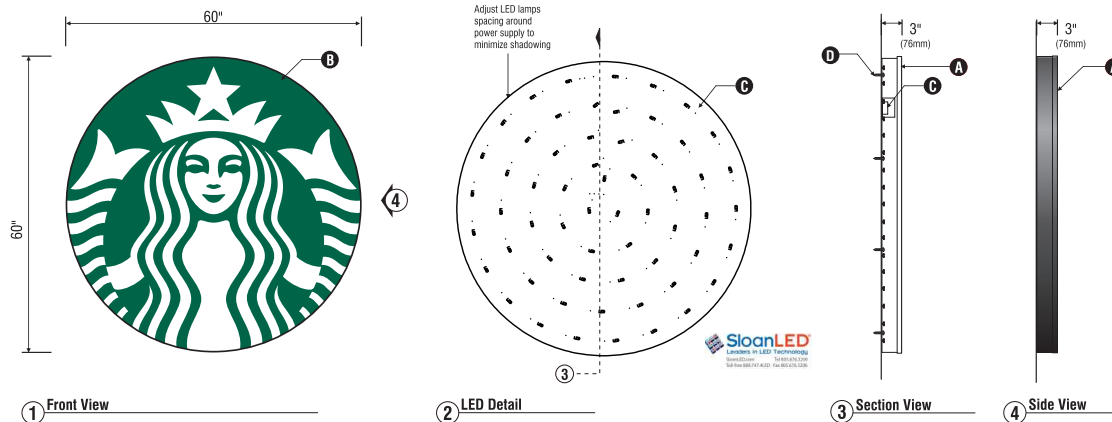
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Page: **ELE.2**

Design ID #13164



A 60" Illuminated Logo Disc - Wall Mounted ~ Qty (2)

Sq.Ft.
19.62

Scale: 1/2"= 1'

SPECIFICATIONS:

- A** 60"(1524mm) Single faced internally illuminated wall mount logo disc. Cabinet to be 3"(76mm) deep, fabricated aluminum sidewalls and back. Paint cabinet black polyurethane. Faces to be 3/16"(5mm) Acrylite 015-2GP 1"(25mm) black trimcap with square head screws retainer edging.
- B** Graphics of logo to be 1st surface 3M Translucent Scotchcal vinyl- Holly Green #3630-76. Siren to show thru White.
- C** Internally illuminated logo disc with Sloan Prism Enlightne white 6500k, laid out at 1.5 modules per foot, 6" on center installed to back of disc with self-contained power supply with U.L approved enclosure.
- D** Flushed mounted to fascia (minium (4) with minimum 3" embedment)

Sign must be approved by the National Electrical Code, Underwriters Laboratory, CUL and all applicable local codes. Disconnect switch in primary to be within sight of sign (sign includes power supply enclosure) REF: NEC 110-3(B) 600-2, 600-4, Primary electrical source 1/2"(13mm) conduit (minimum) REF: NEC 600-6, 600-21 (provided by installer).

MOUNTING HARDWARE CHART			
	MASONRY	WOOD	METAL
1/4" BOLTS THRU WALL	*	*	*
1/4" LAGS W/ SHIELD	*		
1/4" LAG BOLTS		*	
1/4" TOGGLE BOLTS			*

Disk 60in S/F Illuminated wall mount EVOLVED			
Size	Sq.Ft.	Sq.M.	Volts
60" (1524mm)	19.62	1.82	120



Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:
Paul L.

Date: 6-23-21 Drawn by: L.S.

1	08-11-21	LS
2	08-23-21	LS
3		
4		
5		
6		

Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



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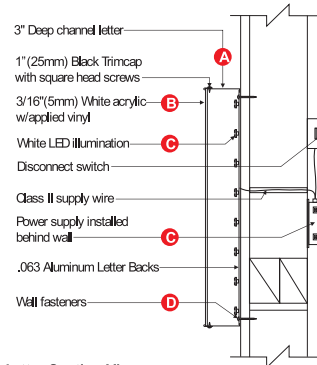
B 8" DAY/NITE DRIVE THRU LETTERS~ Qty (2) sign area 3.66 sq. ft
Scale 1" = 1'-0"

DRIVE THRU SPECIFICATION:

- A** Internally illuminated channel letters to be fabricated from 0.040 / 3003 aluminum with pre painted White interiors and painted Black polyurethane exteriors, 3"(76mm) deep. Letters backs to be .063 Black & White aluminum pop-riveted to sidewalls and sealed.
- B** Faces to be 3/16" clear acrylic with black trim cap retainer edging, letters face to be 3M day/nite perforated vinyl overlay, with white 3M diffuser second surface.
- C** Internally illuminated with Sloan Prism Enlighten white 6500k, laid out 1.5 modules per foot, 6" on center installed to back of letter with sloan power supply with U.L. approved closure.
- D** Fasten letters flush to wall with required fasteners.



Sign must be approved by the National Electrical Code, Underwriters Laboratory, CUL, and all applicable local codes.
Disconnect switch in primary to be within sight of sign (sign includes power supply enclosure) REF: NEC 110-3(B) 600-2, 600-4
Primary electrical source (1/2"(13mm) conduit minimum) REF: NEC 600-6, 600-21 (provided by installer)



Letter Section View
NTS

X00102



Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:
6-23-21

Drawn by:
L.S.

1	08-11-21	L.S.
2	08-23-21	L.S.
3		
4		
5		
6		

Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



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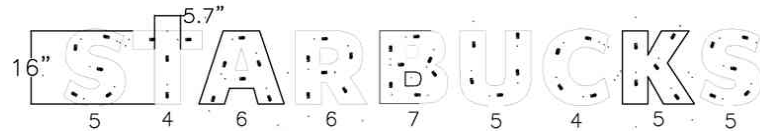
21-253



Page: **2.0**



C 16" DAY/NITE CHANNEL LETTERS ~ Qty (1) **sign area 17.18 sq. ft**
SCALE: 3/8"=1'



LED LAYOUT

Scale: 1/4"= 1'

STARBUCKS SPECIFICATION:

- Internally illuminated channel letters to be fabricated from 0.040 / 3003 aluminum with pre painted White interiors and painted Black polyurethane exteriors, 3"(76mm) deep. Letters backs to be .063 Black & White aluminum pop-riveted to sidewalls and sealed.
- Faces to be 3/16" white acrylic faces with 3M Day/Nite perforated vinyl black trim cap retainer edging.
- Internally illuminated with Sloan Prism Entlighten white 6500K, laid out 1.5 modules per foot, 6" on center installed to back of letter with sloan power supply with U.L. approved closure.
- Fasten letters flush to wall with required fasteners.



Sign must be approved by the National Electrical Code, Underwriters Laboratory, CUL, and all applicable local codes.
Disconnect switch in primary to be within sight of sign (sign includes power supply enclosure) REF: NEC 110-3[B] 600-2, 600-4
Primary electrical source (1/2"(13mm) conduit minimum) REF: NEC 600-6, 600-21 (provided by installer)



Size	Sq. Ft.	Volts	Amps
16" (406mm)	17.18	120	.7

Design # 16496



Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

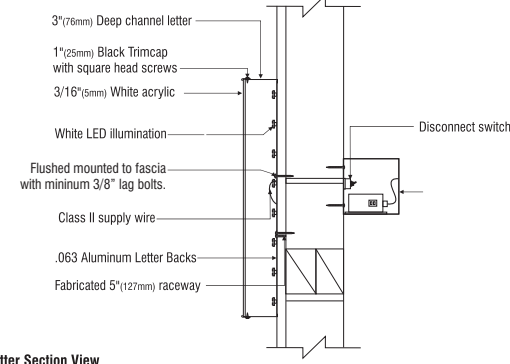
Paul L.

Date: 6-23-21 Drawn by: L.S.

1	08-11-21	L.S.
2	08-23-21	L.S.
3		
4		
5		
6		

Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



Letter Section View

Scale: NTS



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X00102



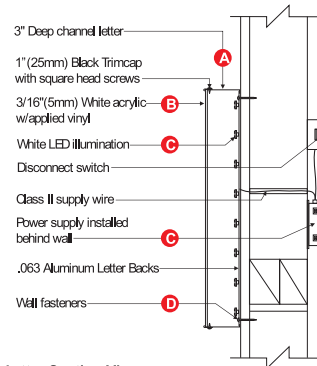
D 10" DAY/NITE DRIVE THRU LETTERS~ Qty (1) sign area 10.41 sq. ft
Scale 1" = 1'-0"

DRIVE THRU SPECIFICATION:

- A** Internally illuminated channel letters to be fabricated from 0.040 / 3003 aluminum with pre painted White interiors and painted Black polyurethane exteriors, 3"(76mm) deep. Letters backs to be .063 Black & White aluminum pop-riveted to sidewalls and sealed.
- B** Faces to be 3/16" clear acrylic with black trim cap retainer edging, letters face to be 3M day/nite perforated vinyl overlay, with white 3M diffuser second surface.
- C** Internally illuminated with Sloan Prism Enlighten white 6500k, laid out 1.5 modules per foot, 6" on center installed to back of letter with sloan power supply with U.L. approved closure.
- D** Fasten letters flush to wall with required fasteners.



Sign must be approved by the National Electrical Code, Underwriters Laboratory, CUL, and all applicable local codes.
Disconnect switch in primary to be within sight of sign (sign includes power supply enclosure) REF: NEC 110-3(B) 600-2, 600-4
Primary electrical source (1/2"(13mm) conduit minimum) REF: NEC 600-6, 600-21 (provided by installer)



Letter Section View
NTS

Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:
6-23-21

Drawn by:
L.S.

1	08-11-21	L.S.
2	08-23-21	L.S.
3		
4		
5		
6		

Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



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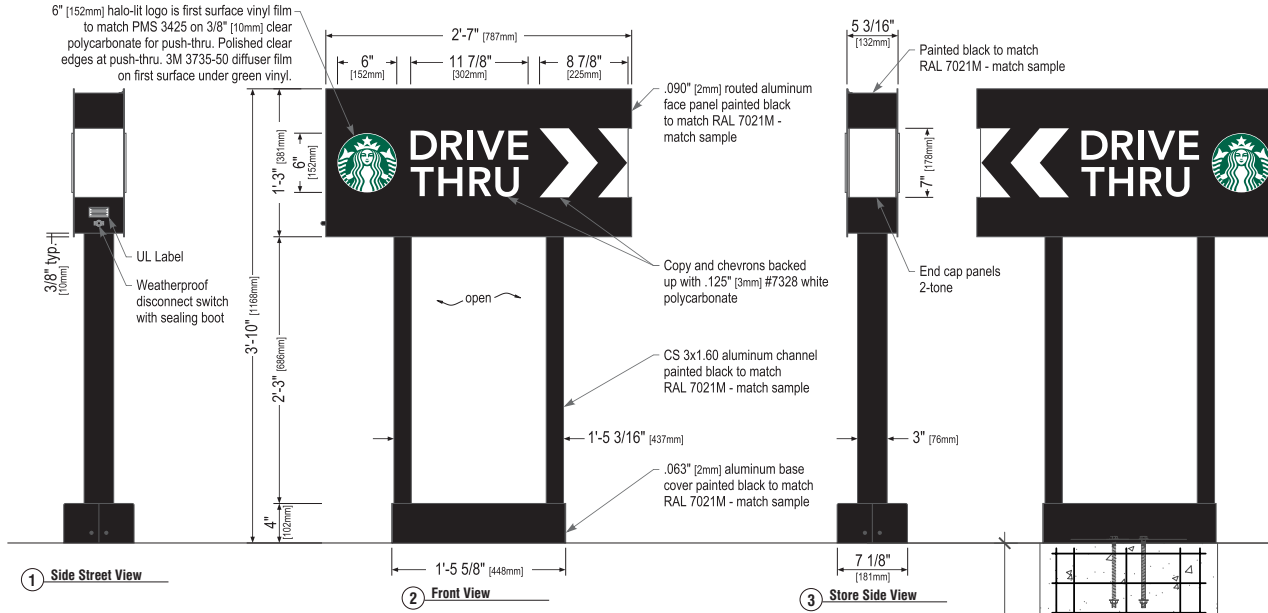
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Page: **4.0**



Sign Specifications: Design ID#14104



- Cabinet:**
- Fabricated .090" [2mm] aluminum housing painted black to match RAL 7021M with white end caps as shown.
 - Directional copy and chevrons backed up with .125" [3mm] #7328 white polycarbonate. Siren logo is 6" [152mm] diameter, 3/8" [10mm] clear polycarbonate routed to push thru aluminum face. Decorate logo with 1st surface computer cut vinyl film to match PMS 3425 and 3735-50 diffuser film underneath green vinyl. Edges of push thru logo are to be clear polished. All polycarbonate face elements to be attached to aluminum face panel with weld studs.
 - Interior aluminum surfaces of sign cabinet to be painted white with Lacryl Starbrite.
 - Welded aluminum construction with no visible fasteners. Fasteners retaining the hinged face will be located on the bottom such that they are not visible. All fasteners used in the assembly of internal components shall be coated to prevent corrosion.
 - Internal structure of cabinet shall be per approved shop drawings.
 - Internally illuminated logo disc with Sloan Prism Enlighten white 6500k, laid out at 1.5 modules per foot, 7" on center with self-contained power supply with U.L. approved enclosure.

- Support:**
- Supporting structure will be all welded aluminum tube and channel construction painted black to match RAL 7021M as per approved shop drawings and shall be integral to the sign cabinet.
 - Base tube will be constructed so that it can be retro-fittable to existing sign foundations. All foundations, existing and new must be analyzed for suitability and must meet all local city or state codes regulations.

- Regulatory:**
- Sign must meet all regulations in the National Electric Code as well as any local or state electrical codes.
 - As per NEC 600.6, sign is equipped with a service disconnect switch.
 - Sign must be listed as an Electric Sign per Underwriters Laboratories UL48 and/or CSA and bear the appropriate UL, CUL or CSA relevant certification marks.
 - Primary power by electrical contractor per NEC.

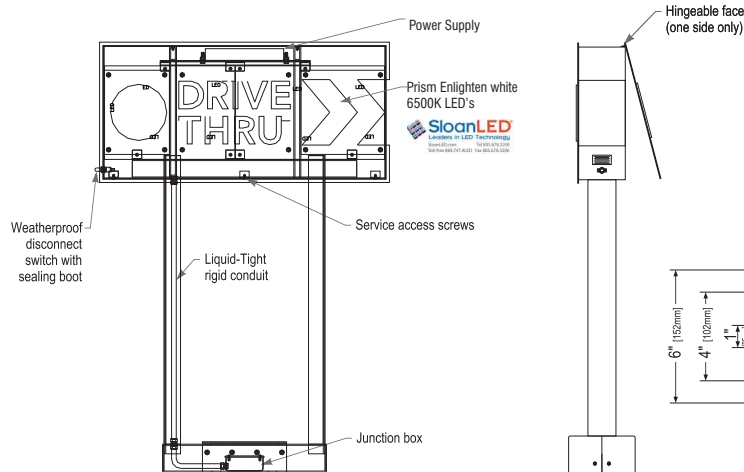


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This drawing is a Design Development Document. Site specific modifications made under the responsible charge of the Architect and/or Engineer-of-Record will be required prior to using this document for Bidding, Permitting, or Construction.

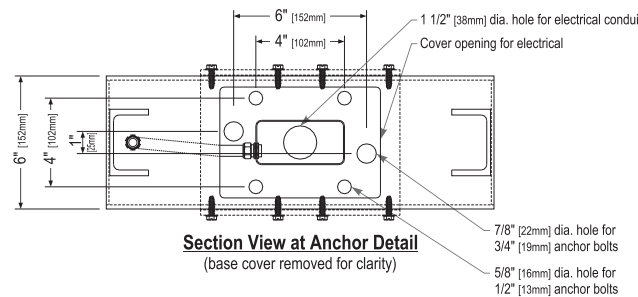
E D/F DRIVE THRU DIRECTIONAL SIGNS~ Qty (2)

Scale: 1"= 1'



Vertical Cross-Section View, Typ.

Service Position View



Section View at Anchor Detail
(base cover removed for clarity)

Size	Sq. Ft. ¹	Sq. Ft. ²	Volts	Amps
46" (1168mm)	1.51	9.90	120	0.85

1: Figured as illuminated center part
2: Figured as complete signage

Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date: 6-23-21 Drawn by: L.S.

1	08-11-21	L.S.
2	08-23-21	L.S.
3		
4		
5		
6		

Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



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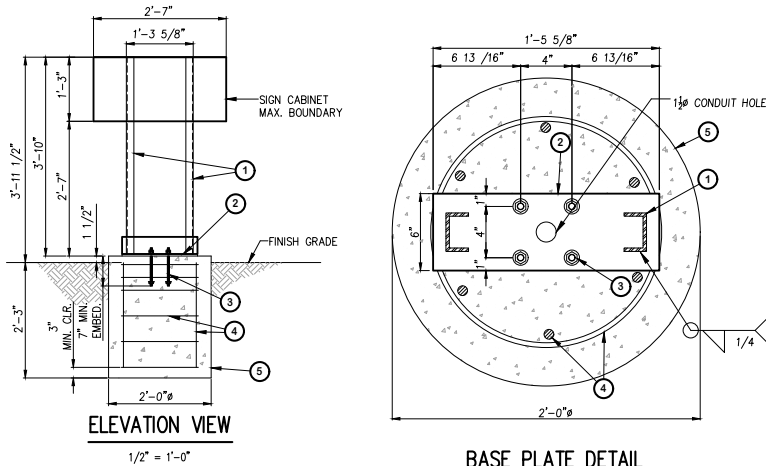
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Page: 5.0





- 1 (2) CS 3x1.60 ALUMINUM CHANNEL PER ELEVATION AND BASE PLATE DETAIL HEREON.
- 2 5/8" THK. ALUMINUM BASE PLATE (17.63"x6") PER BASE PLATE DETAIL HEREON.
- 3 (4) 1/2" THK. GALVANIZED HOT DIPPED GALVANIZED ANCHOR RODS (ASTM F1554 GRADE 55) WITH GALVANIZED HARDWARE PER ELEVATION AND BASE PLATE DETAIL HEREON.
- 4 HORIZ: (3) #3 TIES AT 3" O.C. AND THEN (3) #3 TIES AT 6" O.C.
VERT: (6) #4 BAR SPACES EVENLY AROUND PERIMETER CLEARANCE 3" MIN. TO EDGE OF CONC.
- 5 CONCRETE FOOTING PER PLAN AND SPECIFICATIONS HEREON.

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THE 2019 CALIFORNIA BUILDING CODE (CBC), AND 2018 INTERNATIONAL BUILDING CODE (IBC).
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3. PROVIDE ISOLATION OF DISSIMILAR MATERIALS

DESIGN CRITERIA:

1. STRUCTURE IS DESIGNED IN ACCORDANCE WITH ASCE 7-16 BASIC WIND SPEED: 130 MPH
RISK CATEGORY: II
EXPOSURE CATEGORY: C
SITE CLASS: D
OCCUPANCY CATEGORY: II
SEISMIC DESIGN CATEGORY: D
IMPORTANCE FACTOR: 1.0
RESPONSE MODIFICATION FACTOR: $R_p=3.0$
AMPLIFICATION FACTOR: $A_p=2.5$

CONCRETE:

1. DESIGN AND CONSTRUCTION IN COMPLIANCE TO ACI 318-14.
2. STEEL REINFORCEMENT IN CONCRETE ASTM A615 GRADE 60.
3. COMPRESSIVE STRENGTH AT 28 DAYS: $f'_c=2,500$ PSI MIN.
4. PROVIDE A MINIMUM 3" CONCRETE COVER OVER ALL EMBEDDED STEEL.
5. CONCRETE MUST BE POURED AGAINST UNDISTURBED EARTH SOIL.
6. SOIL PASSIVE PRESSURE PER CBC CLASS 5 (100 PCF).

ALUMINUM

1. FABRICATE AND ERECT ALUMINUM IN COMPLIANCE WITH THE MOST CURRENT ALUMINUM ASSOCIATION ALUMINUM DESIGN MANUAL 1.
2. ALUMINUM ELEMENTS 6061-T6
3. ALL SHOP AND FIELD WELDS SHALL BE PERFORMED BY AN AISC QUALITY CERTIFIED FABRICATOR.
4. UNLESS A LARGER WELD SIZE IS INDICATED, PROVIDE MINIMUM SIZE OF WELD TO MATCH SMALLEST MEMBER/MATERIAL SIZE.
5. ALL SHOP CONNECTIONS SHALL BE WELDED IN CONFORMANCE WITH STANDARDS BASED UPON THE CURRENT EDITION OF ANSI/AWS D1.2. WELDERS AND WELDING OPERATORS SHALL BE QUALIFIED AS PROVIDED IN THE CODE.

WINLOADS PER ASCE 7-16:

(29.3-1)	Freq. "G" G_A	(26.10-1)	$q_s = 0.00256 "K_z" "K_{zt}" "K_d" "K_e" "K_g" "V"$
(26.5)	Risk Category:	II	
(26.6-1)	Wind Speed (V):	130	mph per ATC Council
(26.7)	Directional Fac. (K_d):	0.85	(Table 26.6-1)
(26.8-1)	Exposure Category:	C	
(26.8-2)	Topo Fac. (K_{zt}):	1	(unless unusual terrain)
(26.8)	Ground Elev. Fac. (K_g):	1	(for all elevation)
(26.11)	Gust Effect Fac. (G):	0.85	
	s (height of affected area)	1.25	ft
	h (height)	4	ft
	B (width of affected area)	2.583	ft
	z/h	0.31	
	B/z	2.07	
	Force Coefficient (C_f):	1.794	
	Velocity pressure exposure coefficient (K_z):		(Table 29.3-1)
	for $s/h=1$, add 10%		ASCE fig. 29.4-1 therefore:
	if 2 poles, spacing between:	1.3	O.C.

Structure Component	Height at section c.g. ft	K_z factor	p_{sf} psf	q_s psf	q_z psf	A_v ft ²	Shear lb	Wind Moment lb-ft
1	0.33	0.85	31.26	47.66	0.5	24	8	
2	3.38	0.85	31.26	47.66	3.3	357	532	

DIRECT BURIAL FOOTING:

M_{up}	0.48	k-ft	(0.6M _u)	0.29	k-ft	w	1.3	IBC 1805.3.2
V_{up}	0.16	kips	(0.6V _u)	0.10	kips			
P	0.13	kips	S1: Sed/3			200.00	psf	IBC 1806.1
Base	2	ft	A: 2.34"/(51ab)			1068	psf MAX	IBC 1806.3.4
Depth	2.25	ft deep				0.74	ft	IBC 1807.3.2.1
h	2.98	ft	d: 0.54d(1+3+4.38dA)			1.07	ft	
q	100	psf/ft						
$S_{1/4}$	266.667	psf/ft	IBC Table 1806.2					

BASE PLATE DESIGN:

Base Plate Check		Size:		Nominal Yield Moment				
M _{up}	0.484	k-ft	1	0.625	in	M _{up} /F _y Z	1.46	k-in
V _{up}	5.81	k-in	S	4	in	Φ _t	0.9	
	0.16	kip	Arm	0.5	in	Φ _t M _{up}	1.32	k-in
			b _{eff}	1	in	Demand/Capacity:	0.28	OKAY
			n	2	bolts			
T _{up}	1.45	kip	Aluminum 6061-T6			Nominal Yield Moment		
T _{to}	0.73	kip/bolt	F _{flange}	24	ksi	M _{up} /F _y Z	2.34	k-in
M _{up} /Z	0.4	k-in	F _{flange}	15	ksi	Φ _t	0.9	
S (in) ³	0.065		F _{cylind}	15	ksi	Φ _t M _{up}	2.11	k-in
Z (in) ³	0.098		K _t	1		Demand/Capacity:	0.17	OKAY

ALUMINUM COLUMN DESIGN:

Check Aluminum Rectangular Tube								
Mut	0.484	k-ft	Mutx	5.809	k-in	Aluminum 6061-T6		
Size	C3x1.6		Sx	1.310	in³	Ftux	24	ksi
			Zx	1.510	in³	Ftux	15	ksi
			Req Z	0.39		Fcux	15	ksi
						Kt	1	
Normal Yield Moment				Nominal Rupture Moment				
Mnp	22.65	k-in	Mnp	36.24	k-in			
φ _t	0.9		φ _t	0.9				
φ _t Mnp	20.39	k-in	φ _t Mnp	32.62	k-in			
D/C	0.28		D/C	0.18				

Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date: 6-23-21
Drawn by: L.S.

1	08-11-21	LS
2	08-23-21	LS
3		
4		
5		
6		

Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



YOSIMAR RAMOS
R.C.E. 89832
LIC. EXP 06/30/21

PREPARED BY:



YR ENGINEERING LP
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ONTARIO, CA 91761
PHONE: (626) 374-5881
EMAIL: YRAMOS@YRENGINEERING.COM

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NO	REVISION	BY	APPROVED	DATE	

STARBUCKS DRIVE THRU SIGNAGE DIRECTIONAL SIGNAGE VARIOUS LOCATIONS, CALIFORNIA

PREPARED FOR: SIGN INDUSTRIES, INC.

CHECKED BY: YR	JOB NO: 2012-00	SHEET: 1 OF 1
DISREGARD PRINTS BEARING EARLIER REVISION DATES	10-22-20	12-15-20



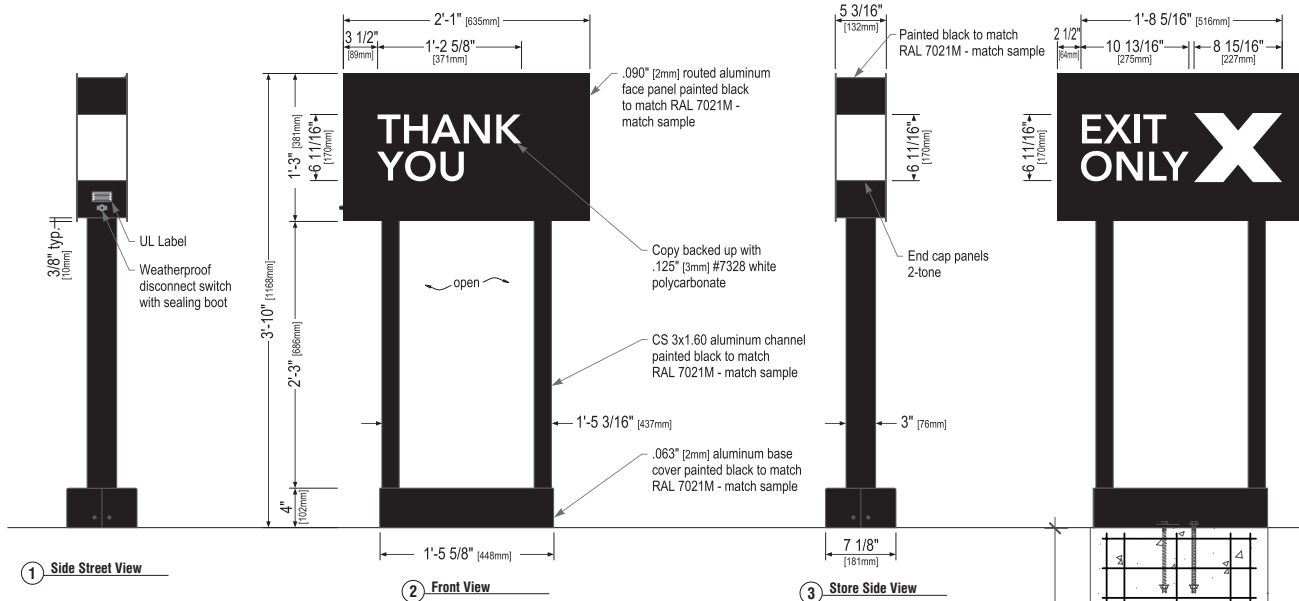
2101 Cerrillo Private, Ontario, CA 91761
(909) 930-0303 Fax: (909) 930-0308
E-mail: design@signindustries.tv
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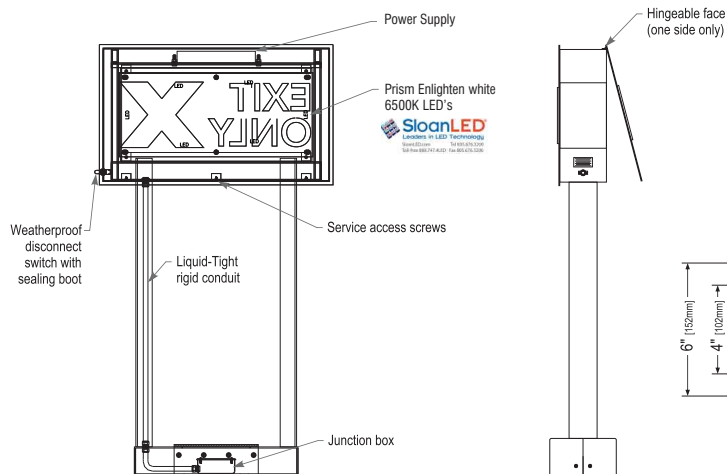
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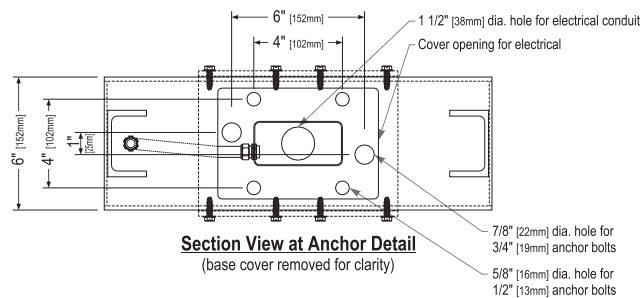
F D/F EXIT DIRECTIONAL SIGNS~ Qty (1)

Scale: 1"= 1'



Vertical Cross-Section View, Typ.

Service Position View



Section View at Anchor Detail
(base cover removed for clarity)

4 Rear View

Sign Specifications:

Design ID#14191



Cabinet:

- Fabricated .090" [2mm] aluminum housing painted black to match RAL 7021M with white end caps as shown.
- Directional copy backed up with .125" [3mm] #7328 white polycarbonate. All polycarbonate face elements to be attached to aluminum face panel with weld studs.
- Interior aluminum surfaces of sign cabinet to be painted white with Lacryl Starbrite.
- Welded aluminum construction with no visible fasteners. Fasteners retaining the hinged face will be located on the bottom such that they are not visible. All fasteners used in the assembly of internal components shall be coated to prevent corrosion.
- Internal structure of cabinet shall be per approved shop drawings.
- Internally illuminated logo disc with Sloan Prism Enlighten white 6500K, laid out at 1.5 modules per foot, 7" on center with self-contained power supply with U.L. approved enclosure.

Support:

- Supporting structure will be all welded aluminum tube and channel construction painted black to match RAL 7021M as per approved shop drawings and shall be integral to the sign cabinet.
- Base tube will be constructed so that it can be retro-fittable to existing sign foundations. All foundations, existing and new must be analyzed for suitability and must meet all local city or state codes regulations.

Regulatory:

- Sign must meet all regulations in the National Electric Code as well as any local or state electrical codes.
- As per NEC 600.6, sign is equipped with a service disconnect switch.
- Sign must be listed as an Electric Sign per Underwriters Laboratories UL48 and/or CSA and bear the appropriate UL, CUL or CSA relevant certification marks.
- Primary power by electrical contractor per NEC.



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This drawing is a Design Development Document. Site specific modifications made under the responsible charge of the Architect and/or Engineer-of-Record will be required prior to using this document for Bidding, Permitting, or Construction.

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Paul L.

Date:

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Drawn by:

L.S.

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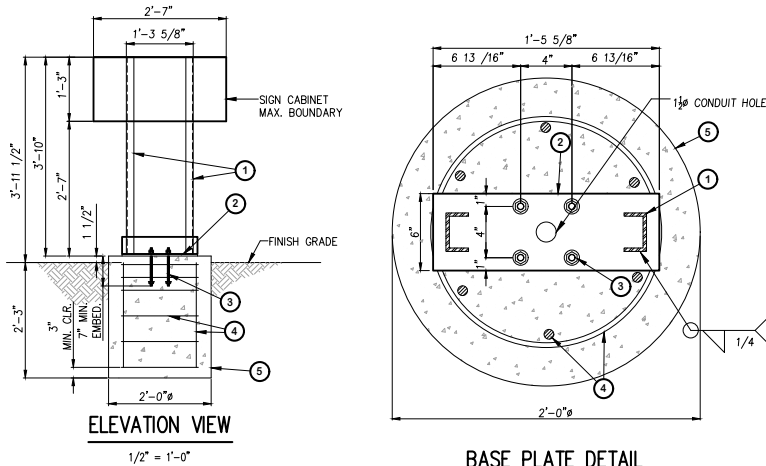
21-253

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Size	Sq. Ft. ¹	Sq. Ft. ²	Volts	Amps
46" (1168mm)	0.94	7.99	120	0.85

1: Figured as illuminated center part
2: Figured as complete signage



- 1 (2) CS 3x1.60 ALUMINUM CHANNEL PER ELEVATION AND BASE PLATE DETAIL HEREON.
- 2 5/8" THK. ALUMINUM BASE PLATE (17.63"x6") PER BASE PLATE DETAIL HEREON.
- 3 (4) 1/2" THK. THREADED HOT DIPPED GALVANIZED ANCHOR RODS (ASTM F1554 GRADE 55) WITH GALVANIZED HARDWARE PER ELEVATION AND BASE PLATE DETAIL HEREON.
- 4 HORIZ: (3) #3 TIES AT 3" O.C. AND THEN (3) #3 TIES AT 6" O.C.
VERT: (6) #4 BAR SPACES EVENLY AROUND PERIMETER CLEARANCE 3" MIN. TO EDGE OF CONC.
- 5 CONCRETE FOOTING PER PLAN AND SPECIFICATIONS HEREON.

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(26.6-1)	Wind Speed (V):	130	mph per ATC Council
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(26.8-2)	Topo Fac. (K_{zt}):	1	(unless unusual terrain)
(26.8)	Ground Elev. Fac. (K_g):	1	(for all elevation)
(26.11)	Gust Effect Fac. (G):	0.85	
	s (height of affected area)	1.25	ft
	h (height)	4	ft
	B (width of affected area)	2.583	ft
	z/h	0.31	
	B/z	2.07	
	Force Coefficient (C_f):	1.794	
	Velocity pressure exposure coefficient (K_z):		(Table 29.3-1)
	for $s/h=1$, add 10%		ASCE fig. 29.4-1 therefore: 1.0
	If 2 poles, spacing between:	1.3	O.C.

Structure Component	Height at section c.g. ft	K_z factor	q_s psf	$q_s "G" "C_f"$ psf	A_v ft ²	Shear lb	Wind Moment lb-ft
1	0.33	0.85	31.26	47.66	0.5	24	8
2	3.38	0.85	31.26	47.66	3.3	357	532
Forces at finish grade		2 pole distribution factor	0.90	4	163	484	

DIRECT BURIAL FOOTING:

M_u	0.48	k-ft	(0.68 M_u)	0.29	k-ft	w	1.3	IBC 1805.3.2
V_u	0.16	kips	(0.68 V_u)	0.10	kips			
P	0.13	kips	S1: Sed/3			200.00	psf	IBC 1806.1
Base	2	ft	A: 2.34" (51.5ab)			1068	psf MAX	IBC 1806.3.4
Depth	2.25	ft deep				0.74	ft	IBC 1807.3.2.1
h	2.98	ft	d: 0.54d (1+3+4+30.8a)			1.07	ft	
q_u	100	psf/ft						
S_u	266.667	psf/ft	IBC Table 1806.2					

BASE PLATE DESIGN:

Base Plate Check		Size:		Nominal Yield Moment	
Mun	0.484 k-ft	1:	0.625 in	Mnpfy*Z:	1.46 k-in
	5.81 k-in	S:	4 in	φu	0.9
Vun	0.16 kip	Arm:	0.5 in	φMujo:	1.32 k-in
		b eff:	1 in	Demand/Capacity:	0.28 OKAY
		n:	2 bolts		
Tgrp	1.45 kip	Aluminum 6061-T6		Nominal Yield Moment	
Tbr	0.73 kip/bolt	Ptaw:	24 ksi	Mnpfy*Z:	2.34 k-in
Mu PL:	0.4 k-in	Ptyw:	15 ksi	φu	0.9
		Fcyw:	15 ksi	φMujo:	2.11 k-in
S (in³):	0.065	Kt:	1	Demand/Capacity:	0.17 OKAY
Z (in³):	0.098				

ALUMINUM COLUMN DESIGN:

Check Aluminum Rectangular Tube							
Mu	0.484	k-ft	Mut	5.809	k-in	Aluminum 6061-T6	
Size	C3x1.6		Sx	1.310	in³	Ftys	24 ksi
			Zx	1.510	in³	Ftys	15 ksi
			Req Z	0.39		Fcys	15 ksi
						Kt	1
Normal Yield Moment				Nominal Rupture Moment			
Mnp	22.65	k-in		Mnp	36.24	k-in	
φu	0.9			φu	0.9		
φuMnp	20.39	k-in		φuMnp	32.62	k-in	
D/C:	0.28			D/C:	0.18		

Project:



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Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



YOSIMAR RAMOS
R.C.E. 89832
LIC. EXP 06/30/21

PREPARED BY:



YR ENGINEERING LP
424 E. MAITLAND ST.
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PHONE: (626) 374-5881
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NO	REVISION	BY	APPROVED	DATE	

STARBUCKS DRIVE THRU SIGNAGE DIRECTIONAL SIGNAGE VARIOUS LOCATIONS, CALIFORNIA

PREPARED FOR: SIGN INDUSTRIES, INC.

CHECKED BY: YR	JOB NO: 2012-00	SHEET: 1 OF 1
DISREGARD PRINTS BEARING EARLIER REVISION DATES	10-22-20	12-15-20



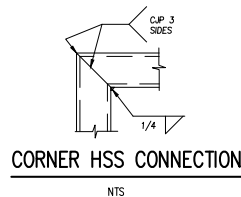
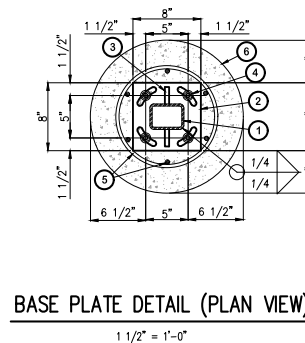
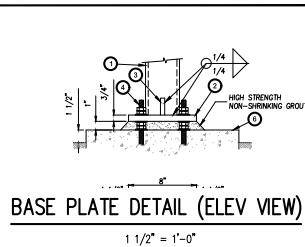
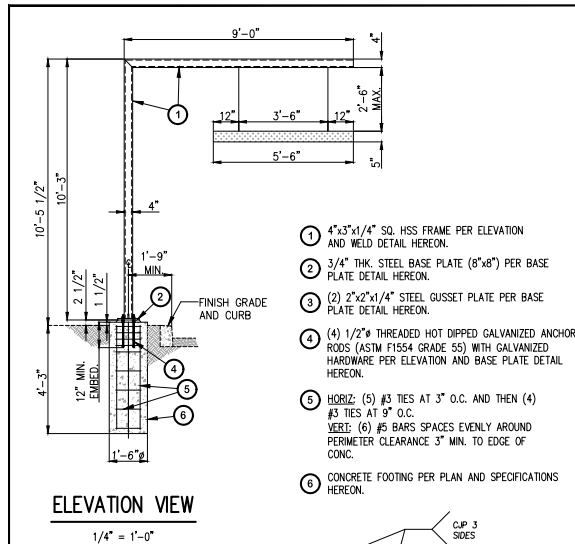
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Drawing No

21-253

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STEEL:

- SQUARE/REC HSS STEEL: ASTM A500GR. B Fy=46 KSI
- PLATE STEEL: ASTM A36 Fy=36 KSI
- STRUCTURAL STEEL MEMBERS SHALL BE SHEARED, FORMED, PUNCHED, WELDED, AND PAINTED BY THE MANUFACTURER. ALL SHOP CONNECTIONS SHALL BE WELDED IN CONFORMANCE WITH STANDARDS BASED UPON THE CURRENT EDITION OF AWS/AWS D1.1. WELDERS AND WELDING OPERATORS SHALL BE QUALIFIED AS PROVIDED IN THE CODE.

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SEISMIC DESIGN CATEGORY: D
IMPORTANCE FACTOR: 1.0
RESPONSE MODIFICATION FACTOR: Rp=3.0
AMPLIFICATION FACTOR: Ap=2.5

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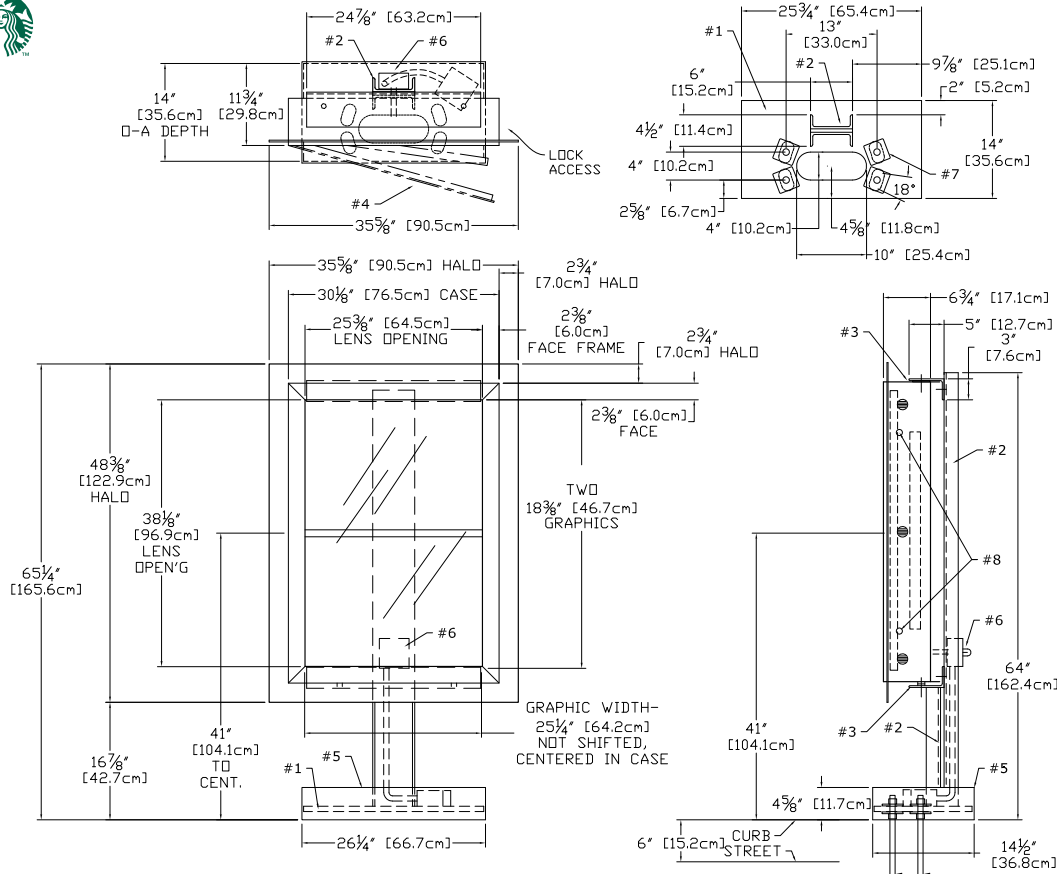
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(29.3-1)	Freq. "G" C/F, A	(26.10-1)	q _s = 0.00256 V _s ² / z _{s / K_z / K_d / K_e / K_g / K_h / K_i / K_j / K_k / K_l / K_m / K_n / K_o / K_p / K_q / K_r / K_s / K_t / K_u / K_v / K_w / K_x / K_y / K_z / K_{aa} / K_{ab} / K_{ac} / K_{ad} / K_{ae} / K_{af} / K_{ag} / K_{ah} / K_{ai} / K_{aj} / K_{ak} / K_{al} / K_{am} / K_{an} / K_{ao} / K_{ap} / K_{aq} / K_{ar} / K_{as} / K_{at} / K_{au} / K_{av} / K_{aw} / K_{ax} / K_{ay} / K_{az} / K_{ba} / K_{bb} / K_{bc} / K_{bd} / K_{be} / K_{bf} / K_{bg} / K_{bh} / K_{bi} / K_{bj} / K_{bk} / K_{bl} / K_{bm} / K_{bn} / K_{bo} / K_{bp} / K_{bq} / K_{br} / K_{bs} / K_{bt} / K_{bu} / K_{bv} / K_{bw} / K_{bx} / K_{by} / K_{bz} / K_{ca} / K_{cb} / K_{cc} / K_{cd} / K_{ce} / K_{cf} / K_{cg} / K_{ch} / K_{ci} / K_{cj} / K_{ck} / K_{cl} / K_{cm} / K_{cn} / K_{co} / K_{cp} / K_{cq} / K_{cr} / K_{cs} / K_{ct} / K_{cu} / K_{cv} / K_{cw} / K_{cx} / K_{cy} / K_{cz} / K_{da} / K_{db} / K_{dc} / K_{dd} / K_{de} / K_{df} / K_{dg} / K_{dh} / K_{di} / K_{dj} / K_{dk} / K_{dl} / 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Design ID#14120



PRE-MENU SIGN



H DRIVE THRU PRE-MENU SIGN~ Qty (1)
INSTALLATION ONLY

Sign Specifications:

- #1 - 3/4" [19mm] STEEL BASE PLATE w/ 18deg HOLES PATTERN LEFT SQUARE / SYMMETRICAL
- #2 - C6X10.5 (6"x2"x5/16") STEEL POST (1x)
- #3 - 5"x3"x1/4" STEEL SUPPORT ANGLES (2x) (WELDED TO STEEL POST)
- #4 - EXTRUDED ALUMINUM MENU BOARD (1x) ONE SPLIT PANEL LIGHTBOX TWO 25 1/4"x18 3/8" GRAPHICS GRAPHIC ASSEMBLY CENTERED, NOT SHIFTED STANDARD LED TUBE LIGHTING, SIDE LOCKS

- #5 - WELDED ALUMINUM BASE COVER
- #6 - WATER-TIGHT BOX w/SWITCHES & SENSOR, RIDGID CONDUIT RUN TO SECOND EXT BOX BELOW BASE COVER, 120 WATT, 0.30Aac
- #7 - 8 BASE WASHERS, 1/4" THICK
- #8 - TWO SIDE MOUNT LOCKS, RETAIN EXISTING KEY #E3-26-819-15

APPROVED
02/04/14

RAL7021 BLACK GREY, 10% SHEEN, EXT

DT PRE ORDER FREESTANDING		11036584
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DSA/PHOTOTECH 16961 Central Avenue, Carson, CA 90746 (310) 537-5000 (310) 537-7060 Fax phubbell@dsaphototech.com		
DRIVE THRU PRE ORDER w/ STAND		
PAH	DATE 02/13/14	QCSBEDTPRELED
		SCALE 1:16

Scale: 3/4" = 1'

Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

6-23-21

Drawn by:

L.S.

1	08-11-21	LS
2	08-23-21	LS
3		
4		
5		
6		

Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



2101 Carrillo Private, Ontario, CA 91761
(909) 930-0303 Fax: (909) 930-0308
E-mail: design@signindustries.tv
Web: www.signindustries.tv

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Drawing No

21-253



Page: 8.0

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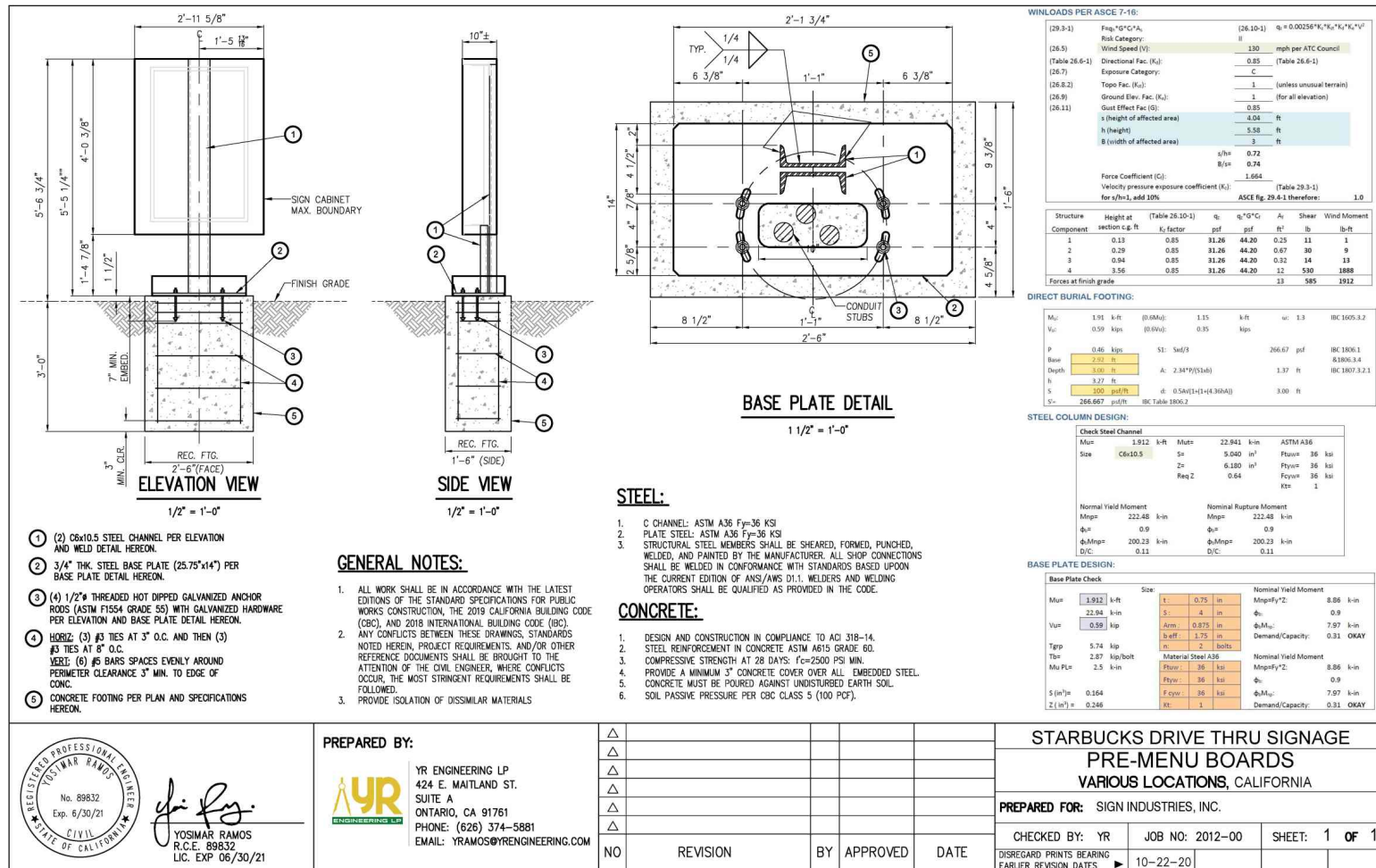
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Drawing No

21-253

Page: 8.1



Yosmar Ramos
YOSMAR RAMOS
R.C.E. 89832
LIC. EXP 06/30/21

PREPARED BY:



YR ENGINEERING LP
424 E. MAITLAND ST.
SUITE A
ONTARIO, CA 91761
PHONE: (626) 374-5881
EMAIL: YRAMOS@YRENGINEERING.COM

NO	REVISION	BY	APPROVED	DATE

STARBUCKS DRIVE THRU SIGNAGE
PRE-MENU BOARDS
VARIOUS LOCATIONS, CALIFORNIA

PREPARED FOR: SIGN INDUSTRIES, INC.

CHECKED BY: YR	JOB NO: 2012-00	SHEET: 1 OF 1
DISREGARD PRINTS BEARING EARLIER REVISION DATES	10-22-20	



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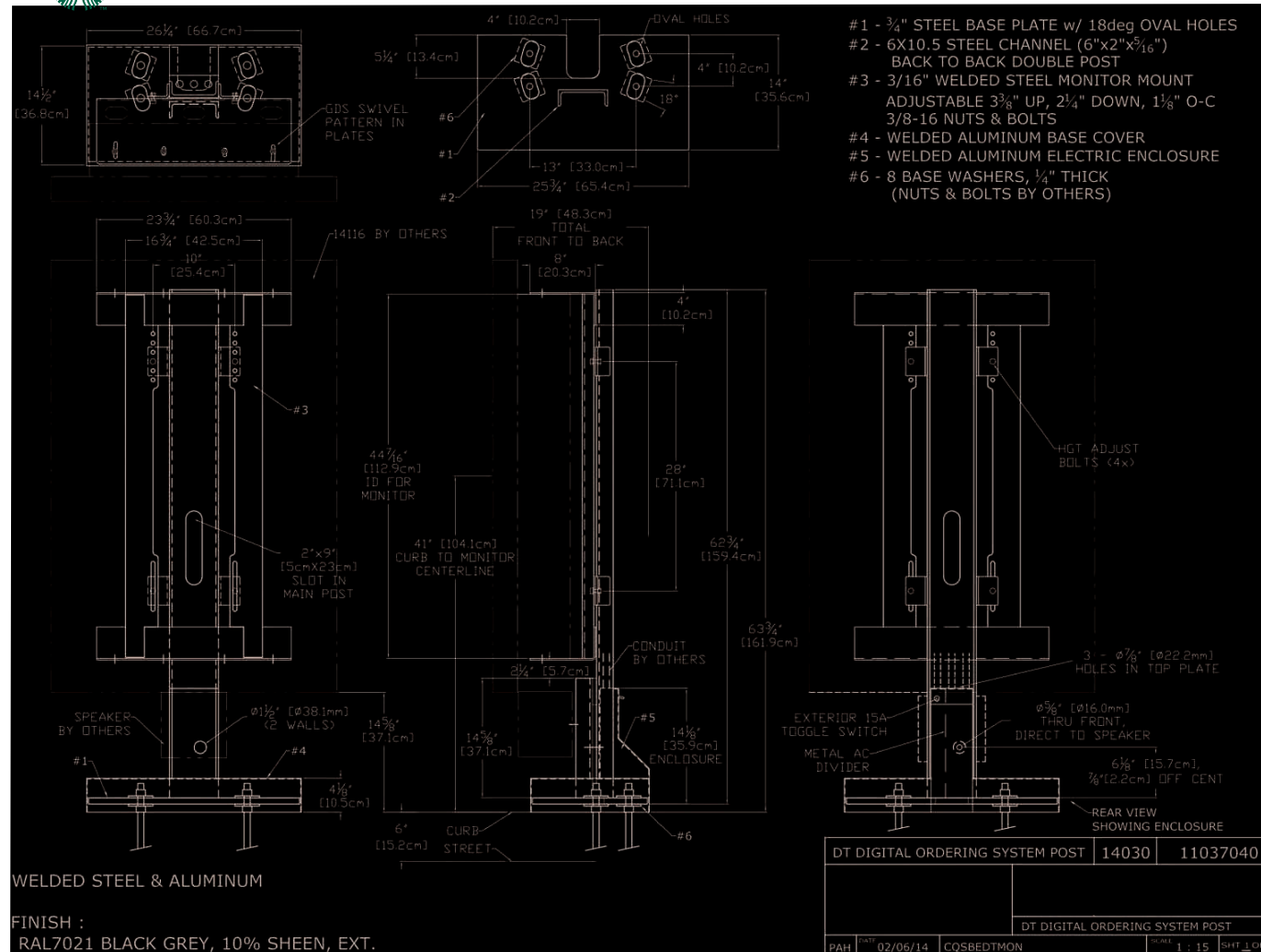
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Drawing No

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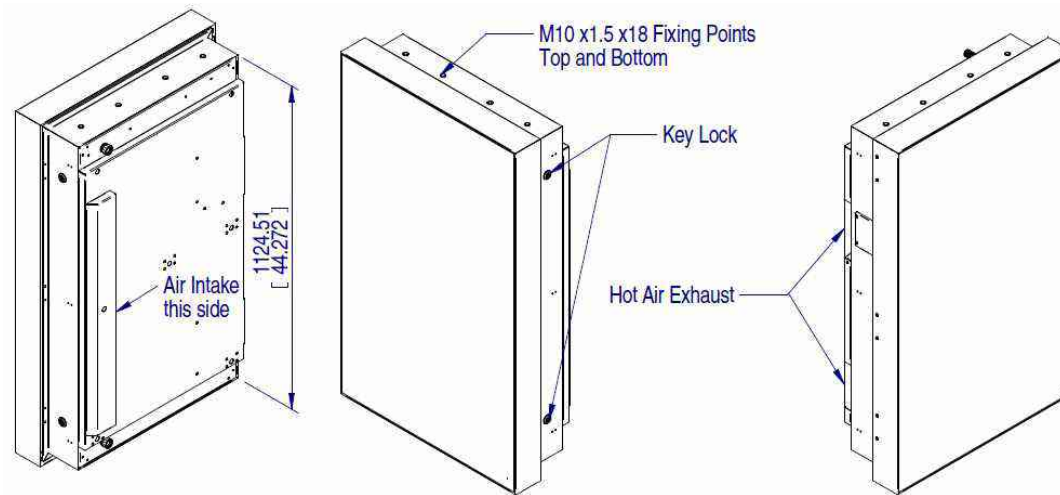
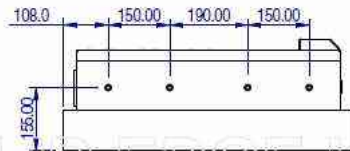
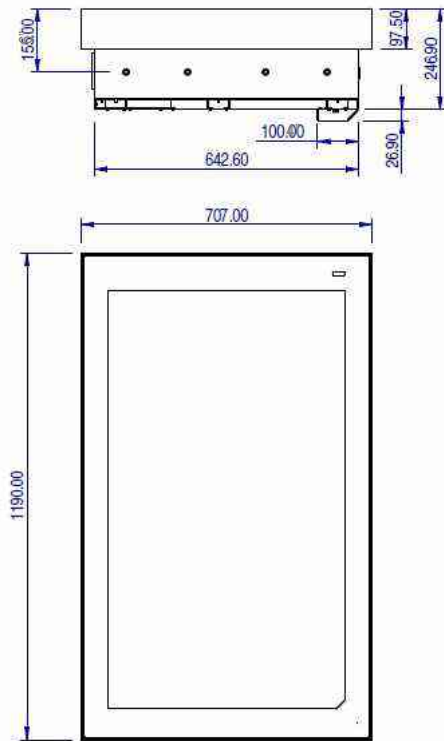
Page: 9.0



H DRIVE THRU DIGITAL ORDER POST~ Qty (1)
INSTALLATION ONLY

NTS

Design ID#14116



Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:
6-23-21

Drawn by:
L.S.

1	08-11-21	L.S.
2	08-23-21	L.S.
3		
4		
5		
6		

Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



2101 Carrillo Private, Ontario, CA 91761
(909) 930-0303 Fax: (909) 930-0308
E-mail: design@signindustries.tv
Web: www.signindustries.tv

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Drawing No

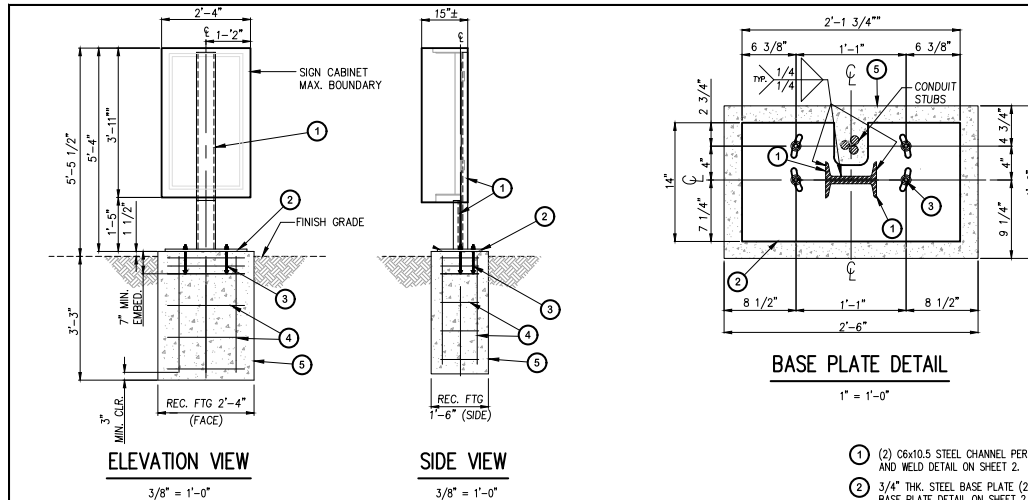
21-253



Page: 9.1

H.1 DRIVE THRU DIGITAL ORDER SCREEN~ Qty (1)
INSTALLATION ONLY ON

NTS



GENERAL NOTES:

- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THE 2019 CALIFORNIA BUILDING CODE (CBC), AND 2018 INTERNATIONAL BUILDING CODE (IBC).
- ANY CONFLICTS BETWEEN THESE DRAWINGS, STANDARDS NOTED HEREIN, PROJECT REQUIREMENTS, AND/OR OTHER REFERENCE DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER, WHERE CONFLICTS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
- PROVIDE ISOLATION OF DISSIMILAR MATERIALS

STEEL:

- C CHANNEL: ASTM A36 F_y=36 KSI
- PLATE STEEL: ASTM A36 F_y=36 KSI
- STRUCTURAL STEEL MEMBERS SHALL BE SHEARED, FORMED, PUNCHED, WELDED, AND PAINTED BY THE MANUFACTURER. ALL SHOP CONNECTIONS SHALL BE WELDED IN CONFORMANCE WITH STANDARDS BASED UPON THE CURRENT EDITION OF ANSI/AWS D1.1. WELDERS AND WELDING OPERATORS SHALL BE QUALIFIED AS PROVIDED IN THE CODE.

DESIGN CRITERIA:

- STRUCTURE IS DESIGNED IN ACCORDANCE WITH ASCE 7-16
- BASIC WIND SPEED: 130 MPH
- RISK CATEGORY: II
- EXPOSURE CATEGORY: C
- SITE CLASS: D
- OCCUPANCY CATEGORY: II
- SEISMIC DESIGN CATEGORY: D
- IMPORTANCE FACTOR: 1.0
- RESPONSE MODIFICATION FACTOR: R_p=3.0
- AMPLIFICATION FACTOR: A_p=2.5

CONCRETE:

- DESIGN AND CONSTRUCTION IN COMPLIANCE TO ACI 318-14.
- STEEL REINFORCEMENT IN CONCRETE ASTM A615 GRADE 60.
- COMPRESSIVE STRENGTH AT 28 DAYS: f'_c=2500 PSI MIN.
- PROVIDE A MINIMUM 3" CONCRETE COVER OVER ALL EMBEDDED STEEL.
- CONCRETE MUST BE POURED AGAINST UNDISTURBED EARTH SOIL.
- SOIL PASSIVE PRESSURE PER CBC CLASS 5 (100 PCF).

WINLOADS PER ASCE 7-16:

(29.3-1)	F _{rw} =G*G _r *A _r	(26.10-1)	q _s = 0.00256*K _z *K _{dt} *K _e *K _g *V ²
Risk Category:	II		
(26.5)	Wind Speed (V):	130	mph per ATC Council
(Table 26.6-1)	Directional Fac. (K _d):	0.85	(Table 26.6-1)
(26.7)	Exposure Category:	C	
(26.8.2)	Topo Fac. (K _a):	1	(unless unusual terrain)
(26.9)	Ground Elev. Fac. (K _g):	1	(for all elevation)
(26.11)	Gust Effect Fac. (G):	0.85	
	z (height of affected area)	4.4	ft
	h (height)	5.9	ft
	B (width of affected area)	2.92	ft
	s/h=	0.75	
	B/s=	0.66	
	Force Coefficient (C _f):	1.661	
	Velocity pressure exposure coefficient (K _z):		(Table 29.3-1)
	for s/h=1, add 10%		ASCE fig. 29.4-1 therefore:
			1.0

Structure Component	Height at section c.g. ft	K _f factor	q _s psf	q _s *G*G _r psf	A _r ft ²	Shear lb	Wind Moment lb-ft
1	0.1	0.85	31.26	44.13	0.56	25	2
2	0.88	0.85	31.26	44.13	0.69	30	27
3	3.76	0.85	31.26	44.13	12.84	967	2190
Forces at final grade:					14	622	2160

DIRECT BURIAL FOOTING:

M _u	2.16 k-ft	(0.6M _u)	1.30	k-ft	ω = 1.3	IBC 1805.3.2
V _u	0.62 kips	(0.6V _u)	0.37	kips		
P	0.48 kips	S ₁ : S ₂ /3		288.89 psf		IBC 1806.1
Base	2.77 ft					IBC 1806.3.4
Depth	3.25 ft deep	A ₁ : 2.34*P/(S ₁ S ₂)		1.42 ft		IBC 1807.3.2.1
h	3.47 ft					
S	100 psf/ft	d ₁ : 0.5A ₁ /(1+(1+4.30A ₁))		3.13 ft		
S' ₂	266.667 psf/ft	IBC Table 1806.2				

STEEL COLUMN DESIGN:

Check Steel Channel						
M _u	2.160 k-ft	M _u /φ	25.915 k-in	ASTM A36		
Size	C6x10.5	S _x	5.040 in ³	F _y w _x	36 ksi	
		Z _x	6.180 in ³	F _y w _y	36 ksi	
		Req Z	0.72	F _y w _y	36 ksi	
				K _t	1	
Nominal Yield Moment						
M _{np}	222.48 k-in					
φ _y	0.9					
φ _y M _{np}	200.23 k-in					
D/C:	0.13					

BASE PLATE DESIGN:

Base Plate Check						
M _u	2.160 k-ft	Size:	t: 0.75 in	Nominal Yield Moment		
V _u	0.62 kip	S _x	4 in	M _{np} =F _y *Z _x	20.25 k-in	
		Arm:	2 in	φ _y	0.9	
		S _y	4 in	φ _y M _{np}	18.23 k-in	
		Req:	2 bolts	Demand/Capacity:	0.36 OKAY	
T _{np}	6.48 kip	Steel A36				
M _u PL	6.5 k-in	F _y w _x	36 ksi	Nominal Yield Moment		
		F _y w _y	36 ksi	M _{np} =F _y *Z _y	20.25 k-in	
		F _y w _x	36 ksi	φ _y	0.9	
		M _u	1	φ _y M _{np}	18.23 k-in	
				Demand/Capacity:	0.36 OKAY	



YOSIMAR RAMOS
R.C.E. 89832
LIC. EXP 06/30/21

PREPARED BY:
YR ENGINEERING LP
424 E. MAITLAND ST.
SUITE A
ONTARIO, CA 91761
PHONE: (626) 374-5881
EMAIL: YRAMOS@YRENGINEERING.COM

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Δ					
NO	REVISION	BY	APPROVED	DATE	

STARBUCKS DRIVE THRU SIGNAGE
DIGITAL ORDER SCREEN DETAILS
VARIOUS LOCATIONS, CALIFORNIA
PREPARED FOR: SIGN INDUSTRIES, INC.
CHECKED BY: YR **JOB NO: 2012-00** **SHEET: 1 OF 1**
DISCARD PRINTS BEARING **10-22-20** **EARLIER REVISION DATES**

Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date: 6-23-21 Drawn by: L.S.

1	08-11-21	LS
2	08-23-21	LS
3		
4		
5		
6		

Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



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(909) 930-0303 Fax: (909) 930-0308
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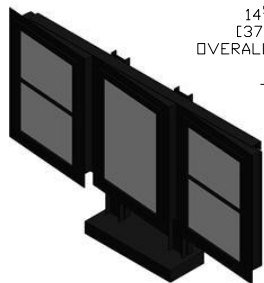
Drawing No

21-253

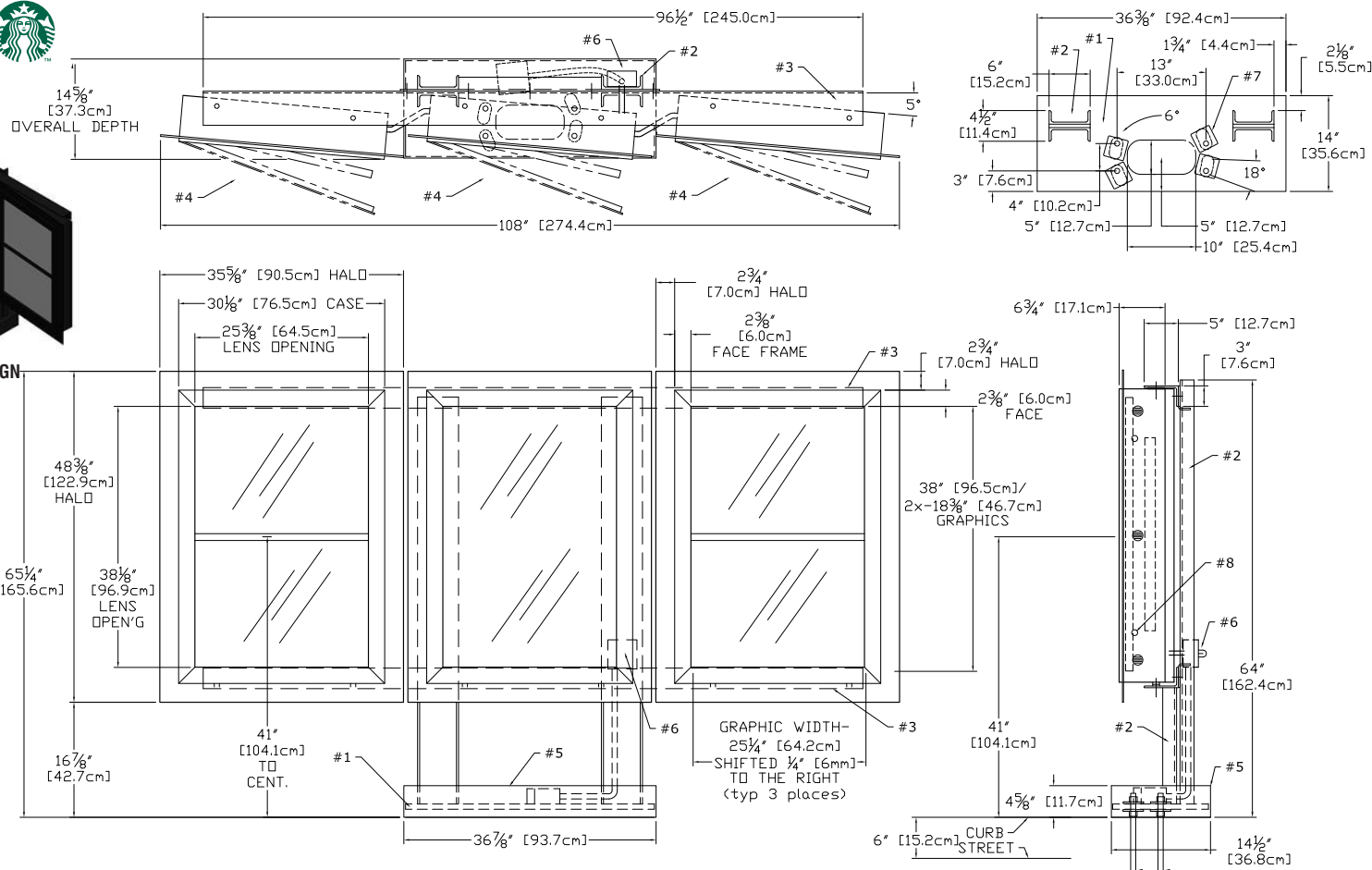
Page: 9.2



Design ID#14119



5-PANEL MENU SIGN



J DRIVE THRU 5-PANEL MENU SIGN~ Qty (1)
INSTALLATION ONLY

Sign Specifications:

- #1 - 3/4" [19mm] STEEL BASE PLATE w/ 18deg HOLES PATTERN ROTATED FOR 15deg THRU 3deg POSITION
- #2 - C6X10.5 (6"x2"x5/16") STEEL POST (2x)
- #3 - 5"x3"x1/4" STEEL SUPPORT ANGLES (2x) (BOLTED TO WELDED 1/4" STEEL CROSSBARS)
- #4 - EXTRUDED ALUMINUM MENU BOARDS (3x) ONE FULL AND TWO SPLIT PANEL LIGHTBOXES ONE - 25 1/4"x38" AND FOUR 25 1/4"x18 3/8" GRAPHICS ALL GRAPHIC ASSEMBLIES SHIFTED 1/4" TO RIGHT STANDARD LED TUBE LIGHTING, SIDE LOCKS

- #5 - WELDED ALUMINUM BASE COVER
- #6 - WATER-TIGHT BOX w/SWITCH & SENSOR, RIDGID CONDUIT RUN TO SECOND EXT BOX BELOW BASE COVER, 120 WATT, 0.90Aac
- #7 - 8 BASE WASHERS, 1/4" THICK
- #8 - TWO SIDE MOUNT LOCKS per MENUBOARD RETAIN EXISTING KEY #E3-26-819-15

APPROVED
02/06/14

RAL7021 BLACK GREY, 10% SHEEN, EXT

DT 5 PANEL FREESTANDING		14119	11036585
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DRIVE THRU 5 PANEL w/ STAND		SCALE 1 : 20 SHT 1 OF 1	
PAH	DATE 02/06/14	CQSBDT5LED	

Scale: 1" = 3/4"

Sq. Ft.
36

Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

6-23-21

Drawn by:

L.S.

1	08-11-21	LS
2	08-23-21	LS
3		
4		
5		
6		

Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



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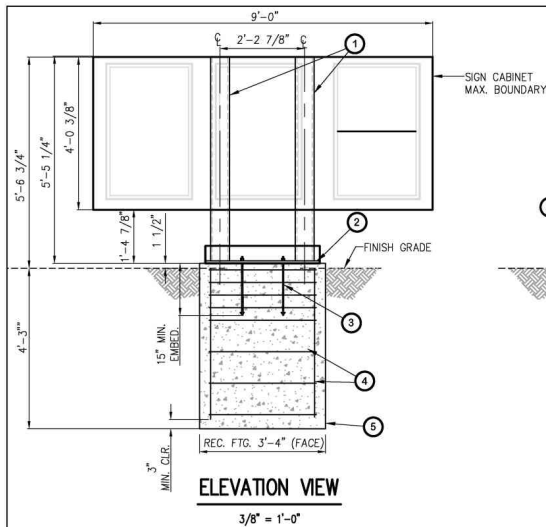
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Drawing No

21-253

Page: **10.0**



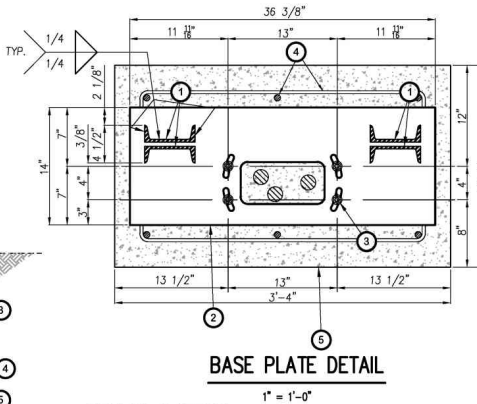


STEEL:

1. C CHANNEL: ASTM A36 $F_y=36$ KSI
2. PLATE STEEL: ASTM A36 $F_y=36$ KSI
3. STRUCTURAL STEEL MEMBERS SHALL BE SHEARED, FORMED, PUNCHED, WELDED, AND PAINTED BY THE MANUFACTURER. ALL SHOP CONNECTIONS SHALL BE WELDED IN CONFORMANCE WITH STANDARDS BASED UPON THE CURRENT EDITION OF AWS D1.1. WELDERS AND WELDING OPERATORS SHALL BE QUALIFIED AS PROVIDED IN THE CODE.

CONCRETE:

1. DESIGN AND CONSTRUCTION IN COMPLIANCE TO ACI 318-14.
2. STEEL REINFORCEMENT IN CONCRETE ASTM A615 GRADE 60.
3. COMPRESSIVE STRENGTH AT 28 DAYS: $f'_c=2500$ PSI MIN.
4. PROVIDE A MINIMUM 3" CONCRETE COVER OVER ALL EMBEDDED STEEL.
5. CONCRETE MUST BE POURED AGAINST UNDISTURBED EARTH SOIL.
6. SOIL PASSIVE PRESSURE PER CBC CLASS 5 (100 PCF).



DESIGN CRITERIA:

1. STRUCTURE IS DESIGNED IN ACCORDANCE WITH ASCE 7-16
BASIC WIND SPEED: 130 MPH
RISK CATEGORY: II
EXPOSURE CATEGORY: C
SITE CLASS: D
OCCUPANCY CATEGORY: II
SEISMIC DESIGN CATEGORY: D
IMPORTANCE FACTOR: 1.0
RESPONSE MODIFICATION FACTOR: $R_p=3.0$
AMPLIFICATION FACTOR: $A_p=2.5$

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THE 2019 CALIFORNIA BUILDING CODE (CBC), AND 2018 INTERNATIONAL BUILDING CODE (IBC).
2. ANY CONFLICTS BETWEEN THESE DRAWINGS, STANDARDS NOTED HEREIN, PROJECT REQUIREMENTS, AND/OR OTHER REFERENCE DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER. WHERE CONFLICTS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
3. PROVIDE ISOLATION OF DISSIMILAR MATERIALS

WINLOADS PER ASCE 7-16:

(29.3-1)	$F_{req} = G \cdot C_e \cdot A_s$	(26.10-1)	$q_s = 0.00256 \cdot K_z \cdot K_{zt} \cdot K_d \cdot V^2$
(26.5)	Wind Speed (V):	II	130 mph per ATC Council
(Table 26.6-1)	Directional Fac. (K_d):	0.85	(Table 26.6-1)
(26.7)	Exposure Category:	C	
(26.8.2)	Topo Fac. (K_{zt}):	1	(unless unusual terrain)
(26.9)	Ground Elev. Fac. (K_z):	1	(for all elevation)
(26.11)	Gust Effect Fac. (G):	0.85	
	s (height of affected area)	4.04	ft
	h (height)	5.58	ft
	B (width of affected area)	9	ft
	q/h	0.72	
	q/s	2.23	
	Force Coefficient (C_f):	1.589	
	Velocity pressure exposure coefficient (K_z):		(Table 29.3-1)
	for $s/h=1$, add 10%	ASCE fig. 29.4-1 therefore:	1.0

Structure Component	Height at section c.g. ft	K_z factor	q_s psf	$q_s \cdot G \cdot C_e$ psf	A_v ft ²	Shear lb	Wind Moment lb-ft
1	0.23	0.85	31.26	44.23	1.53	65	15
2	0.48	0.85	31.26	44.23	2	84	41
3	2.56	0.85	31.26	44.23	36.38	1536	5469
					40	2191	7182

DIRECT BURIAL FOOTING:

M_u	5.52	k-ft	(0.6M _u)	3.31	k-ft	w : 1.3	IBC 1605.3.2
V_u	1.69	kips	(0.6V _u)	1.01	kips		
P	1.31	kips					
Base	3.95	ft. dia.					
Depth	4.75	ft. deep					
h	3.78	ft					
S	100	pcf/ft					
S'	286.667	pcf/ft					

STEEL COLUMN DESIGN:

Check Steel Channel						
M_u	7.182	k-ft	M_u	86.183	k-in	ASTM A36
Size	C6x10.5		S_x	5.040	in ³	$F_{tuy} = 36$ ksi
			Z_x	6.180	in ³	$F_{tyw} = 36$ ksi
			Req Z	2.39		$F_{cyw} = 36$ ksi
						$K_t = 1$
Normal Yield Moment				Nominal Rupture Moment		
M_{ny}	222.48	k-in	M_{ny}	222.48	k-in	
ϕ_y	0.9		ϕ_y	0.9		
$\phi_y M_{ny}$	200.23	k-in	$\phi_y M_{ny}$	200.23	k-in	
D/C	0.43		D/C	0.43		

BASE PLATE DESIGN:

Base Plate Check								
Mu=	7.182	k-ft	Size:	t:	0.75	in	Nominal Yield Moment	
	86.18	k-in	Sx	4	in	Mnfy*Z:	20.25 k-in	
Vu=	2.19	kip	Arm	0.375	in	phi	0.9	
			b-eff:	4	in	PhiMu:	18.23 k-in	
			n:	2	bolts	Demand/Capacity:	0.22 OKAY	
Tgrp	21.55	kip	Steel A36					Nominal Yield Moment
Tbr	10.77	kip/bolt	Ftuw	36	ksi	Mnfy*Z:	20.25 k-in	
Mu PL=	4.0	k-in	Ftyw	36	ksi	phi	0.9	
S (in^3)	0.375		Fcyw	36	ksi	PhiMu:	18.23 k-in	
Z (in^3)	0.563		Kt	1		Demand/Capacity:	0.22 OKAY	

STARBUCKS DRIVE THRU SIGNAGE

5-PANEL MENU BOARD

VARIOUS LOCATIONS, CALIFORNIA

PREPARED FOR: SIGN INDUSTRIES, INC.

CHECKED BY: YR	JOB NO: 2012-00	SHEET: 1 OF 1
DISREGARD PRINTS BEARING EARLIER REVISION DATES	10-22-20	

Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

6-23-21

Drawn by:

L.S.

1	08-11-21	LS
2	08-23-21	LS
3		
4		
5		
6		

Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



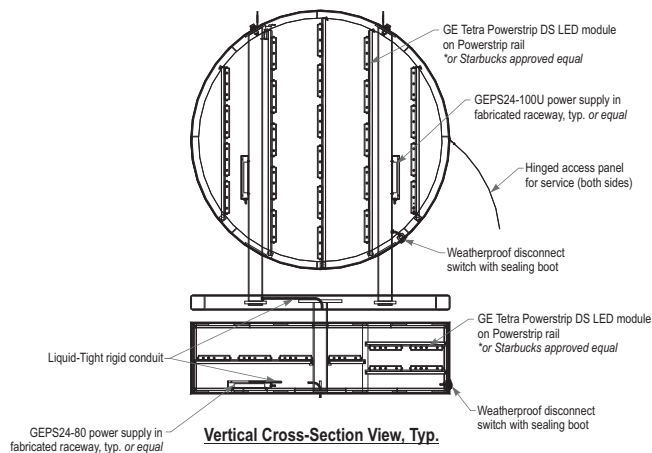
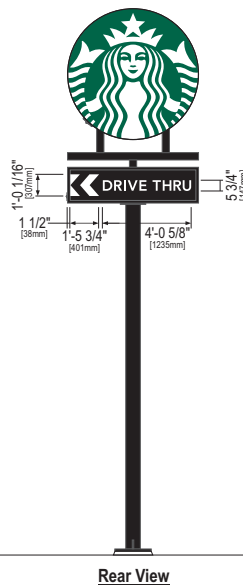
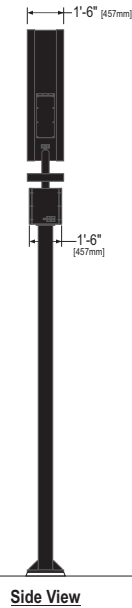
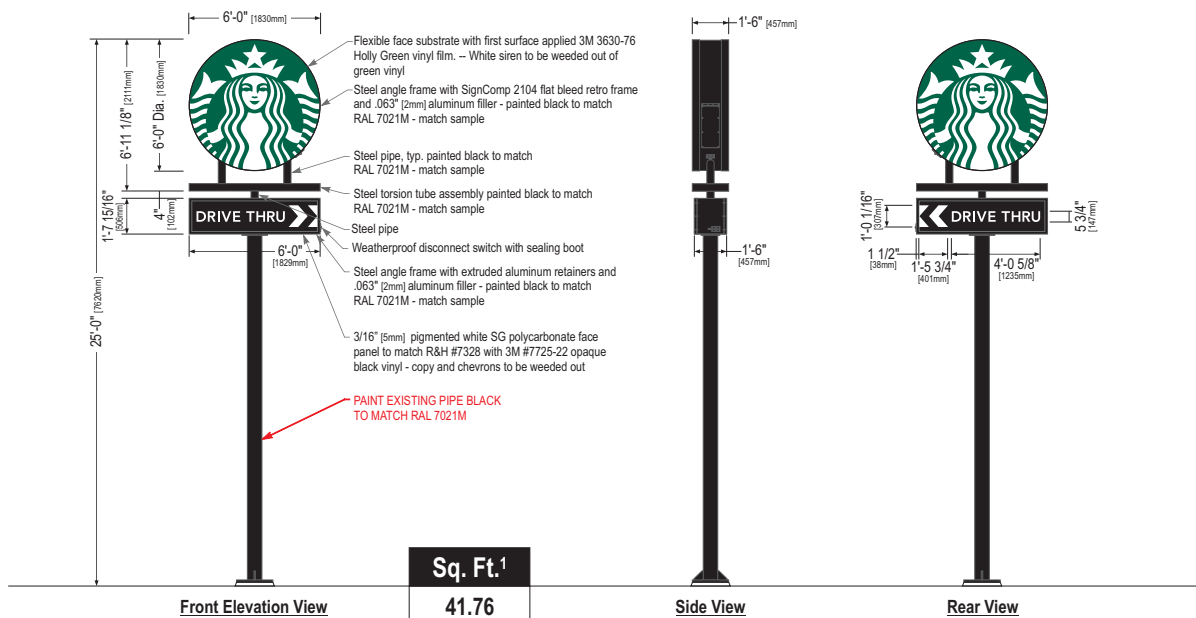
2101 Cerrillo Privado, Ontario, CA 91761
(909) 930-0303 Fax: (909) 930-0308
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Drawing No

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Page: 10.1



K NEW LOGO AND CABINET FOR EXISTING POLE
QTY (1)

Scale: 3/8" = 1'-0"

Sign Specifications:

- Disk Cabinet:**
- Steel angle frame with .063" [2mm] aluminum filler painted black to match RAL 7021M.
 - SignComp retro bleed flex face retainer painted black to match RAL 7021M.
 - Areas using black paint to match RAL 7021M shall have a max 20% gloss level, match sample.
 - Flexible face substrate with first surface applied 3M 3630-76 Holly Green vinyl film. White siren to be weeded out of green vinyl.
 - Interior aluminum surfaces of sign cabinet to be painted white with Lacryl Starbrite.
 - All fasteners used in the assembly of internal components shall be coated to prevent corrosion.
 - Internal structure of cabinet shall be per approved shop drawings.
 - Graphic elements are internally illuminated using GE Tetra Powerstrips DS LED modules mounted on GE Powerstrip Rail operating off (2) GEPS24-100U power supplies in fabricated raceways or Starbucks approved equal. All electrical components are removable for service.
 - Torsion tube assembly to be constructed of 4"x 4" x 1/4" [102mm x 102mm x 6mm] square steel tube with .063" [2mm] aluminum filler, top and bottom. Assembly painted black to match RAL 7021M.

Drive Thru Cabinet:

- Steel angle frame with extruded aluminum retainers and .063" [2mm] aluminum filler painted black to match RAL 7021M.
- Areas using black paint to match RAL 7021M shall have a max 20% gloss level, match sample.
- 3/16" [5mm] pigmented white solar grade polycarbonate face panel to match R&H #7328 with 3M #7725-22 opaque black vinyl - copy and chevrons to be weeded out.
- Interior aluminum surfaces of sign cabinet to be painted white with Lacryl Starbrite.
- All fasteners used in the assembly of internal components shall be coated to prevent corrosion.
- Internal structure of cabinet shall be per approved shop drawings.
- Graphic elements are internally illuminated using GE Tetra Powerstrips DS LED modules mounted on GE Powerstrip Rail operating off (1) GEPS24-80 power supply in fabricated raceway or Starbucks approved equal. All electrical components are removable for service.

Support:

- Supporting structure will be all welded steel tube, pipe, channel and plate construction painted black to match RAL 7021M as per approved shop drawings.
- Base plate will be constructed so that it can be retro-fittable to existing sign foundations. All foundations, existing and new must be analyzed for suitability and must meet all local city or state codes regulations.

Regulatory:

- Sign must meet all regulations in the National Electric Code as well as any local or state electrical codes.
- As per NEC 600.6, sign is equipped with a service disconnect switch.
- Sign must be listed as an Electric Sign per Underwriters Laboratories UL48 and/or CSA and bear the appropriate UL, CUL or CSA relevant certification marks.
- Primary power by electrical contractor per NEC.



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Size	Sq. Ft. ¹	Sq. Ft. ²	Volts	Amps
25' (7620mm)	41.76	45.97	120	3.1

1: Figured as illuminated area
2: Figured as complete signage

Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

6-23-21

Drawn by:

L.S.

1	08-11-21	LS
2	08-23-21	LS
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Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



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Drawing No

21-253



Page: 11.0



Design ID #14110

1) PrismBEAM FIXTURES LAID OUT 12" CENTER TO CENTER

2) LAYOUT BASED ON THE PrismBEAM BEING MOUNTED 5"-10" FROM FACE

3) SEE INSTALLATION INSTRUCTIONS FOR QUANTITY OF POWER SUPPLIES FOR PrismBEAM FIXTURES

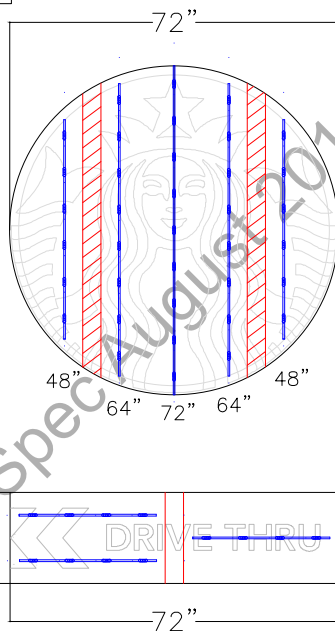
4) HORIZONTAL MOUNTING OF PrismBEAM FIXTURES REQUIRES A SUPPORT IN THE CENTER FOR LENGTHS 96" OR GREATER

5) ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE STATED

6) TOTAL WATTS REQUIRED FOR THIS JOB = 154.7



www.SloanLED.com Phone 805.676.3200
Toll-Free 888.747.4LED Fax 805.676.3206



DID# - 14110

ESTIMATED PRODUCT B.O.M. PER DOUBLE SIDED SIGN:

- 1 Each 72" PrismBeam Double Sided Fixtures
PN: 701972-6WPD721
- 2 Each 64" PrismBeam Double Sided Fixtures
PN: 701972-6WPD641
- 2 Each 48" PrismBeam Double Sided Fixtures
PN: 701972-6WPD481
- 3 Each 30" PrismBeam Double Sided Fixtures
PN: 701972-6WPD301
- 3 Each 701895-24C 100W Power Supply 24VDC
- 1 Each 100' Roll of Jacketed Cable

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2) This layout is based upon SloanLED product standards. PrismBEAM and power supply quantities are ESTIMATES ONLY and are based on the supplied information and drawings. To ensure accurate product requirements, it is recommended that product is tested using customer's specific lens material and letter configuration.

3) SloanLED highly recommends applying Light Enhancement Paint (LEP) or Light Enhancement Film (LEF) inside cabinets for optimal illumination.

4) Jacketed cable estimated assumes maximum run length of 15' per leg of the power supply.

DRAWN	DATE	JOB NUMBER
CC/kl	06/28/18	LS538

STARBUCKS

Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date: 6-23-21 Drawn by: L.S.

1	08-11-21	LS
2	08-23-21	LS
3		
4		
5		
6		

Electrical Requirement:

☐ 120 Volts ☐ 277 Volts



2101 Carrillo Private, Ontario, CA 91761
(909) 930-0303 Fax: (909) 930-0308
E-mail: design@signindustries.tv
Web: www.signindustries.tv

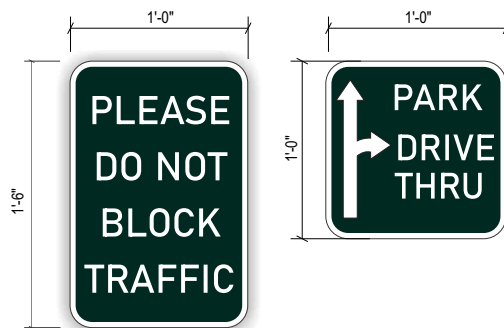
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Drawing No

21-253



Page: 11.01



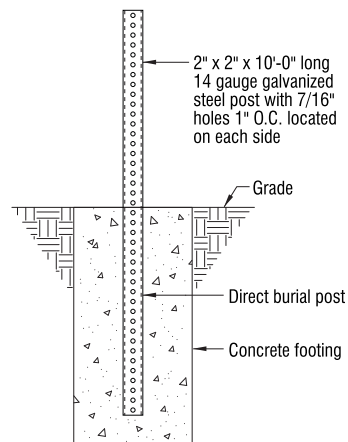
L POST SIGN
QTY (1) Scale: 1 1/2" = 1'

SPECIFICATIONS:

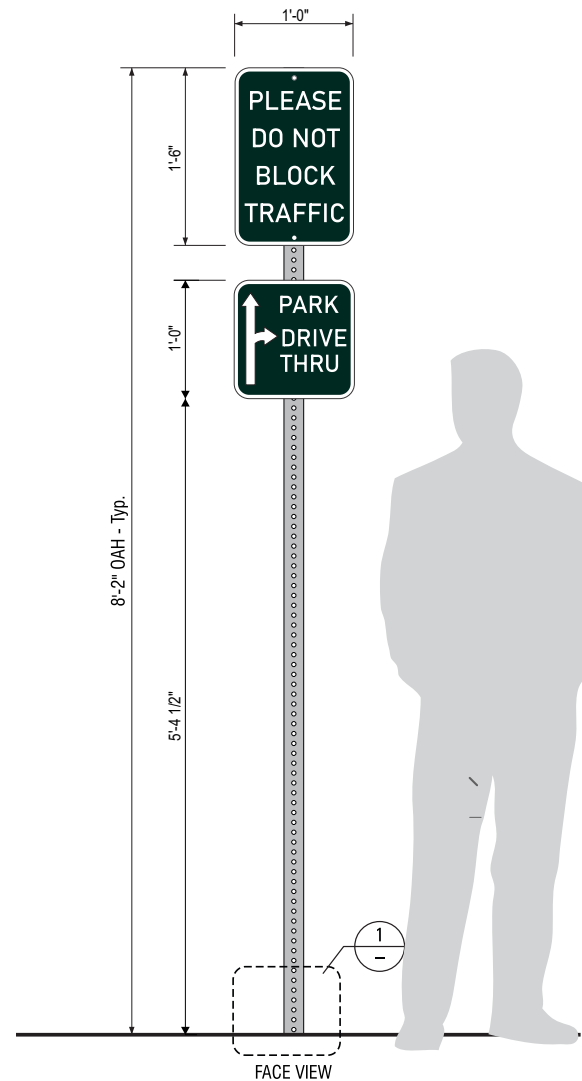
PANEL : TO BE .080 ALUMINUM PANELS WITH 1" RADIUS CORNERS AND PAINTED WHITE SEMI - GLOSS FINISH

COPY/ARROWS: TO BE APPLIED WHITE OPAQUE VINYL

NOTES : STARBUCKS GENERAL CONTRACTOR (GC) WILL PROVIDE AND INSTALL PARKING POLE PER NOTED SITE PLAN



1 DIRECT BURIAL DETAIL
Scale: 1" = 1'-0"



Project:



Location:
2551 E. Vineyard Ave.
Oxnard, CA 93036

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date: 6-23-21 Drawn by: L.S.

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Drawing No

21-253

Page: **12.0**



ATTACHMENT G

**RESOLUTION No. 2021-XX
(MAJOR MODIFICATION TO U-916)**

RESOLUTION NO. 2021 - XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 21-550-01 (MAJOR MODIFICATION TO U-916 (SPECIAL USE PERMIT)) TO ALLOW FOR MODIFICATIONS TO AN EXISTING 2,450 SQUARE-FOOT DRIVE-THROUGH FAST FOOD RESTAURANT BUILDING AND TO ALLOW FOR A 2,500 SQUARE-FOOT STARBUCKS DRIVE-THROUGH COFFEE SHOP ON A 0.66 ACRE PROJECT SITE AND ADMINISTRATIVE PARKING RELIEF TO DECREASE THE NUMBER OF REQUIRED PARKING SPACES FROM 50 TO 35 (INCLUDING 15 SPACES WHICH ARE PROVIDED VIA THE DRIVE-THROUGH QUEUE) AND TO ALLOW FOR 11 COMPACT PARKING SPACES, LOCATED AT 2551 NORTH VINEYARD AVENUE (APN: 132-0-043-215), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY BEVERLY METZ, OF STARBUCKS, (APPLICANT) 555 ANTON BOULEVARD, COSTA MESA, CA 92626.

WHEREAS, on February 12, 2021, Jennifer Cribbs (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow for modifications to an existing 2,450 square-foot drive-through fast food restaurant building to allow for a Starbucks drive-through coffee shop on a 0.66 acre site. The proposed improvements will consist of a small addition, facade changes, revised signage, upgraded landscaping, new parking lot striping, drive-through lane modification to allow for an extended queuing lane to allow for a maximum capacity of 16 vehicles. The request also includes a request for a parking modification to allow for a reduction in the amount of required parking from 50 parking spaces to 35 parking spaces, including 15 spaces which are provided via the drive-through queue. The parking modification will also allow for 11 of the parking spaces to be compact parking spaces. The project includes a Transportation Demand Management Plan. The project is located in the General Commercial Planned Development (C-2-PD) zone at 2551 North Vineyard Avenue (APN: 132-0-043-215); and

WHEREAS, on November 4, 2021, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project, to consider the Applicant’s request to approve Planning and Zoning Permit No. 21-550-01 (Major Modification) to allow for modifications to an existing 2,450 square foot drive-through fast food restaurant building to allow for a Starbucks coffee shop on a 0.66 acre site (the “**Project**”), in accordance with Section 16-561 of the Oxnard City Code (OCC) and to allow for a parking modification to allow for 1) a reduction in the amount of required parking from 50 parking spaces to 35 parking spaces, including 15 spaces which are provided via the drive-through queue, and 2) a parking modification to allow for 11 of the parking spaces to be compact parking spaces in accordance with Section 16-651 of the OCC; and

WHEREAS, Sections 16-561, 16-651(B)(3) and 16-651(B)(4) of the OCC authorize the Planning Commission to approve a Major Modification and relief from parking requirements; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the project meets the criteria set out in Sections 16-651(B)(3) and 16-651(B)(4) of the OCC; and

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended permits; and

WHEREAS, the Planning Commission finds that the Project conforms to the City of Oxnard 2030 General Plan elements thereof and the Oxnard City Code for the reasons set forth in the Planning Commission Staff Report; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 1 Categorical Exemption (Section 15301). Further, the project does not trigger any of the Exceptions to the Exemptions (15300.2):

- A. Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located. A project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply to all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.**

The project site has a 2030 General Plan land use designation of Commercial General and is in the General Commercial - Planned Development (C-2-PD) zoning designation. The project is currently developed with an existing fast food drive-through restaurant and is surrounded by other commercial and residential urban development. The project site and adjacent sites do not contain any known environmental resource of hazardous or critical concern. Therefore, the project will have no impact on an environmental resource of hazardous or critical concern.

- B. Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.**

The existing development consists of a drive-through fast food restaurant. The proposed development would intensify the use and modify the operational characteristics of the existing development to allow the proposed drive-through coffee shop, but the project also includes site modifications which are intended to improve the site conditions including circulation and aesthetics. As such, the proposed Project is consistent with the 2030 General Plan and Oxnard City Code and is compatible with the physical scale and character of allowable development in the project area. Any projects requiring discretionary approval would be analyzed with the General Plan and the Oxnard City Code for consistency and CEQA for any potential impacts. Therefore, the project will have no significant

cumulative impact.

- C. Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.**

The existing development consists of a drive-through fast food restaurant. The proposed development would intensify the use and modify the operational characteristics of the existing development to allow the proposed drive-through coffee shop, but the project also includes site modifications which are intended to improve the site conditions including circulation and aesthetics. The proposed site improvements will not result in an unusual circumstance that would cause the project to have a significant effect on the environment. The Project will not alter the urban development (commercial and residential) character of the surrounding development and the property does not contain any unusual environmental characteristics as the property will be surrounded on all sides by commercial and residential development. Therefore, the Project will not have a significant effect on the environment due to unusual circumstances.

- D. Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements, which are required as mitigation by an adopted negative declaration or certified EIR.**

The Project is not located in or adjacent to a state designated scenic highway.

- E. Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site, which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

The proposed project site is not included on any list compiled pursuant to Section 65962.5 of the Government Code.

- F. Historical Resources. A categorical exemption shall not be used for a project, which may cause a substantial adverse change in the significance of a historical resource.**

The project site does not contain an existing or potential landmark, point of interest, or historic resource, and it is not located within an existing, proposed, or potential Historic District. Therefore, the proposed project will not cause a substantial adverse change in the significance of a historical resource.

WHEREAS, the Planning Commission finds after due study and deliberation that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting,

providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular. .

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 Special Use Permit Staff Report and all attachments thereto, the Planning Commission finds:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.

As described in the Staff Report, the existing development consists of a drive-through fast food restaurant. The proposed development would intensify the use and modify the operational characteristics of the existing development to allow the proposed drive-through coffee shop. The Project is within the General Commercial Planned Development (C-2-PD) zone district which is consistent with the 2030 General Plan land use designation of Commercial General.

As discussed in detail in the Planning Commission Staff Report Sections b, c, d, e, f, and g, the Project, as designed and conditioned, meets all applicable development standards with the approval of the Administrative Parking Relief under OCC 16-651(B)(3), "Compact parking spaces" to allow for 11 of the required parking spaces to be compact spaces, and OCC 16-651(B)(4), "Decrease in required parking spaces" to reduce the number of required parking spaces.

The new business and associated improvements does not change the land use of the subject site. The project site is not subject to a Specific Plan. Therefore, the proposed project is in compliance with the 2030 General Plan and other adopted policies of the City of Oxnard and meets this Finding.

2. The nature, condition and development of adjacent uses, buildings and structures shall be considered, and no proposed Special Use Permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

As described in the Staff Report, pursuant to the 2030 General Plan land use designation "Commercial General" and the General Commercial - Planned Development (C-2 PD) zoning district, the proposed use of the project site as a drive-through coffee shop, is an allowed use, subject to a Special Use Permit. The surrounding uses are characterized by commercial uses, which are predominantly commercial centers, other drive-through facilities serving food products, and residential uses. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Additionally, the redesign of the Project and the included conditions of approval, will minimize the potential for impacts to adjacent roadways and properties.

Therefore, the proposed use and improvements, as conditioned, will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

- 3. The site that is subject to the Special Use Permit shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and items which may be required by Section 16-532 (Conditions).**

As described in the Staff Report, the project as designed and conditioned meets the development standards of the General Commercial Planned Development (C2-PD) zone as described above in Finding Section 1(1). The Project will result in an overall increase in onsite landscaping, with the landscaping increasing from 22.8 percent of the site to 26.4 percent. The majority of the new landscaping will be installed along North Vineyard Avenue, a designated scenic corridor which requires a landscaped buffer of at least 30 feet. The existing parking lot is located within this 30-foot area and is considered to be a “legal nonconforming” existing condition. The drive-through queue will be located within this 30-foot paved area, but paved areas will be removed and additional landscaping is proposed to be installed on both linear sides of the drive-through queue within the 30-foot area. This new landscaping will bring the project site more into compliance with the General Plan’s 30-foot wide landscape buffer standard. The revised site landscaping will provide parkways and landscape areas throughout the parking lot that will feature low water use, native and regionally adapted plants including grasses, succulents, and trees. Additionally, 8 trees will be added throughout the property, which will assist in meeting the requirement of 1 tree for every 40 feet of property line. As such, the subject site is adequate in terms of size and as developed the development meets or exceeds City’s design standards.

- 4. The site that is subject to the Special Use Permit shall be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.**

As described in the Staff Report, the existing development consists of a drive-through fast food restaurant. The proposed development would intensify the use and modify the operational characteristics of the existing development to allow the proposed drive-through coffee shop. The Project site is and will be accessed from Riverpark Boulevard via the existing driveways. The City’s Traffic Engineer finds that the proposed project, as conditioned, and in the context of the documentation provided and reviewed demonstrate that there is sufficient vehicle queue and parking capacity. The project has provided and been conditioned to implement a Transportation Demand Management Plan (TDMP) that identifies how the internal circulation of the site shall be managed, back-ups are avoided, and conflicting turning movements are to be avoided with the introduction of the new business operations. Therefore, the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service.

- 5. The site that is subject to the Special Use Permit shall be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

As described in the Staff Report, the existing development consists of a drive-through fast food restaurant. The proposed development would intensify the use and modify the operational characteristics of the existing development to allow the proposed drive-through coffee shop. The proposed Project improvements have been found to be consistent with anticipated development for this site. Furthermore, the Project will be served by existing City of Oxnard water and sewer mains and adequate Fire Protection will be provided as determined by the Development Advisory Committee. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit. The Project is consistent with the level of development identified under the General Plan and Oxnard City Code, and therefore are within the anticipated level of development. The project is not anticipated to result in any significant impacts to utilities and public services. Therefore, the site for the proposed use will be provided with adequate sewage, water, fire protection and storm drainage facilities.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to CEQA Guidelines §15301 (Class 1) of the State CEQA Guidelines. The Project involves a request to convert an existing drive-through fast food restaurant to a drive-through coffee shop. The small addition will only increase the building size by 50 square feet or approximately 2 percent, and will be within the existing developed area. Onsite circulation will be improved through the realignment of the drive-through lane. This will work to prevent impacts to adjacent roadways. In addition, to the design improvements a Transportation Demand Management Plan will be implemented for the site to prevent vehicles from backing-up into adjacent roadways. As a result, this Project will not result in any significant effects relating to traffic, noise, or air quality. The Planning Commission has determined that there is no substantial evidence that the project will have a significant effect on the environment and no Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption. The Planning & Environmental Services Manager is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein and the Staff Report and all attachments thereto, the Planning Commission hereby approves Planning and Zoning Permit No. 21-550-01 (Major Modification), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

CONDITIONS OF APPROVAL

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic
PD	Police	B	Building Plan Checker
SC	Source Control	FD	Fire
PK	Landscape Design	CE	Code Enforcement

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated November 4, 2021, (“the plans”) on file with the Planning Division. The Project shall conform to the plans, except as otherwise specified in these conditions, or unless a Minor Modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a Major Modification to the plans is approved by the Planning Commission. A Minor Modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A Major Modification shall be required for substantial changes or increases in such items (PL, *G-2*).
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements (PL, *G-3*).

4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
5. By commencing any activity related to the Project or using any structure authorized by this permit, Applicant accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein (CA, G-5).
6. Applicant agrees, as a condition of adoption of this resolution, at Applicant's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process (CA, G-6).
7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the Project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail (CA, G-7).
8. Applicant shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Applicant shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager (PL, G-8).
9. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code except as modified by the Administrative Parking Relief granted by the Planning Commission. (PL/B, G-9).
10. Before placing or constructing any signs on the Project property, Applicant shall obtain a sign permit from the City. Except as provided in the sign permit, Applicant may not change any signs on the Project property (PL/B, G-10).
11. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
12. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
13. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
14. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

15. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

LANDSCAPE STANDARD CONDITIONS

16. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, PK-1)
17. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)
18. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
19. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensue compliance (PK, PK-4)
20. Prior to the issuance of City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)
21. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
22. At the time of landscape plan check submittal, the landscape planting and irrigation plans shall comply with the current title 23 Model Water Efficient Landscape Ordinance (MWEL). (PK, PK-7.1)
23. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
24. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)
25. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)

26. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

PLANNING DIVISION SPECIAL CONDITIONS

27. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
28. Developer shall remove any and all graffiti from the project premises within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch.
29. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval of the Planning Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
30. Applicant shall screen, to the satisfaction of the Planning Manager, any HVAC equipment visible from the public right-of-way. Screening plants shall be consistent with other species on the property and a minimum size of five gallons. (PL)
31. Applicant shall seek approval for the proposed monument sign under separate building permit. (PL)
32. Prior to building permit issuance, the developer shall provide a public improvement plan which identifies, and includes, city fiber optic network infrastructure. This shall be established by installing fiber optic infrastructure to the project's frontage on the east side of Riverpark Blvd according to city specifications. The fiber optic network infrastructure must be included in the project's master utility plans and installed prior to the granting of a certificate of occupancy.
33. Prior to submitting plans to Building and Engineering for Plan Check, the project plans are to be modified to add trees and drive-through screening along Vineyard Avenue to the satisfaction of the Community Development Director. No less than four trees shall be added spaced approximately 40 feet apart. In addition to the trees a 36-inch high landscape berm or a combination of a 36-inch high decorative wall and landscaping shall be provided to screen the drive-through lane.
34. Design measures to avoid vehicle and pedestrian/bicycle conflicts shall be maintained. Direct pedestrian entry through the front of the building shall be maintained from streets

and sidewalks to the building entrance. Well articulated pedestrian routes and zones shall be maintained on the site, linking building entrances and parking areas. Drive-through lanes should be maintained to minimize conflicts with pedestrian walkways, bicycle routes, and paths of travel. Drive-through lanes that obstruct a pedestrian pathway between parking areas or sidewalks and entries into the building should maintain a pedestrian crossing that is delineated by landscaping, striping, curbing, and raised or decorative paving to separate pedestrian and vehicular access and circulation to the satisfaction of the Community Development Director.

35. The location of drive-through facilities in relation to the building, including the location of the pick-up windows, stacking lane, and vehicle access, shall be oriented in a manner such that headlight glare is not directed towards oncoming traffic on public streets, or is to be screened with landscaping, berms, walls or other means to the satisfaction of the Community Development Director.
36. The drive-through may operate 24 hours per day but the speaker box shall be equipped with an automatic volume control. The design of the drive-up audio system shall control and minimize the volume of the system to comply with the City's Noise Regulations in order to control unnecessary, excessive and annoying noises which could be detrimental to the public health and welfare to the satisfaction of the Community Development Director.
37. Prior to the issuance of a Building Permit, the Applicant/Operator is to submit a draft Transportation Demand Management Plan (TDMP) that identifies how the internal circulation of the site shall be managed, back-ups are avoided, and conflicting turning movements are to be avoided with the introduction of the new drive-through use. The TDMP should describe solutions that are available through personnel, technology and/or temporary and permanent barriers. For instance, the Applicant may propose using roving staff with mobile ordering devices when the drive-through exceeds the designed capacity. Prior to the issuance of a Certificate of Occupancy, the Community Development and Public Works Departments shall approve the TDMP.
38. After implementation of the TDMP, and upon the determination of the Community Development or Public Works Departments that the TDMP created for the drive-through use is not functioning effectively, or upon any future modification or expansion, the TDMP shall be comprehensively re-evaluated by the Community Development and Public Works Departments. This TDMP re-evaluation work effort shall be accompanied by a filing fee determined by the Community Development Director and Public Works Director to address staff review time by Community Development and Public Works staff.
39. All dining establishments with cooking operations shall implement best management practices to minimize the potential release of food processing facility odors and smoke outside the building as could be detected at the property line. Such best practices could include changing operating practices, improving maintenance of cooking equipment, installing odor control equipment, and/or upgrading venting systems to control unnecessary, excessive and annoying odors or smoke which in the judgement of the City of Oxnard or the Ventura County Air Pollution Control District is determined to be a public nuisance or to be detrimental to the public health and welfare.

40. No alcohol use of any type is approved as a part of this action. A separate alcohol use request must receive a Special Use Permit approved by the City and Alcohol Beverage Control prior to inauguration of the use.
41. Developer shall repair and/or replace any existing broken or damaged sidewalk, curb gutter or asphalt paving adjacent to property due to the construction of the Project, as directed by the City Inspector. (DS)
42. Developer shall construct a waste enclosure, with a roof and level concrete pad for the storage of the required containers out of view of the public street. Developer shall provide a concrete apron in front of the enclosure to facilitate proper servicing. Enclosure gates must be constructed to allow eight (8) feet of clear space to allow passage of the City issued containers. (DS)

PLANNING DIVISION STANDARD CONDITIONS

43. Any application for a Minor Modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)
44. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by Resolution of the Community Development Director in all sets of construction documents and specifications for the project. (PL, *PL-3*)
45. Before the City issues building permits, Developer shall provide to the Planning Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Community Development Director. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)
46. Developer acknowledges that because of population limitations placed on the City by the Air Quality Management Program, approval of this permit does not guarantee that the City will issue building permits. The City's issuance of building permits may be delayed as a result of implementation of an air quality plan. (PL, *PL-5*)
47. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, *PL-7*)
48. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect
49. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding

factors such as tree locations, off-site or adjacent lighting. (PL)

50. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.
51. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)
52. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)
53. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16).

POLICE DEPARTMENT STANDARD CONDITIONS

54. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline
 - a. Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
 - b. Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
 - i. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
 - ii. Luminaires with a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque to keep light from shining directly up.
 - c. Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.

55. Graffiti shall be removed within 48-hours of application. (PD)
56. Police recommends graffiti/etching-resistant film application on accessible windowpanes. (PD)
57. Exterior security lighting shall be on photocells and shall be on from dusk to dawn. Exterior lighting of the site including parking areas shall be between 1 and 7 foot candles and shall be in harmony with existing adjacent lighting scheme. (PD)
58. LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature). (PD)
59. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians. (PD)
60. Outdoor lighting instruments shall not be placed in close proximity of parking lot trees. In the event outdoor lighting instruments and trees are in close proximity an additional sheet will be required illustrating light and tree placement showing trees with a 20-year maturity. (PD)
61. Integrated landscape/lighting/photometric plan shall be submitted illustrating a 20-year tree maturity. This is to ensure that tree growth will not adversely impact future lighting and therefore site safety as the project matures. Luminaires used in the photometric calculations shall only include those instruments mounted 8-feet or more above walking/driving surface. This plan shall be submitted and approved prior to the issuance of building permits. (PD)
62. Porte Cocheres and drive-up window areas shall be illuminated between 15 and 30 foot-candles with a gradual drop off transition to adjacent parking/walking areas having illumination of 4 to 7 foot-candles. (PD)
63. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment. (PD)
64. Trees shall not be located where they would conflict with lighting instruments. Appropriate proximity is based on a tree's canopy size at twenty-year maturity. (PD)
65. Creeping fig or similar climbing vine shall be used to dissuade the application of graffiti on CMU walls. This specifically includes trash enclosures, where adjacent to landscaped planters. (PD)
66. A security camera system is required to be installed, operated and maintained and shall meet or exceed these minimum standards:
 - a. Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Grayscale images are expected for infra-red lighting.
 - b. Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
 - c. Cameras shall have low light capture ability to identify persons conducting

transactions or entering the business.

- d. The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
- e. The video system shall allow recording, live viewing and playback of recorded video for a period of at least 30 days.
- f. Video system shall operate 24-hours a day.
- g. Recorded images shall bear a date and time stamp that cannot be altered.
- h. Prior to the installation of a security camera system applicant shall submit a plan showing location of cameras and the scope of their capture area. The plan shall include a list of components.
- i. Camera installations intended to capture images of faces are best located so they target doorways and choke-points for foot traffic.
- j. Cameras in domed casings are highly encouraged as their area of focus is not easily determined by a casual observer.
- k. Cameras shall be installed to capture head and shoulder images of persons entering any entrance to the building. Such cameras shall be mounted no higher than 7-feet above the floor in order to capture quality images of faces.
- l. The security camera system shall be maintained in good working order.
- m. Images from the security camera system shall be made available to any member of the Oxnard Police Department pursuant to a police investigation or inspection of the operability of the camera system. Requested images shall be delivered in a timely manner.
- n. Questions concerning security camera requirements can be sent to specialprojects@oxnardpd.org

67. An intrusion alarm system shall be installed and maintained. It shall utilize motion and infrared technology to differentiate between human and non-human motion or other technology approved by the Chief of Police or his/her designee. The alarm system shall be compliant with Oxnard City Code 11-95 through 11-100.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

68. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)

69. Developer shall have the site improvement plans prepared using standard DevelopmentServices Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Building and Engineering Division. (DS-3)

70. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)

71. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)

72. Before connecting the project to existing sewer and water service laterals, Developer shall inspect (pothole or video) existing lateral(s) and arrange for City staff to view inspection results. Developer shall make repairs to such facilities as determined necessary by City staff. Developer shall bring all existing water services into compliance with current City standards including removal of unused water or sewer laterals by disconnection at the main. (DS-7)
73. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
74. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
75. Prior to issuance of a site improvement permit, Developer shall provide to the Building and Engineering Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
76. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If the Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the City Engineer issue a stop work order until such time as the graffiti is removed. (DS-20)
77. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
78. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
79. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
80. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the

orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)

81. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
82. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)
83. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
84. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18- inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
85. Developer shall design project grading to convey stormwater to a street, alley, or approved drain so that there are no undrained depressions. (DS-35)
86. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
87. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
88. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
89. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
90. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
91. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15-feet from the face of the enclosure. (DS-69)

92. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
93. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)
94. Developer shall construct the trash enclosure with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall provide a traffic rated drainage inlet within the enclosure to catch all enclosure wash water. This drain shall connect to the sanitary sewer system via a grease interceptor by a gravity system. If a gravity system is proven infeasible by the Developer and approved by the City Engineer, the connection may be waived provided that spill control design measures are incorporated. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Building and Engineering Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS-80)
95. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)
96. Using forms provided by the Building and Engineering Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the City Engineer approves the Plan and Developer provides an executed copy of the

City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)

97. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets and catch basins with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)
98. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs"). Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)
99. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP"). The Local SWPPP shall be developed and implemented in accordance with requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-87)
100. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") in all catch basins accepting stormwater runoff from any portion of this project that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized and designed in accordance with requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures ("TGM"). (DS-88)

DEVELOPMENT DIVISION SPECIAL CONDITIONS

101. Developer shall reconstruct the existing walkway from the public right-of-way to the building to be at 5-feet wide minimum, in full compliance with 2019 CBC disabled access standards. (DS)

102. In accordance with City Code, Developer shall provide separate services and water meters for commercial and irrigation. (DS)
103. Developer shall design the storm drain inlets to allow 6-inches of stormwater to pond over the catch basins or submit an alternative design to demonstrate that enough head will develop over the inlets to capture the required runoff rate and volume. (DS)
104. The trash enclosure shall be designed with sufficient room to house all of the required dumpsters and food waste containers with doors facing the alley. The gates or doors shall not interfere or block any portions of the alley. The design shall also allow the bins to be serviced without the need to be shuffled inside the storage room. An accessible path of travel shall connect the building employee door to the enclosure without steps. (DS)
105. The site drainage shall be designed to maintain the pre-existing drainage pattern. No alteration of drainage pattern is allowed unless approved by the City Engineer. (DS)
106. Developer shall properly abandon all existing sewer and water laterals currently extended to the site that will not be used in the final design, as required by the City Engineer. Abandonment shall occur at the City main. (DS)

TRAFFIC DIVISION SPECIAL CONDITIONS

107. The project design shall include appropriate onsite traffic signs to instruct drivers not to queue in the public sidewalk and public roadway to the City Traffic Engineer's satisfaction. Onsite traffic sign square footage shall not be included within the total Advertising Signs sign area, as defined by Oxnard City Code, Chapter 16, Article IX, allowed on the project site. (TR)
108. The Developer shall comply with Oxnard City Code Section 16-639 in relation to the design of parking stalls within the development, or as approved by the Planning Commission. (TR)
109. The site shall be designed and operated in a manner that vehicles do and will not spill into the adjacent street waiting to enter the site or into the drive-through aisle. Vehicles must be able to pull into the drive-through entrance lane as easily and quickly as possible. Final project design shall verify that vehicle entrance into the drive lane and then into the drive-through aisle can be accomplished with a single turning movement. The project will need to adjust the location of the drive-through median island nose, as necessary, to allow for these movements. Final design of the driveway and drive-through location shall be subject to the approval of the City Traffic Engineer. (TR)
110. A Transportation Demand Management Plan (June 21, 2021) has been prepared for the project and shall be utilized by the occupant at all times during daily operations to reduce the potential for project traffic to back into the adjacent street system. The Developer is responsible for taking appropriate actions as identified in the Plan, as well as any other necessary means, as directed by the City Traffic Engineer, to ensure traffic does not spill back into the adjacent street system. If traffic does back into the street system the

occupant will work with the City to revise the Plan to develop additional measures to limit this occurrence. (TR)

111. A report on the effectiveness of the Transportation Demand Management Plan shall be prepared and submitted for review and approval to the City Traffic Engineer at 6 Months and 12 months after operations begin on the site 1) verify the Plan adequately addresses safety concerns, or 2) propose modifications to ensure the site will be designed and operated in a manner that vehicles will not spill into the adjacent street. Proposed design and operational modifications shall be subject to approval of the City Traffic Engineer. (TR)

ENVIRONMENTAL RESOURCES DIVISION

112. This property is required to comply with state mandated diversion laws (AB 939, AB 341, AB 1826 and SB 1383) and must make provisions to manage three material streams (recycling, organics, trash) in any waste enclosure(s) constructed.
113. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a “Environmental Resources Division Construction and Demolition Waste Management Plan” (“C&D Plan”) to the City for review and approval. The C&D Plan shall provide that at least 65% of the waste generated on the project be diverted from the landfill. The C&D Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The C&D Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The C&D Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the appropriate C&D Plan form as defined by the Environmental Resources Division.
114. Developer shall follow the approved “Environmental Resources Division Construction and Demolition Waste Management Plan” and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of project activity, Developer shall complete and submit the “Environmental Resources Division Construction and Demolition Waste Management Report” (“C&D Report”) and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility’s letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the C&D Report prior to issuance of a certificate of occupancy.
115. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling.
116. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. The Occupancy Plan must clearly state how recyclable and organic material,

as appropriate, will be managed on site to be in compliance with applicable state laws (AB 939, AB 341, AB 1826, SB 1383); how restaurant staff will participate in the program; and how customers will be altered to the presence of recycling on site and how contamination will be minimized. The Occupancy Plan must include what service provider(s) will manage/transport materials to appropriate facilities for processing and/or disposal.

117. Per AB 827, public areas that provide waste collection to customers must have an equitable distribution of containers for recycling, organics and trash that are easily accessible. This requirement does not apply to restrooms.
118. This property is required to adhere to applicable solid waste management ordinances, including future ordinance creation and/or revisions.
119. Any landscaping maintenance resulting in organic material needing disposal, if performed in-house or via third party, must not be placed in the trash. All organic materials are required to be diverted from landfill disposal. Any third-party contract/service agreement must stipulate this requirement and be verified through the Environmental Resources Division.
120. Waste enclosures must conform to the Material Management and Design Guidelines developed by the Environmental Resources Division. A copy of these guidelines can be found here:
<https://www.oxnard.org/wp-content/uploads/2020/09/Design-Guidelines-for-Recycling-Waste-Collection-1.pdf>
121. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a matter approved by the City Engineer.

FIRE DEPARTMENT STANDARD CONDITIONS

122. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, *F-1*)
123. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, *F-2*)
124. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, *F-3*)
125. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests.

Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, *F-4*)

126. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)
127. The project shall meet the minimum requirements of the “Fire Protection Planning Guide” published by the Fire Department. (FD, *F-6*)
128. At all times during construction, developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, *F-7*)
129. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
130. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)
131. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)
132. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)
133. Developer shall install in each structure in the project a detection/alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department of the point of entry into the structure that is nearest the fire. (FD, *F-13*)
134. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, *F-15*)
135. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)

FIRE DEPARTMENT SPECIAL CONDITIONS

136. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles.
137. Before the city issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department.
138. All drive overhangs shall be a minimum of 13 feet 6 inches.

139. All overhangs are required to be sprinklered.

140. Trash enclosure is required to be sprinklered.

141. FDC is required to be within 50-feet of the fire hydrant and not across drive aisles.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on
this 4th day of November 2021.

Daniel Chavez, Jr., 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 4th day of November 2021, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

Scott Kolwitz, Secretary

ATTACHMENT H

STAFF PRESENTATION

Vineyard Starbucks Site Renovations

Planning & Zoning Permit No. 21-550-01
(Major Modification to U-916 (Special Use Permit))

Applicant: Beverly Metz, Starbucks, Applicant

Joe Pearson II, Senior Planner
Scott Kolwitz, Planning and Environmental Services Manager

Planning Commission
October 21, 2021

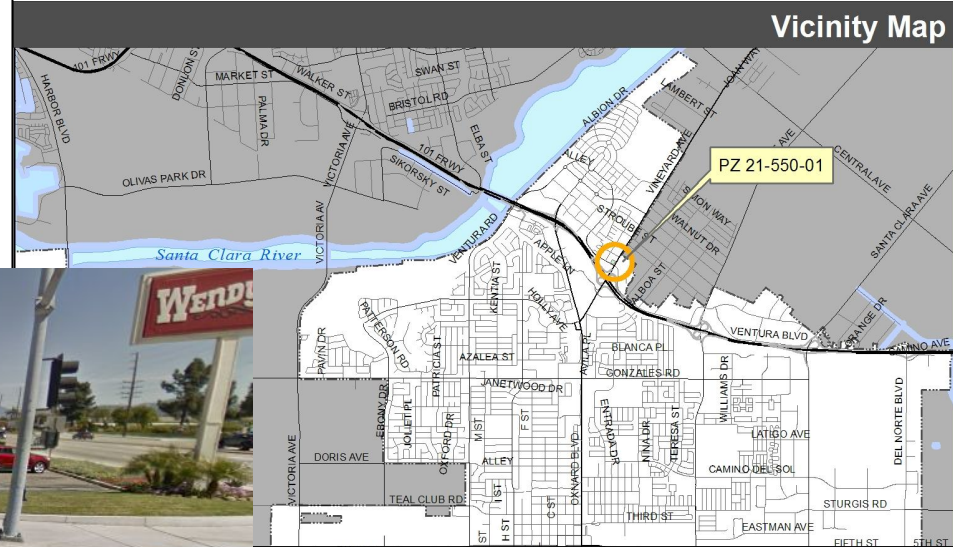
Project Description (SUP)

- A request for a Major Modification (MJMD) to Special Use Permit U-916 to allow for modifications to an existing 2,450 sq ft drive-through fast food restaurant building and to allow for a drive-through coffee shop on a 0.66 acre site:
 - 50 square foot addition.
 - Redesign of the drive-through lane to increase the queue length from 5 vehicles to 16 vehicles.
 - 20 parking spaces
 - Grant administrative parking relief to allow for a decrease in the number of parking spaces and to allow for up to 25 percent of the required parking spaces to be compact spaces.
 - Facade, landscaping, and infrastructure improvements
 - Revised Site and drive-through signage

Project Location

Subject Site: 2551 North Vineyard Avenue

Existing Wendy's Drive-through restaurant



Project Location



Project Location

Aerial-View

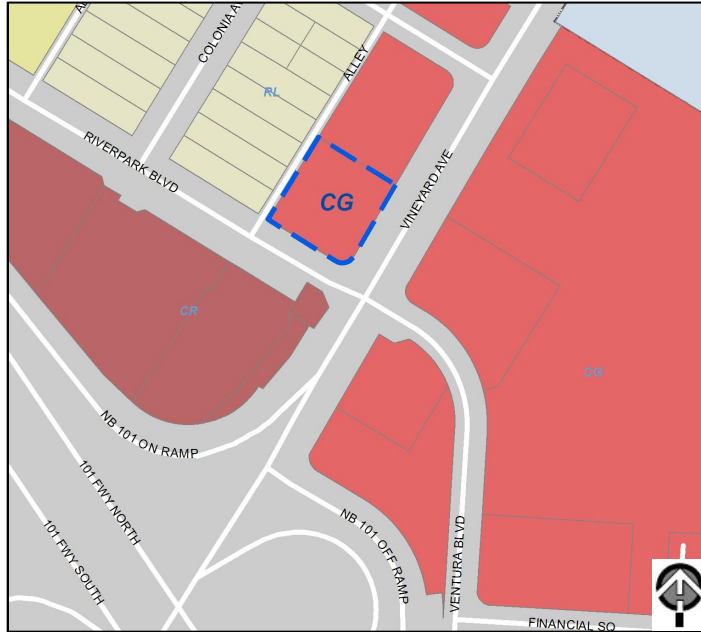


Reference North

LOCATION	GENERAL PLAN	ZONING	EXISTING LAND USE
Project Site	Commercial General	General Commercial Planned Development (C-2-PD)	Fast Food Restaurant (Wendys)
North	Residential Low	Single-Family Planned Development (R-1-PD)	Single Family
South	Commercial General	C-2-PD	Shopping Center
East	Commercial General	C-2-PD	Shopping Center
West	Commercial Regional	Specific Plan (RiverPark)	Fast Food Restaurant (McDonalds)

General Plan & Zoning Maps

General Plan Land Use Designation



Commercial General (CG)

Zoning Designation



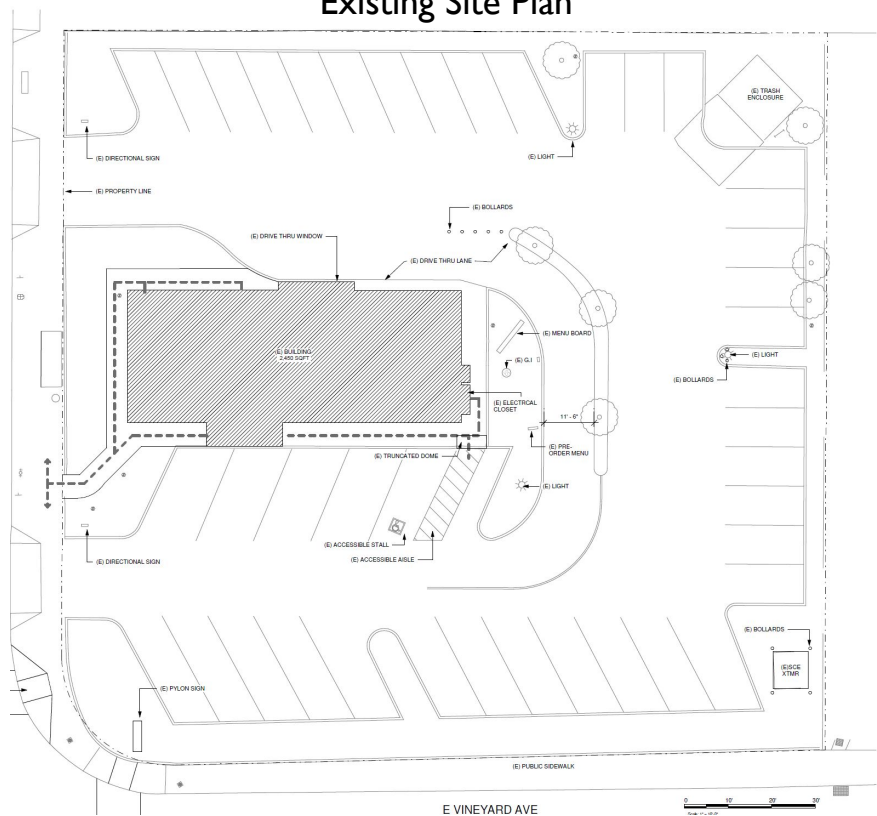
General Commercial-Planned Development
(C-2-PD)

Background - Existing Restaurant

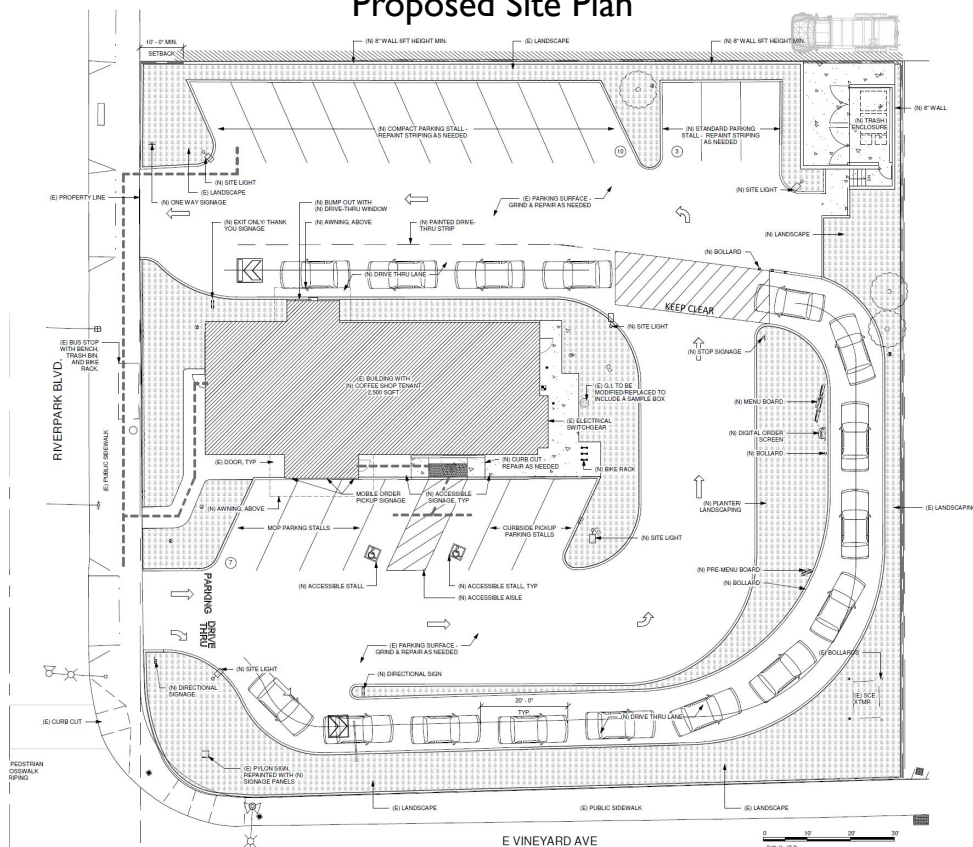
- The existing drive-through restaurant and signage were approved in 1980, through a Special Use Permit. Since that time the site has generally remained unchanged, with only minor facade and landscape changes taking place.

Existing vs. Proposed Site Plan

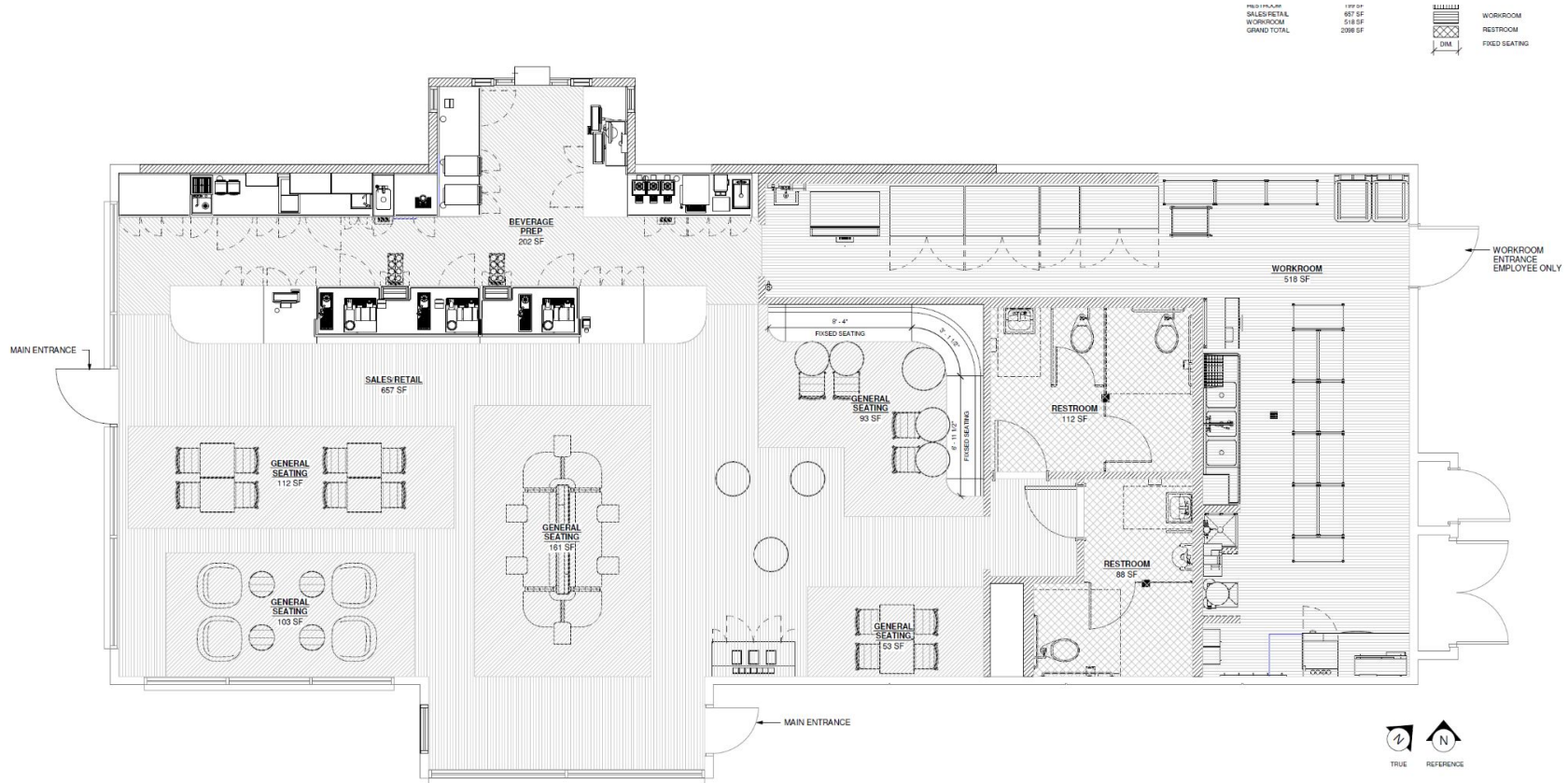
Existing Site Plan



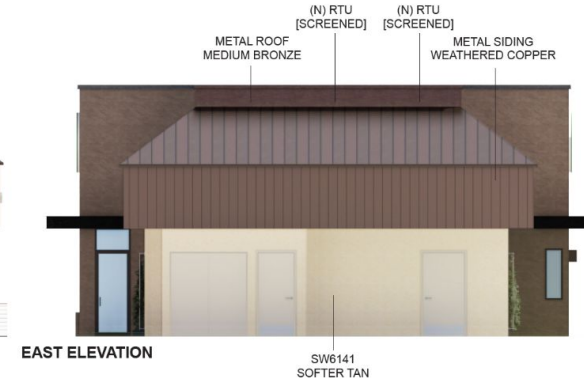
Proposed Site Plan



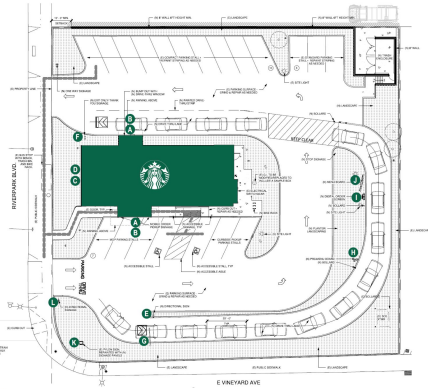
Floor Plan



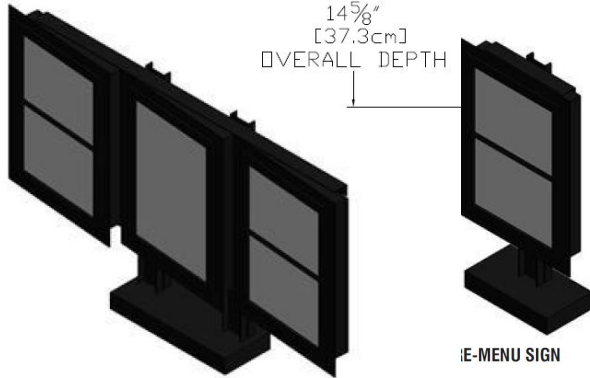
Elevations - Rendered



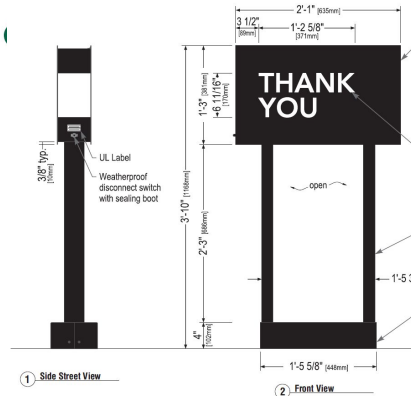
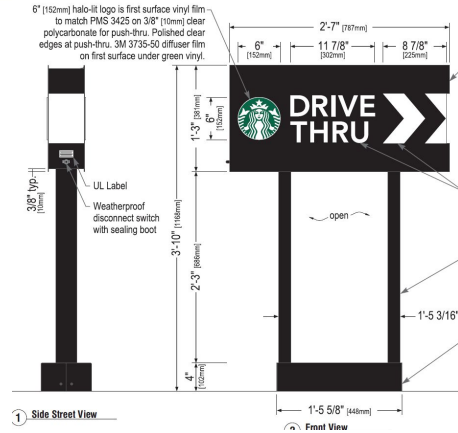
Drive-Thru and Freestanding Signage



- KEY LEGEND**
- A 6" GREEN LOGO DICS
 - B 8" DT CHANNEL LETTERS
 - C 10" DT CHANNEL LETTERS
 - D DT ENTRANCE DIRECTIONAL
 - E DT EXIT/THANK YOU DIRECTIONAL
 - F CLEARANCE BAR
 - G PRE MENU BOARD
 - H DT DIGITAL ORDER SCREEN
 - I DT PANEL MENU SIGN
 - J PYLON SIGN
 - K POST SIGN

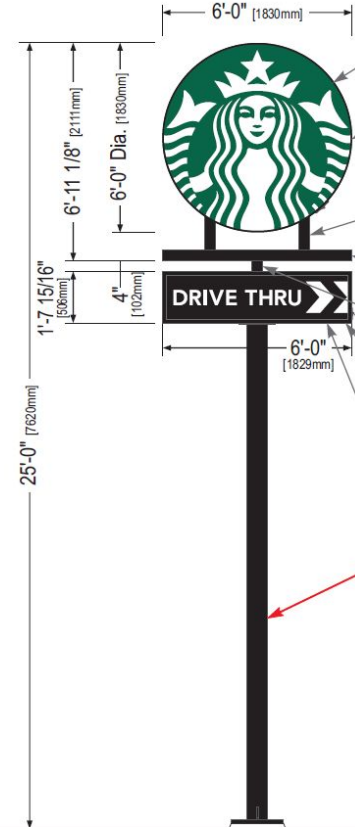
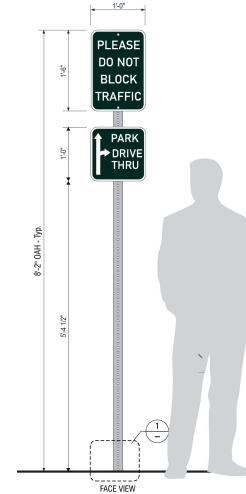


5- PANEL MENU SIGN



F D/F EXIT DIRECTIONAL SIGNS ~ Qty (1)

Scale: 1" = 1'



General Plan Consistency

- The development of the proposed Project furthers many of the policies identified in the 2030 General Plan, as identified in the staff report. Some of the key policies are:
 - Community Development Policy 1.2 - Infill Development
 - Community Development Policy 4.2 - Commercial Revitalization and Redevelopment
 - Community Development Policy 9.2 - Revitalization and Redevelopment
 - Community Development Policy 9.4 - View Corridor Preservation
 - Community Development Policy 18.1 - Attract new Business

Zoning Code Compliance

- The Project is subject to the “General Commercial-Planned Development” (C-2-PD) zone district.
- Two variations from the standards are being requested:
 - A reduction in the required parking from 50 to 35 pursuant to the approval of a administrative parking relief under OMC 16-651(B)(4)
 - Allow for up to 25 percent of the required parking to be compact spaces pursuant to the approval of a administrative parking relief under OMC 16-651(B)(3)

Zoning Code Compliance

DEVELOPMENT	PARKING REQUIREMENT PER OXNARD CITY CODE SECTION 16-622(F)	STACKING REQUIREMENT PER OXNARD CITY CODE SECTION 16-647(D)	PARKING + STACKING PROVIDED	TOTAL PROVIDED
Existing Wendy's	Fast Food: 1 space per 50 gsf. 2450 gsf =49 spaces	8 Spaces	41 parking spaces + 5 stacking spaces	46 spaces
Proposed Starbuck	Fast Food: 1 space per 50 gsf. 2500 gsf =50	8 Spaces	20 parking spaces + 16 stacking spaces	35 spaces (Maximum of 15 spaces can count toward parking requirement)

Zoning Code Compliance

DEVELOPMENT	STANDARD PARKING DIMENSION REQUIREMENT PER OXNARD CITY CODE SECTION 16-639	COMPACT PARKING DIMENSION REQUIREMENT PER OXNARD CITY CODE SECTION 16-639	PROPOSED COMPACT PARKING DIMENSIONS	TOTAL PROVIDED
Proposed Starbuck	9 feet x 19 feet	8 feet x 16 feet	10 Spaces: 8 feet-7 inches x 19 feet 1 space: 9 feet x 18 feet-1 inch	11 Compact spaces (22 percent)

Exempt for California Environmental Quality Act (CEQA):

1. Section 15301, “Existing Facilities”;
2. Project consists of existing facilities involving negligible or no expansion of capacity;
3. Any proposed additions represent less than 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less.
4. As proposed Project will not have significant environmental impacts;
5. No Exceptions to the Exemption apply.

Select Recommended Conditions of Approval

- COA# 3:
The permit is granted for 36 months.
- COA # 33:
Requires additional screening of the drive -through lane.
- COA #36:
Requires the drive-through speaker box use automatic volume control.
- COA #s 37, 38, 107, 109, 110, and 111:
Requires the applicant implement a Transportation Demand Management Plan (TDMP) and allows for re-evaluation by the City.

Public Comments

On July 19, 2021 a Community Workshop was held.

- Approximately 3,200 mailed notices were sent to owners within the El Rio, El Rio West, and RiverPark neighborhoods;
- On-site posted notice;
- Prior to the meeting three comments were received in response to the Community Workshop notices; and
- During the meeting one comment was received by a member of the public regarding the Project.

The primary concerns expressed in the comments were related to traffic and circulation. As discussed in the staff report, through the DAC process and subsequent reviews, City staff from Planning, Building and Engineering, Traffic, Fire and Police have reviewed both the site design and Traffic Management Plan to ensure the project will not impede traffic on the adjacent streets. Also, as conditioned if it is determined the Traffic Management Plan is not functioning as needed the City shall have the ability to re-evaluate and amend the plan as needed.

Public Notice

- Notice of PC hearing was provided:
 - Newspaper,
 - On-site posting; and
 - Mailed to property owners within 300 feet.
- To date, no public comment has been submitted in support of the project.

Recommendation: That the Planning Commission:

- a) Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities); and
- b) Adopt Resolution 2021-XX approving Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)), subject to certain findings and conditions.



Questions

MEMO



DATE: October 27, 2021

TO: Planning Commission

FROM: Joe Pearson II, Senior Planner

SUBJECT: **Project Name: Vineyard Starbucks Site Renovations;** Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)). The project includes modifications to an existing 2,450 sq ft drive-through fast food restaurant building and to allow for a Starbucks drive-through coffee shop on a 0.66 acre site. The proposed improvements will consist of a small addition, facade changes, revised signage, upgraded landscaping, new parking lot striping, drive-through lane modification to allow for an extended queuing lane to allow for a maximum capacity of 16 vehicles. The request also includes a request for a parking modification to allow for a reduction in the amount of required parking from 50 parking spaces to 35 parking spaces, including 15 spaces which are provided via the drive-thru queue. The parking modification will also allow for 11 of the parking spaces to be compact parking spaces. The project includes a Queue Management Plan. The Project site is located at 2551 North Vineyard Avenue (APN: 132-0-043-215) within the General Commercial Planned Development (C-2-PD) zone district and within the Commercial General land use designation. Filed by Jennifer Cribbs, of Starbucks, 555 Anton Boulevard, Costa Mesa, CA 92626.

Recommendation:

That the Planning Commission

- a) Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities); and
- b) Adopt Resolution 2021-XX approving Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)), subject to certain findings and conditions.

Background:

At the request of the Applicant team, on October 21, 2021, the Planning Commission continued the Vineyard Starbucks Site Renovations Major Modification to U-916 (Special Use Permit) project to the Regular Meeting of November 4, 2021, starting at 6:00 PM.

Since the October 21, 2021 Planning Commission public hearing, the Applicant team requested modifications to select Conditions of Approval included within the draft Resolution. City Departments and Divisions have reviewed and discussed the requested changes to the Conditions

of Approval included in staff report Attachment G. City Departments and Divisions have agreed to the modify conditions as specified below in the body of this memo.

Revised Conditions

Modify conditions 32, 38, 41, 65, and 94 in the draft Resolution with the following following language:

32. Prior to building permit issuance, the developer shall provide a public improvement plan which identifies, and includes, ~~a connection to city fiber optic network infrastructure~~. This ~~connection~~ shall be established by installing fiber optic infrastructure to the project's frontage on the east side of Riverpark Blvd according to city specifications. The fiber optic network infrastructure must be included in the project's master utility plans and installed prior to the granting of a certificate of occupancy.
38. After implementation of the TDMP, and upon the determination of the Community Development or Public Works Departments that the TDMP created for the drive-through use is not functioning effectively, or upon any future modification or expansion ~~of the shopping center~~, the TDMP shall be comprehensively re-evaluated by the Community Development and Public Works Departments. This TDMP re-evaluation work effort shall be accompanied by a filing fee determined by the Community Development Director and Public Works Director to address staff review time by Community Development and Public Works staff.
41. Developer shall repair and/or replace any existing broken or damaged sidewalk, curb gutter or asphalt paving adjacent to property due to the construction of the Project, as directed by the City Inspector. (DS)
65. Creeping fig or similar climbing vine shall be used to dissuade the application of graffiti on CMU walls. This specifically includes trash enclosures, where adjacent to landscaped planters. (PD)
94. Developer shall construct the trash enclosure with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall provide a traffic rated drainage inlet within the enclosure to catch all enclosure wash water. This drain shall connect to the sanitary sewer system via a grease interceptor by a gravity system. If a gravity system is proven infeasible by the Developer and approved by the City Engineer, the connection may be waived provided that spill control design measures are incorporated. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Building and Engineering Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other

than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS-80)

For the convenience of the Planning Commission and interested parties attached to this memo are the following documents originally prepared for the Planning Commission's public hearing on October 21, 2021.

1. Staff Report and associated attachments.

With the exception of the draft resolution, which has been revised to incorporate the modifications identified above and update the date of the hearing, the staff report and other attachments have not changed. Additionally, the required Measure M pre-recorded presentation video has not been changed, and it can be viewed online at this address: https://youtu.be/NUnc3J_WWY

PLANNING COMMISSION MEMORANDUM

TO: Planning Commission

FROM: Joe Pearson II, AICP, Senior Planner

DATE: December 2, 2021

SUBJECT: **Project Name: Vineyard Starbucks Site Renovations;** Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)); 2551 North Vineyard Avenue; APN: 132-0-043-215

At the meeting of November 4, 2021, the Planning Commission received staff's presentation for the proposed Vineyard Starbucks Site Renovations (Project) that required approval of a Major Modification (MJMD) to U-916 (Special Use Permit). In the deliberation that followed, Planning Commissioners raised several issues, and asked specific questions.

Subsequently, the Planning Commission voted on three motions. The first two motions were a motion of intent to deny the project and a motion to approve the project. These two motions failed as a result of two tie votes (3 to 3, with one Planning Commissioner absent). A third motion was approved to continue the item to the Planning Commission's meeting of December 2, 2021. As a continued agenda item, no additional mailed or published public notices were required. The on-site hearing notice signs were updated to indicate the December 2, 2021 continued hearing.

As a continued public hearing, the Planning Commission will first need to reopen the public hearing, accept public comment on the item and then may proceed with deliberation on the matter. There are no changes to the Project's proposed site and civil plans or building designs and elevations distributed for the November 4, 2021 meeting.

The Planning Commissioners' questions and requests are posed below and grouped by topic. Responses and/or references to attachments are provided by City staff, as noted.

1. How would Condition of Approval #38 be implemented?

If City staff or members of the public report issues of a backup being created which results in vehicles spilling out into the City's public right-of-way, City staff would begin by contacting the business and property owner to notify them of the problem, to understand what immediate actions the business and property owner have already taken to resolve the issue consistent with the TDMP, and direct them to submit an appropriate application with proposed TDMP modifications if the immediate actions are not working.

pursuant to Condition No. 38, while continuing to simultaneously work with City staff to correct real time issues.

As part of the initial process, the City and the business team would work together to implement short-term solutions to address the immediate issues. Following the initial steps City staff and the applicant team would comprehensively review the TDMP, identifying the operational issues leading to the circulation problems. Based on the issues identified, the TDMP would be revised as directed by the Community Development Director and Public Works Director. A similar process would be undertaken if there were any changes proposed to the operations or site layout, if there was a potential to adversely impact the circulation in a way that would result in a back up on to City right-of-way.

2. Can a no U-Turn sign be installed at the intersection of Vineyard Avenue and Riverpark Boulevard?

The intersection of Vineyard Avenue and Riverpark Boulevard is a state controlled intersection. As a result, any changes to the operation of the intersection would need to be approved by the California Department of Transportation (Caltrans), and would ultimately be controlled by Caltrans. The City Traffic Engineer reviewed the suggestion that U-Turns for the SB direction from River Park Boulevard be restricted to reduce operational or safety issues arising from the proposed development. Historical volume data indicate that U-turns occurring from the turn lane are low for peak periods and it is not anticipated that significant additional U-Turns will result from the change in use. Field observations show that the U-Turns currently being conducted are not problematic for most vehicles; however, trucks or larger vehicles may not be able to execute the turn in one fluid motion.

No larger vehicles have been observed attempting to make U-Turns during observation periods. At this time The City Traffic Engineer believes the current U-Turns can be made safely and do not hinder safety or operations of the intersection due to the low volume of occurrences and the ability for most vehicles to make the turn easily. Since the intersection is not under the applicant's or the City's control, the Project cannot be required to install signage or make other modifications to the intersection as a condition of this permit. However, City staff will continue to monitor the location both before and after project occupancy, and if it is determined that the U-Turns are becoming problematic, will work with the State to determine the feasibility of establishing the no U-Turn restriction.

3. Provide additional information on other Starbucks parking provided and queue length for their facilities in the area.

The applicant team has provided the Starbucks Site Analysis document (Attachment A). The applicant team has identified that there are five (5) other stores in the direct vicinity of this store. Per the applicant team "The map highlights a gap in the Starbucks service area." As identified in the document the queue lengths and parking for the three closest

drive-through Starbucks in the vicinity are provided in the chart below. Additionally, the parking provided and queue length for this project are also included in the chart.

Starbucks Location	Parking Provided	Queue Length
Project Site: Vineyard Avenue & Riverpark Boulevard	20 spaces	16 spaces
Esplanade & Wagon Wheel Starbucks	10 spaces	10 spaces
Gonzales & Rose Starbucks	16 spaces	10 spaces
Victoria & Moon Starbucks	20 spaces	10 spaces

4. Is there an ability to connect the parking area on this site to the property to the north?

The property to the north is a separate property, and it is under separate ownership. Without permission from the property owner, a connection with that property cannot be required. However, in the event it were feasible, it would not be recommended a connection would conflict with the existing circulation / site design of both properties. A connection would result in a shorter queue length for the proposed project, and a connection would likely result in a further reduction of the amount of parking available on both properties.

For the convenience of the Planning Commission and interested parties, this memo includes the staff report and associated attachments prepared for the Planning Commission's public hearing on November 4, 2021. The staff report, recommendation, and other attachments have not changed. If the Planning Commission approves the draft Resolution attached to this memo, staff notes it will need to be updated to reflect the multiple hearing dates in the recitals and the final approval date.

For the convenience of the Planning Commission and interested parties, staff has pulled forward our recommendation:

Recommendation: That the Planning Commission

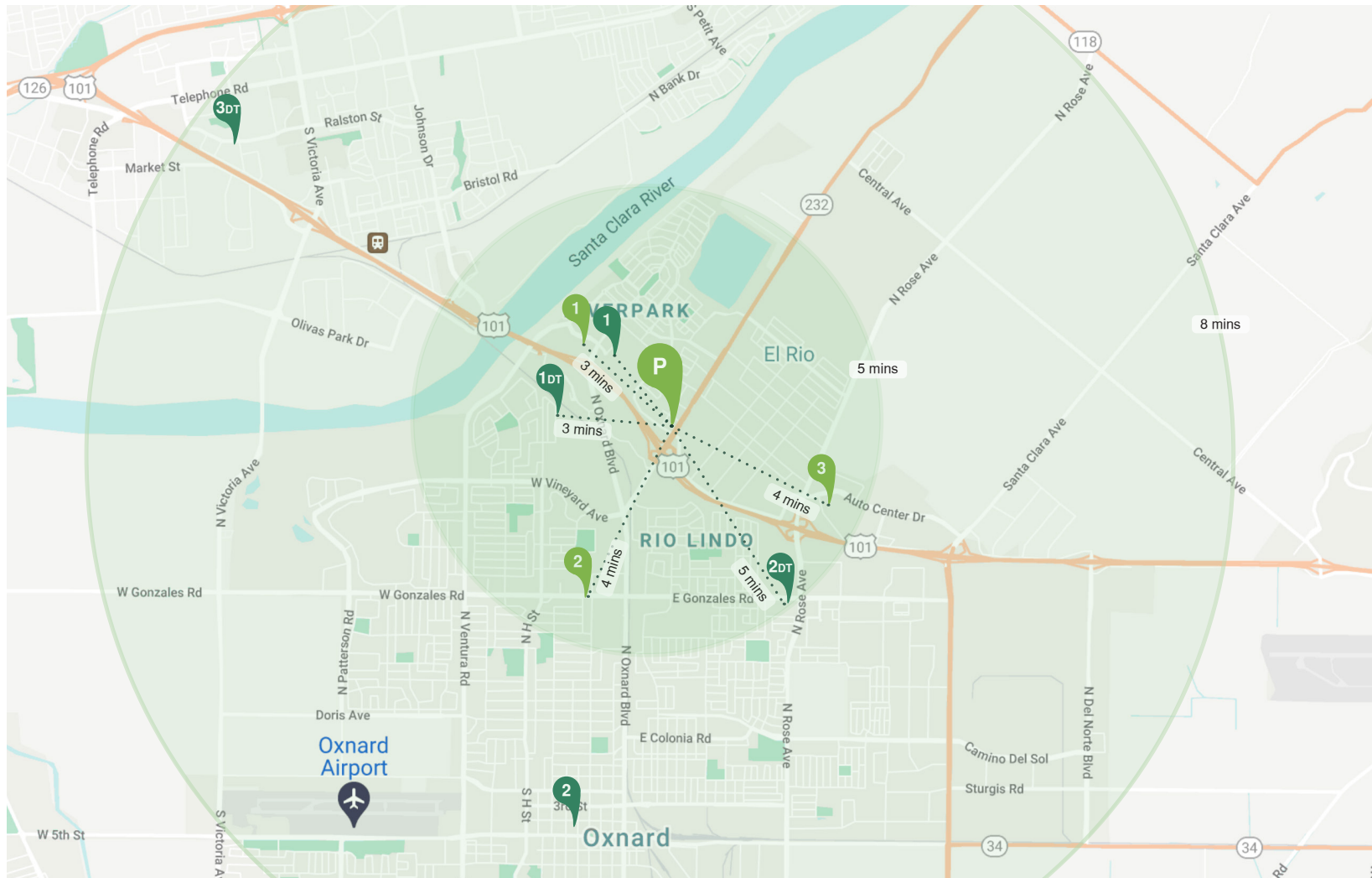
- a) Finds the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities); and
- b) Adopt Resolution 2021-XX approving Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)), subject to certain findings and

conditions.

Additionally, the required Measure M pre-recorded presentation video has not been changed, and it can be viewed online at this address: https://youtu.be/GuM_jawL1e8.

ATTACHMENTS:

- A. Starbucks Site Analysis
- B. November 4, 2021 Staff Report and associated attachments.



- PROPOSED SITE
- UPCOMING STORE
- (E) CAFE W/ DT
- (E) CAFE

CITY MAP



2551 E. VINEYARD AVE.
OXNARD, CA 93036

15635 Alton Pkwy, Suite 100
Irvine, California 92618
① 949.553.1117 ② 949.474.7056
www.mcgarchitecture.com



1 **ESPLANADE & WAGON WHEEL (3MINS)**



QUEUE: 10
PARKING: 10

2 **GONZALES & ROSE (5MINS)**



QUEUE: 10
PARKING: 15

3 **VICTORIA & MOON (7MINS)**



QUEUE: 10
PARKING: 20

EXISTING DRIVE-THRU STORE WITH IN 3 MILES

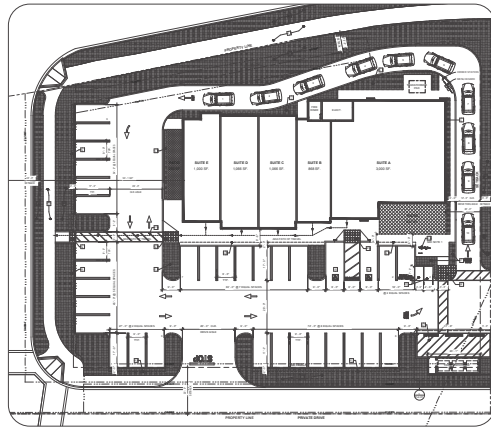


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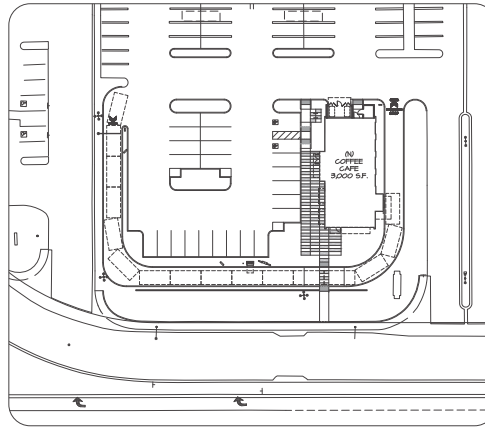


1 OXNARD & TOWN CENTER (3MINS)



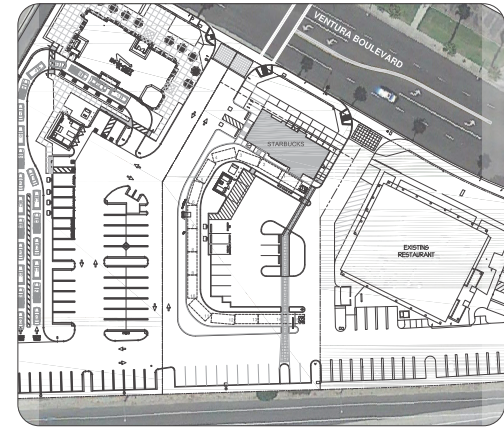
QUEUE: 10
PARKING: 14

2 OXNARD & CITRUS GROVE (4MINS)



QUEUE: 16
PARKING: 24

3 VENTURA & AUTO CENTER DR (4MINS)



QUEUE: 15
PARKING: 20

PROPOSED DRIVE-THRU STORE IN ENTITLEMENT PHASE

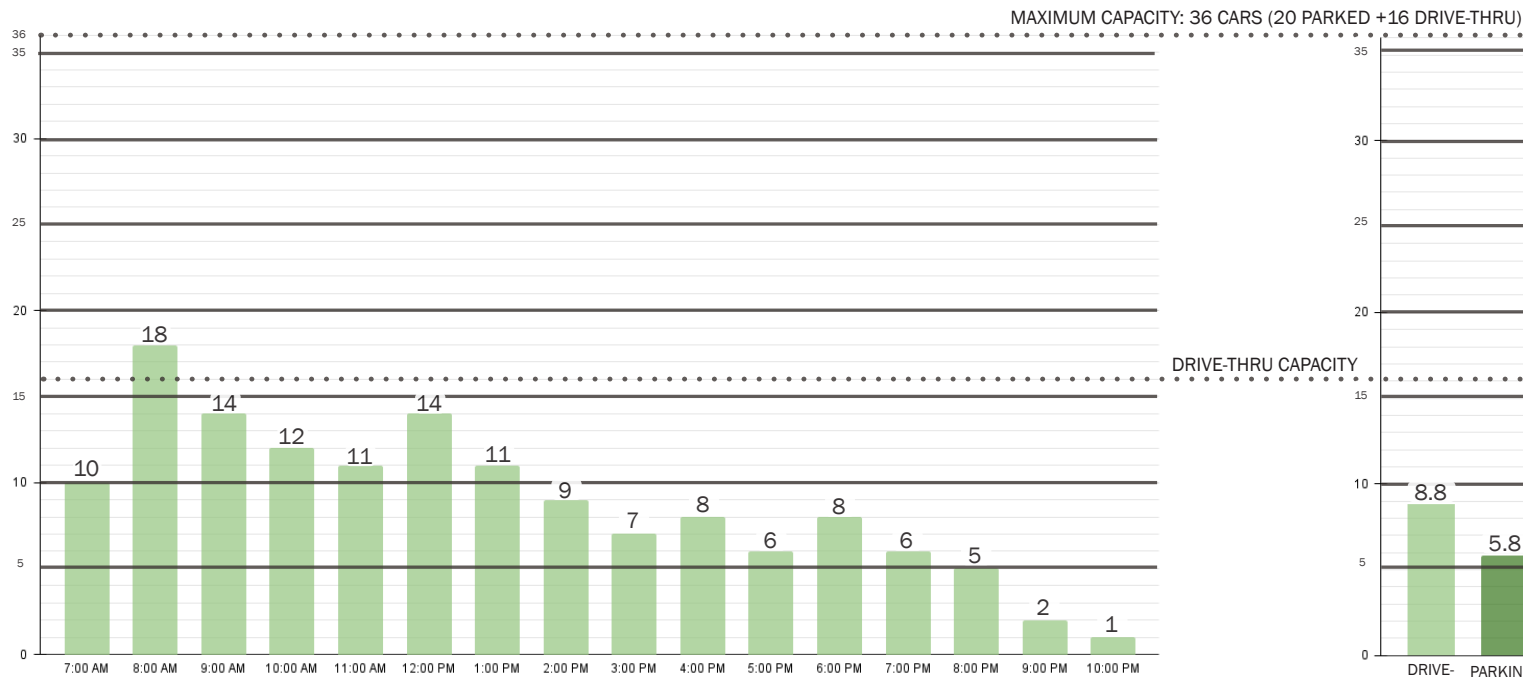


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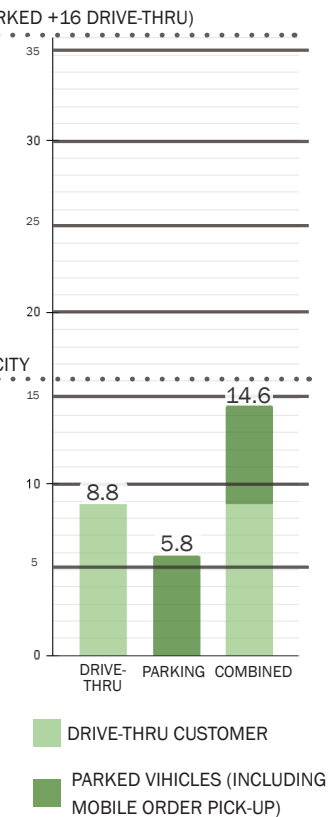
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DRIVE-THRU DEMAND MEASURED HOURLY



DRIVE-THRU AND PARKING DEMAND DAILY AVERAGE



GRAPHIC REPRESENTATION OF DATA FROM QUEUEING STUDY
PERFORMED ON THE HIGHEST VOLUME STORE IN SOUTHERN CALIFORNIA



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OXNARD, CA 93036

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PLANNING COMMISSION MEMORANDUM

TO: Planning Commission

FROM: Joe Pearson II, AICP, Senior Planner

DATE: January 13, 2022

SUBJECT: **Project Name: Vineyard Starbucks Site Renovations;** Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)); 2551 North Vineyard Avenue; APN: 132-0-043-215

Summary

On December 2, 2021, the Planning Commission (the “Commission”) considered PZ No. 21-550-01 (Major Modification to U-916 (Special Use Permit))¹ and made a Motion of Intent to Deny the Project as they could not make all of the Findings required to grant the Major Modification in accordance with Oxnard City Code Section 16-531, and they continued the hearing to January 13, 2022, to ratify the action by approving a Resolution of Denial. The motion carried 4:3:0:0:0².

Staff has prepared the Resolution of Denial for the proposed Project (Attachment A). .

Appeal Process

In accordance with Section 16-545 of the City Code, the Planning Commission’s action on PZ 21-550-01 (MJMD) may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate

¹ The project includes modifications to an existing 2,450 sq ft drive-through fast food restaurant building and to allow for a Starbucks drive-through coffee shop on a 0.66 acre site. The proposed improvements will consist of a small addition, facade changes, revised signage, upgraded landscaping, new parking lot striping, drive-through lane modification to allow for an extended queuing lane to allow for a maximum capacity of 16 vehicles. The request also includes a request for a parking modification to allow for a reduction in the amount of required parking from 50 parking spaces to 35 parking spaces, including 15 spaces which are provided via the drive-thru queue. The parking modification will also allow for 11 of the parking spaces to be compact parking spaces. The project includes a Queue Management Plan. The Project site is located at 2551 North Vineyard Avenue (APN: 132-0-043-215) within the General Commercial Planned Development (C-2-PD) zone district and within the Commercial General land use designation.

² In Favor: Against: Absent: Abstain: Recused

fees before the end of the appeal period. If an appeal is not filed within 18 working days of the Planning Commission's decision, the decision of the Planning Commission shall be considered final.

Attachments

A – Resolution for Denial of PZ 21-550-01

B – Staff Presentation

ATTACHMENT B

STAFF PRESENTATION

Vineyard Starbucks Site Renovations

Planning & Zoning Permit No. 21-550-01
(Major Modification to U-916 (Special Use Permit))

Applicant: Beverly Metz, Starbucks, Applicant

Joe Pearson II, Senior Planner

Scott Kolwitz, Planning and Environmental Services Manager

Planning Commission
January 13, 2022



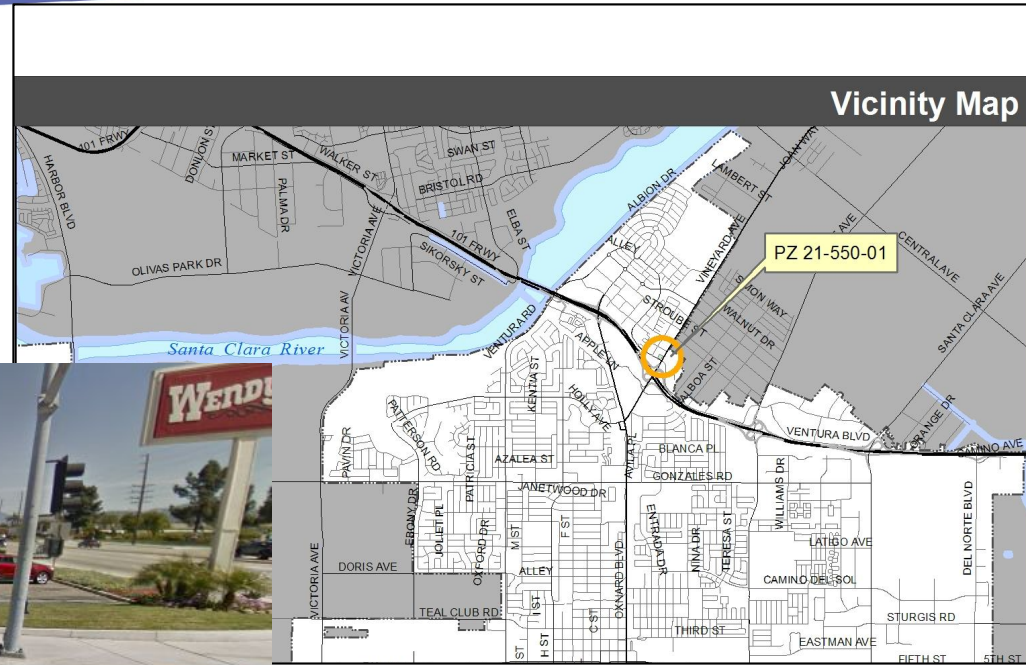
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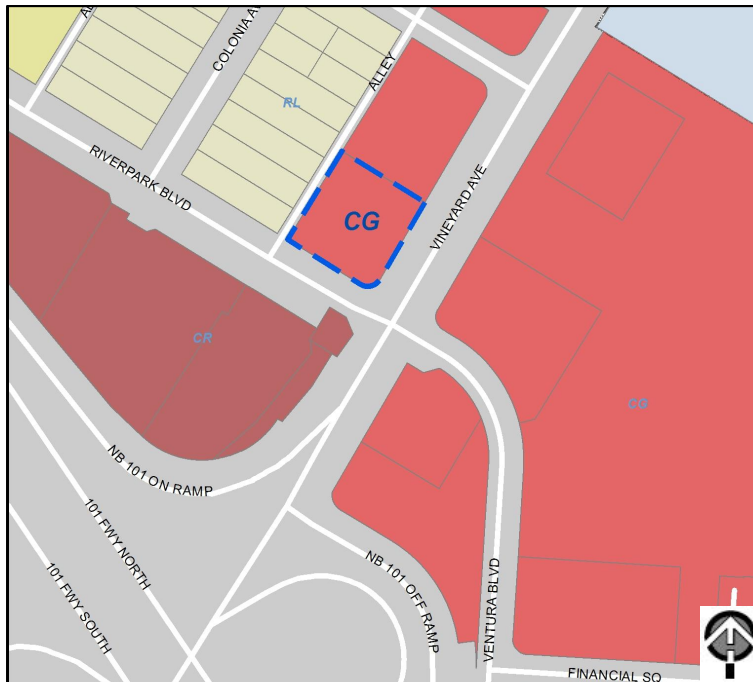
Aerial-View



LOCATION	GENERAL PLAN	ZONING	EXISTING LAND USE
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General Plan & Zoning Maps

General Plan Land Use Designation



Commercial General (CG)

Zoning Designation



General Commercial-Planned Development
(C-2-PD)

Background - Existing Restaurant

- The existing drive-through restaurant and signage were approved in 1980, through a Special Use Permit. Since that time the site has generally remained unchanged, with only minor facade and landscape changes taking place.

Prior Planning Commission Hearings

- On November 4, 2021, the Planning Commission made a motion to continue the Project to the Planning Commission meeting on November 18, 2021, at the request of the Applicant
- On November 18, 2021, the Planning Commission reviewed and deliberated the merits of the Project. The Planning Commission voted on three motions.
 - Motion of Intent to Deny the project (Failed 3 to 3, with one Planning Commissioner absent)
 - Motion to Approve the project (Failed 3 to 3, with one Planning Commissioner absent).
 - Motion to continue the item to the Planning Commission's meeting of December 2, 2021 (Approved 6 to 0, with one Planning Commissioner absent).

December 2, 2021 Planning Commission Hearing

- On December 2, 2021, the Planning Commission considered the Project and made a Motion of Intent to Deny the Project as they could not make all of the Findings required to grant the Major Modification in accordance with Oxnard City Code Section 16-531.
- Specifically, the Planning Commission found they could not make required Finding numbers 2, 3, and 4, due to:
 - Adverse impacts to public health and safety,
 - The inadequate size and shape of the property, and
 - Adverse impacts to adjacent highways as designed.
- The Planning Commission continued the hearing to January 13, 2022, to ratify the action by approving a Resolution of Denial.

Staff Recommendation

Recommendation: That the Planning Commission:

- a) Find the Project to be Statutorily Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15270 (“Projects Which are Disapproved”); and
- b) Adopt Resolution 2022-XX denying Planning and Zoning Permit No. 21-550-01 (Major Modification to U-916 (Special Use Permit)), subject to the findings.



Questions

RESOLUTION NO. 2022– 02

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD DENYING PLANNING AND ZONING PERMIT NO. 21-550-01 (MAJOR MODIFICATION TO U-916 (SPECIAL USE PERMIT)) TO ALLOW FOR MODIFICATIONS TO AN EXISTING 2,450 SQUARE-FOOT DRIVE-THROUGH FAST FOOD RESTAURANT BUILDING AND TO ALLOW FOR A 2,500 SQUARE-FOOT STARBUCKS DRIVE-THROUGH COFFEE SHOP ON A 0.66 ACRE PROJECT SITE AND ADMINISTRATIVE PARKING RELIEF TO DECREASE THE NUMBER OF REQUIRED PARKING SPACES FROM 50 TO 35 (INCLUDING 15 SPACES WHICH ARE PROVIDED VIA THE DRIVE-THROUGH QUEUE) AND TO ALLOW FOR 11 COMPACT PARKING SPACES, LOCATED AT 2551 NORTH VINEYARD AVENUE (APN: 132-0-043-215), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY BEVERLY METZ, OF STARBUCKS, (APPLICANT) 555 ANTON BOULEVARD, COSTA MESA, CA 92626.

WHEREAS, on February 12, 2021, Jennifer Cribbs (the **“Applicant”** and/or **“Permittee”**) submitted a request to allow for modifications to an existing 2,450 square-foot drive-through fast food restaurant building to allow for a Starbucks drive-through coffee shop on a 0.66 acre site at 2551 North Vineyard Avenue (APN: 132-0-043-215). The proposed improvements would consist of a small addition, facade changes, revised signage, upgraded landscaping, new parking lot striping, drive-through lane modification to allow for an extended queuing lane to allow for a maximum capacity of 16 vehicles. The request also includes a request for a parking modification to allow for a reduction in the amount of required parking from 50 parking spaces to 35 parking spaces, including 15 spaces which are provided via the drive-through queue. The parking modification would also allow for 11 of the parking spaces to be compact parking spaces. The project includes a Transportation Demand Management Plan. The project is located in the General Commercial Planned Development (C-2-PD) zone ; and

WHEREAS, Sections 16-561, 16-651(B)(3) and 16-651(B)(4) of the OCC authorize the Planning Commission to approve a Major Modification and relief from parking requirements; and

WHEREAS, on October 21, 2021, the Planning Commission of the City of Oxnard (**“Planning Commission”**) conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project, to consider the Applicant’s request to approve Planning and Zoning Permit No. 21-550-01 (Major Modification) to allow for modifications to an existing 2,450 square foot drive-through fast food restaurant building to allow for a Starbucks coffee shop on a 0.66 acre site (the **“Project”**), in accordance with Section 16-561 of the Oxnard City Code (OCC) and to allow for a parking modification to allow for 1) a reduction in the amount of required parking from 50 parking spaces to 35 parking spaces, including 15 spaces which are

provided via the drive-through queue, and 2) a parking modification to allow for 11 of the parking spaces to be compact parking spaces in accordance with Section 16-651 of the OCC; and

WHEREAS, on October 21, 2021, the Planning Commission made a motion to continue the Project to the Planning Commission meeting on November 4, 2021, at the request of the Applicant; and

WHEREAS, on November 4, 2021, the Planning Commission reviewed all of the information provided in the staff report and considered the testimony given at the public hearing, including all written communications to the Planning Commission, as well as other pertinent information and deliberated the merits of the Project. The Planning Commission voted on three motions. The first two motions were a Motion of Intent to Deny the project and then a motion to Approve the project. These two motions failed as a result of two tie votes (3 to 3, with one Planning Commissioner absent). A third motion was approved to continue the item to the Planning Commission's meeting of December 2, 2021; and

WHEREAS, on December 2, 2021, the Planning Commission also reviewed all of the information provided in the staff reports and considered the testimony given at the public hearings, including all written communications to the Planning Commission, as well as other pertinent information; and

WHEREAS, on December 2, 2021, the Planning Commission deliberated the merits of the Project and made a Motion of Intent to Deny the Project, subject to the preparation of a written Resolution of Denial to be considered at the Planning Commission meeting on January 13, 2022.

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 finds, that it cannot make the following findings necessary for the proposed Major Modification to a Special Use Permit:

- (2) The nature, condition, and development of adjacent uses, buildings, and structures shall be considered, and no proposed special use permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to such adjacent uses, buildings or structures or to the public health, safety or general welfare.**

The proposed Project will adversely affect and be materially detrimental to the public health, safety or general welfare due to the potential for cars entering into the Project site to back up onto the public right-of-way adversely affecting the adjacent roadways and the East Vineyard Avenue and Riverpark Boulevard intersection, one of the busiest intersections in the City. Based on issues experienced at other local drive-through Starbucks currently operating in the City, Starbucks' queues regularly exceed the limits of the designated queue and back up into the adjacent areas, and no evidence was provided which demonstrates Starbucks' staff is trained in traffic management and drive-through queue control. Unlike many of the other locations, which terminate within a private parking lot thus keeping the impacts off of the adjacent roadways, this drive-through terminates at the site entrance at the public right-of-way. The Planning Commission does not find that the mere number of parking provided and drive-through queue length at the Project site sufficiently mitigates the potential external negative effects that the traffic blockage to this location will cause, mainly cars being queued out of the drive-through stacking area and into Riverpark Boulevard right-of-way causing blockage on not only Riverpark Boulevard but also into the intersection with East Vineyard Avenue.

As a result, any excess queue would immediately spill into the adjacent right of way, blocking both pedestrian and vehicular circulation. Given the major implications of a back up at the East Vineyard Avenue and Riverpark Boulevard intersection, a Transportation Demand Manage Plan is not sufficient to address these adverse impacts. As the project cannot reasonably ensure that vehicles will not exceed the queue and bleed into the right-of-way, the Project would create a safety hazard as vehicles backing up into the intersection will create additional pedestrian conflicts, a traffic delay, and an increased potential for traffic accidents in the intersection. For the reasons stated above, this Finding cannot be met.

- (3) The site that is subject to the Special Use Permit shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and items which may be required by Section 16-532 (Conditions).**

The site is not adequate in size and shape to accommodate the parking and loading facilities required pursuant to the Oxnard City Code. The Planning Commission does not support the administrative parking modification, and as a result the Project has a parking deficiency of 15 spaces, per the Oxnard City Code Section 16-622(F). Of the 35 spaces only 20 are actual parking spaces, as the remainder are provided in the drive-through. The provided parking study did not present a sufficient locally based justification that 20 spaces are sufficient to provide for employee parking, designated mobile pick up, curbside pick up, and regular onsite parking demand for customers. The provided parking study did not present a sufficient locally based justification that 16 drive-through queue spaces

are sufficient. Additionally, the Project site is not sufficient in size to allow for required loading space, which has not been provided. As designed, the site cannot accommodate loading activities while maintaining onsite circulation, due to the one way travel design. This would result in the potential for vehicles to spill out into the adjacent right-of-way, as motorists would not be able to adequately navigate through the site. For the reasons stated above, this Finding cannot be met.

- (4) The site that is subject to the Special Use Permit shall be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.**

The Project will create or significantly aggravate traffic problems at the adjacent roadways and intersections, which will have a direct and adverse impact on the adjacent highways (US 101 and CA 232). The added traffic demand from the Project would result in a greater-than-average likelihood of grid blocking at the intersection and being exacerbated or occurring at greater frequencies due to cars extending out into Riverpark Boulevard. The ability to make a U-turn traveling eastbound on RiverPark Boulevard is problematic, and the project would necessitate the installation of a No U-turn sign at that location. However, the intersection of Vineyard Avenue and Riverpark Boulevard is a state controlled intersection. As a result, any changes to the operation of the intersection would need to be approved by the California Department of Transportation (Caltrans), and would ultimately be controlled by Caltrans. Since the intersection is not under the applicant's or the City's control, the Project cannot be required to install the necessary signage as a condition of this permit. For the reasons stated above, this Finding cannot be met.

SECTION 2. Based on the findings set forth above, each of which provides a separate and distinct basis for denial, the Planning Commission hereby denies Planning and Zoning Permit No. 21-550-01 (Major Modification) as the Planning Commission is unable to make all of the Findings required by Oxnard City Code Section 16-531 in order to grant a Special Use Permit.

SECTION 3. The proposed project is Statutorily Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15270 ("Projects Which are Disapproved") because the proposed Project is denied.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 13th day of January 2022.

Daniel Chavez, Jr., 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 13th day of January, 2022, and carried by the following vote:

AYES: Commissioner(s): Chair Chavez, Vice Chair Arruejo, Commissioners Connelly, Meyer

NOES: Commissioner(s): Commissioners Nash, Lopez, Sanchez

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

Scott Kolwitz, Secretary

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE APPEAL AND OVERTURNING THE PLANNING COMMISSION DENIAL OF THE PLANNING AND ZONING PERMIT NO. 21-550-01 (MAJOR MODIFICATION TO U-916 (SPECIAL USE PERMIT)) TO ALLOW FOR MODIFICATIONS TO AN EXISTING 2,450 SQUARE-FOOT DRIVE-THROUGH FAST FOOD RESTAURANT BUILDING AND TO ALLOW FOR A 2,500 SQUARE-FOOT STARBUCKS DRIVE-THROUGH COFFEE SHOP ON A 0.66 ACRE PROJECT SITE AND ADMINISTRATIVE PARKING RELIEF TO DECREASE THE NUMBER OF REQUIRED PARKING SPACES FROM 50 TO 35 (INCLUDING 15 SPACES WHICH ARE PROVIDED VIA THE DRIVE-THROUGH QUEUE) AND TO ALLOW FOR 11 COMPACT PARKING SPACES, LOCATED AT 2551 NORTH VINEYARD AVENUE (APN: 132-0-043-215), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY BEVERLY METZ, OF STARBUCKS, (APPLICANT) 555 ANTON BOULEVARD, COSTA MESA, CA 92626.

WHEREAS, on February 12, 2021, Jennifer Cribbs (the “**Applicant**” and/or “**Permittee**”) submitted a request to allow for modifications to an existing 2,450 square-foot drive-through fast food restaurant building to allow for a Starbucks drive-through coffee shop on a 0.66 acre site. The proposed improvements will consist of a small addition, facade changes, revised signage, upgraded landscaping, new parking lot striping, drive-through lane modification to allow for an extended queuing lane to allow for a maximum capacity of 16 vehicles. The request also includes a request for a parking modification to allow for a reduction in the amount of required parking from 50 parking spaces to 35 parking spaces, including 15 spaces which are provided via the drive-through queue. The parking modification will also allow for 11 of the parking spaces to be compact parking spaces. The project includes a Transportation Demand Management Plan. The project is located in the General Commercial Planned Development (C-2-PD) zone at 2551 North Vineyard Avenue (APN: 132-0-043-215); and

WHEREAS, Sections 16-561, 16-651(B)(3) and 16-651(B)(4) of the OCC authorize the Planning Commission to approve a Major Modification and relief from parking requirements; and

WHEREAS, on October 21, 2021, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project, to consider the Applicant’s request to approve Planning and Zoning Permit No. 21-550-01 (Major Modification) to allow for modifications to an existing 2,450 square foot drive-through fast food restaurant building to allow for a Starbucks coffee shop on a 0.66 acre site (the “**Project**”), in accordance with Section 16-561 of the Oxnard City Code (OCC) and to allow for a parking modification to allow for 1) a reduction in the amount of required parking from 50 parking spaces to 35 parking spaces, including 15 spaces which are provided via the drive-through queue, and 2) a parking modification to allow for 11 of the parking spaces to be compact parking spaces in accordance with Section 16-651 of the OCC; and

WHEREAS, on October 21, 2021, the Planning Commission made a motion to continue the Project to the Planning Commission meeting on November 4, 2021, at the request of the Applicant; and

WHEREAS, on November 4, 2021, the Planning Commission reviewed all of the information provided in the staff report and considered the testimony given at the public hearing, including all written communications to the Planning Commission, as well as other pertinent information and deliberated the merits of the Project. The Planning Commission voted on three motions. The first two motions were a Motion of Intent to Deny the project and then a motion to Approve the project. These two motions failed as a result of two tie votes (3 to 3, with one Planning Commissioner absent). A third motion was approved to continue the item to the Planning Commission's meeting of December 2, 2021; and

WHEREAS, on December 2, 2021, the Planning Commission also reviewed all of the information provided in the staff reports and considered the testimony given at the public hearings, including all written communications to the Planning Commission, as well as other pertinent information; and

WHEREAS, on December 2, 2021, the Planning Commission deliberated the merits of the Project and made a Motion of Intent to Deny the Project, subject to the preparation of a written Resolution of Denial to be considered at the Planning Commission meeting on January 13, 2022.

WHEREAS, on January 13, 2022, the Planning Commission voted 4-3, to adopt Resolution No. 2022-02 to deny the project; and

WHEREAS, on January 19, 2022, the Appellant filed a timely Appeal application with the City of the decision of the Planning Commission's denial of Planning and Zoning Permit No. 21-550-01 within 18 days after the Planning Commission action pursuant to Sections 16-544 and 16-545 of the Oxnard City Code ("OCC"); and

WHEREAS, on February 15, 2022, the City Council conducted a duly noticed public hearing to consider the Appellant's Appeal of the Planning Commission's decision to Deny Planning and Zoning Permit No. 21-550-01 (Major Modification) in accordance with Oxnard City Code Sections 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, on February 15, 2022, the City Council also reviewed all of the information provided in the staff report, attachments, environmental document, and considered the testimony given at the public hearing, including all written communications to the Planning Commission and City Council, as well as other pertinent information; and

WHEREAS, on February 15, 2022, the City Council deliberated the merits of the Project and Appeal and made a motion to of Intent to Approve the Appeal and overturn the Planning Commission's Denial of Planning and Zoning Permit No. 21-550-01 finding that the Appellant has provided substantial evidence to support the Appeal, subject to the preparation of a written Resolution of Approval to be considered at the City Council meeting on March 15, 2022; and

WHEREAS, the Project has been reviewed by the Development Advisory Committee (DAC) and the DAC has prepared conditions of approval that are incorporated within the recommended permits; and

WHEREAS, the City Council finds that the Project conforms to the City of Oxnard 2030 General Plan elements thereof and the Oxnard City Code for the reasons set forth in the City Council Staff Report; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Class 1 Categorical Exemption (Section 15301). Further, the project does not trigger any of the Exceptions to the Exemptions (15300.2):

- A. Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located. A project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply to all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.**

The project site has a 2030 General Plan land use designation of Commercial General and is in the General Commercial - Planned Development (C-2-PD) zoning designation. The project is currently developed with an existing fast food drive-through restaurant and is surrounded by other commercial and residential urban development. The project site and adjacent sites do not contain any known environmental resource of hazardous or critical concern. Therefore, the project will have no impact on an environmental resource of hazardous or critical concern.

- B. Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.**

The existing development consists of a drive-through fast food restaurant. The proposed development would intensify the use and modify the operational characteristics of the existing development to allow the proposed drive-through coffee shop, but the project also includes site modifications which are intended to improve the site conditions including circulation and aesthetics. As such, the proposed Project is consistent with the 2030 General Plan and Oxnard City Code and is compatible with the physical scale and character of allowable development in the project area. Any projects requiring discretionary approval would be analyzed with the General Plan and the Oxnard City Code for consistency and CEQA for any potential impacts. Therefore, the project will have no significant cumulative impact.

- C. Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.**

The existing development consists of a drive-through fast food restaurant. The proposed development would intensify the use and modify the operational characteristics of the existing development to allow the proposed drive-through coffee shop, but the project also includes site modifications which are intended to improve the site conditions including circulation and aesthetics. The proposed site improvements will not result in an unusual circumstance that would cause the project to have a significant effect on the environment. The Project will not alter the urban development (commercial and residential) character of the surrounding development and the property does not contain any unusual environmental characteristics as the property will be surrounded on all sides by commercial and residential development. Therefore, the Project will not have a significant effect on the environment due to unusual circumstances.

- D. Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements, which are required as mitigation by an adopted negative declaration or certified EIR.**

The Project is not located in or adjacent to a state designated scenic highway.

- E. Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site, which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

The proposed project site is not included on any list compiled pursuant to Section 65962.5 of the Government Code.

- F. Historical Resources. A categorical exemption shall not be used for a project, which may cause a substantial adverse change in the significance of a historical resource.**

The project site does not contain an existing or potential landmark, point of interest, or historic resource, and it is not located within an existing, proposed, or potential Historic District. Therefore, the proposed project will not cause a substantial adverse change in the significance of a historical resource.

WHEREAS, on March 15, 2022, the City Council reviewed all of the information provided in the staff report and considered the testimony given at the public hearing, including all written communications to the Planning Commission and City Council, as well as other pertinent information; and

WHEREAS, on March 15, 2022, the City Council finds after due study and deliberation that the that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

WHEREAS, the proposed project is consistent with the following:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY APPROVES PLANNING AND ZONING PERMIT NO. 21-550-01 (MAJOR MODIFICATION), SUBJECT TO THE FOLLOWING FINDINGS AND CONDITIONS:

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council and Planning Commission Staff Reports and all attachments thereto, the City Council finds:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.

As described in the Planning Commission's Staff Report dated October 21, 2021 ("Planning Commission's Staff Report"), the existing development consists of a drive-through fast food restaurant. The proposed development would intensify the use and modify the operational characteristics of the existing development to allow the proposed drive-through coffee shop. The Project is within the General Commercial Planned Development (C-2-PD) zone district which is consistent with the 2030 General Plan land use designation of Commercial General.

As discussed in detail in the Planning Commission's Staff Report Sections b, c, d, e, f, and g, the Project, as designed and conditioned, meets all applicable development standards with the approval of the Administrative Parking Relief under OCC 16-651(B)(3), "Compact parking spaces" to allow for 11 of the required parking spaces to be compact spaces, and OCC 16-651(B)(4), "Decrease in required parking spaces" to reduce the number of required parking spaces.

The new business and associated improvements does not change the land use of the subject site. The project site is not subject to a Specific Plan. Therefore, the proposed project is in compliance with the 2030 General Plan and other adopted policies of the City of Oxnard and meets this Finding.

2. The nature, condition and development of adjacent uses, buildings and structures shall be considered, and no proposed Special Use Permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

As described in the Planning Commission's Staff Report, pursuant to the 2030

General Plan land use designation “Commercial General” and the General Commercial - Planned Development (C-2-PD) zoning district, the proposed use of the project site as a drive-through coffee shop, is an allowed use, subject to a Special Use Permit. The surrounding uses are characterized by commercial uses, which are predominantly commercial centers, other drive-through facilities serving food products, and residential uses. Construction activities, anticipated uses, and development design will be subject to standard construction requirements of the Building, Fire, and Traffic Codes. Additionally, the redesign of the Project and the included conditions of approval, will minimize the potential for impacts to adjacent roadways and properties. Therefore, the proposed use and improvements, as conditioned, will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

- 3. The site that is subject to the Special Use Permit shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and items which may be required by Section 16-532 (Conditions).**

As described in the Planning Commission’s Staff Report, the project as designed and conditioned meets the development standards of the General Commercial Planned Development (C-2-PD) zone as described above in Finding Section 1(1). The Project will result in an overall increase in onsite landscaping, with the landscaping increasing from 22.8 percent of the site to 26.4 percent. The majority of the new landscaping will be installed along North Vineyard Avenue, a designated scenic corridor which requires a landscaped buffer of at least 30 feet. The existing parking lot is located within this 30-foot area and is considered to be a “legal nonconforming” existing condition. The drive-through queue will be located within this 30-foot paved area, but paved areas will be removed and additional landscaping is proposed to be installed on both linear sides of the drive-through queue within the 30-foot area. This new landscaping will bring the project site more into compliance with the General Plan’s 30-foot wide landscape buffer standard. The revised site landscaping will provide parkways and landscape areas throughout the parking lot that will feature low water use, native and regionally adapted plants including grasses, succulents, and trees. Additionally, 8 trees will be added throughout the property, which will assist in meeting the requirement of 1 tree for every 40 feet of property line. As such, the subject site is adequate in terms of size and as developed the development meets or exceeds City’s design standards.

- 4. The site that is subject to the Special Use Permit shall be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.**

As described in the Planning Commission’s Staff Report, the existing development consists of a drive-through fast food restaurant. The proposed development would intensify the use and modify the operational characteristics of the existing development to allow the proposed drive-through coffee shop. The Project site is and will be accessed from Riverpark Boulevard via the existing driveways. The City’s Traffic Engineer finds that the proposed project, as conditioned, and in the context of the documentation provided and reviewed demonstrate that there is sufficient vehicle

queue and parking capacity. The project has provided and been conditioned to implement a Transportation Demand Management Plan (TDMP) that identifies how the internal circulation of the site shall be managed, back-ups are avoided, and conflicting turning movements are to be avoided with the introduction of the new business operations. Therefore, the site has sufficient access to streets and highways that are adequate in size and existing intersections adjacent to the project site will operate at acceptable levels of service.

5. The site that is subject to the Special Use Permit shall be provided with adequate sewerage, water, fire protection and storm drainage facilities.

As described in the Planning Commission's Staff Report, the existing development consists of a drive-through fast food restaurant. The proposed development would intensify the use and modify the operational characteristics of the existing development to allow the proposed drive-through coffee shop. The proposed Project improvements have been found to be consistent with anticipated development for this site. Furthermore, the Project will be served by existing City of Oxnard water and sewer mains and adequate Fire Protection will be provided as determined by the Development Advisory Committee. In accordance with the Stormwater Quality Conditions of this Resolution, the Project's design will comply with stormwater control measures as required by the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit. The Project is consistent with the level of development identified under the General Plan and Oxnard City Code, and therefore are within the anticipated level of development. The project is not anticipated to result in any significant impacts to utilities and public services. Therefore, the site for the proposed use will be provided with adequate sewage, water, fire protection and storm drainage facilities.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to CEQA Guidelines §15301 (Class 1) of the State CEQA Guidelines. The Project involves a request to convert an existing drive-through fast food restaurant to a drive-through coffee shop. The small addition will only increase the building size by 50 square feet or approximately 2 percent, and will be within the existing developed area. Onsite circulation will be improved through the realignment of the drive-through lane. This will work to prevent impacts to adjacent roadways. In addition to the design improvements, a Transportation Demand Management Plan will be implemented for the site to prevent vehicles from backing-up into adjacent roadways. As a result, this Project will not result in any significant effects relating to traffic, noise, or air quality. The City Council has determined that there is no substantial evidence that the project will have a significant effect on the environment and no Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption. The Planning & Environmental Services Manager is hereby authorized to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein and the Staff Report and all attachments thereto, the City Council hereby approves Planning and Zoning Permit No. 21-550-01 (Major

Modification), subject to the attached conditions of approval.

SECTION 4. The decision of the City Council shall be final.

SECTION 5. The City Clerk shall certify the adoption of this Resolution.

CONDITIONS OF APPROVAL

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic
PD	Police	B	Building Plan Checker
SC	Source Control	FD	Fire
PK	Landscape Design	CE	Code Enforcement

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated March 15, 2022, (“the plans”) on file with the Planning Division. The Project shall conform to the plans, except as otherwise specified in these conditions, or unless a Minor Modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a subsequent Major Modification to the plans is approved by the Planning Commission. A Minor Modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A Major Modification shall be required for substantial changes or increases in such items (PL, *G-2*).

3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements (PL, G-3).
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
5. By commencing any activity related to the Project or using any structure authorized by this permit, Applicant accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein (CA, G-5).
6. Applicant agrees, as a condition of adoption of this resolution, at Applicant's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process (CA, G-6).
7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the Project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail (CA, G-7).
8. Applicant shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Applicant shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager (PL, G-8).
9. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code except as modified by the Administrative Parking Relief granted by the City Council. (PL/B, G-9). Each compact parking stall is to have the word "compact" painted at the entrance of the space in letters a minimum of eight-inches in height.
10. Before placing or constructing any signs on the Project property, Applicant shall obtain a sign permit from the City. Except as provided in the sign permit, Applicant may not change any signs on the Project property (PL/B, G-10).
11. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
12. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
13. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be

handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)

14. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
15. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

LANDSCAPE STANDARD CONDITIONS

16. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, PK-1)
17. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)
18. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
19. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensue compliance (PK, PK-4)
20. Prior to the issuance of City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)
21. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
22. At the time of landscape plan check submittal, the landscape planting and irrigation plans shall comply with the current title 23 Model Water Efficient Landscape Ordinance (MWELO). (PK, PK-7.1)
23. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
24. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES

requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)

25. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)
26. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

PLANNING DIVISION SPECIAL CONDITIONS

27. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
28. Developer shall remove any and all graffiti from the project premises within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch.
29. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval of the Planning Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
30. Applicant shall screen, to the satisfaction of the Planning Manager, any HVAC equipment visible from the public right-of-way. Screening plants shall be consistent with other species on the property and a minimum size of five gallons. (PL)
31. Applicant shall seek approval for the proposed monument sign under separate building permit. (PL)
32. Prior to building permit issuance, the developer shall provide a public improvement plan which identifies, and includes, city fiber optic network infrastructure. This shall be established by installing fiber optic infrastructure to the project's frontage on the east side of Riverpark Blvd according to city specifications. The fiber optic network infrastructure must be included in the project's master utility plans and installed prior to the granting of a certificate of occupancy.

33. Prior to submitting plans to Building and Engineering for Plan Check, the project plans are to be modified to add trees and drive-through screening along Vineyard Avenue to the satisfaction of the Community Development Director. No less than four trees shall be added spaced approximately 40 feet apart. In addition to the trees a 36-inch high landscape berm or a combination of a 36-inch high decorative wall and landscaping shall be provided to screen the drive-through lane.
34. Design measures to avoid vehicle and pedestrian/bicycle conflicts shall be maintained. Direct pedestrian entry through the front of the building shall be maintained from streets and sidewalks to the building entrance. Well articulated pedestrian routes and zones shall be maintained on the site, linking building entrances and parking areas. Drive-through lanes should be maintained to minimize conflicts with pedestrian walkways, bicycle routes, and paths of travel. Drive-through lanes that obstruct a pedestrian pathway between parking areas or sidewalks and entries into the building should maintain a pedestrian crossing that is delineated by landscaping, striping, curbing, and raised or decorative paving to separate pedestrian and vehicular access and circulation to the satisfaction of the Community Development Director.
35. The location of drive-through facilities in relation to the building, including the location of the pick-up windows, stacking lane, and vehicle access, shall be oriented in a manner such that headlight glare is not directed towards oncoming traffic on public streets, or is to be screened with landscaping, berms, walls or other means to the satisfaction of the Community Development Director.
36. The drive-through may operate 24 hours per day but the speaker box shall be equipped with an automatic volume control. The design of the drive-up audio system shall control and minimize the volume of the system to comply with the City's Noise Regulations in order to control unnecessary, excessive and annoying noises which could be detrimental to the public health and welfare to the satisfaction of the Community Development Director.
37. Prior to the issuance of a Building Permit, the Applicant/Operator is to submit a draft Transportation Demand Management Plan (TDMP) that identifies how the internal circulation of the site shall be managed, back-ups are avoided, and conflicting turning movements are to be avoided with the introduction of the new drive-through use. The TDMP should describe solutions that are available through personnel, technology and/or temporary and permanent barriers. For instance, the Applicant may propose using roving staff with mobile ordering devices when the drive-through exceeds the designed capacity. Prior to the issuance of a Certificate of Occupancy, the Community Development and Public Works Departments shall approve the TDMP.
38. After implementation of the TDMP, and upon the determination of the Community Development or Public Works Departments that the TDMP created for the drive-through use is not functioning effectively, or upon any future modification or expansion, the TDMP shall be comprehensively re-evaluated by the Community Development and Public Works Departments. This TDMP re-evaluation work effort shall be accompanied by a filing fee determined by the Community Development Director and Public Works Director to address staff review time by Community Development and Public Works staff.

39. All dining establishments with cooking operations shall implement best management practices to minimize the potential release of food processing facility odors and smoke outside the building as could be detected at the property line. Such best practices could include changing operating practices, improving maintenance of cooking equipment, installing odor control equipment, and/or upgrading venting systems to control unnecessary, excessive and annoying odors or smoke which in the judgement of the City of Oxnard or the Ventura County Air Pollution Control District is determined to be a public nuisance or to be detrimental to the public health and welfare.
40. No alcohol use of any type is approved as a part of this action. A separate alcohol use request must receive a Special Use Permit approved by the City and Alcohol Beverage Control prior to inauguration of the use.
41. Developer shall repair and/or replace any existing broken or damaged sidewalk, curb gutter or asphalt paving adjacent to property due to the construction of the Project, as directed by the City Inspector. (DS)
42. Developer shall construct a waste enclosure, with a roof and level concrete pad for the storage of the required containers out of view of the public street. Developer shall provide a concrete apron in front of the enclosure to facilitate proper servicing. Enclosure gates must be constructed to allow eight (8) feet of clear space to allow passage of the City issued containers. (DS)

PLANNING DIVISION STANDARD CONDITIONS

43. Any application for a Minor Modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)
44. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by Resolution of the Community Development Director in all sets of construction documents and specifications for the project. (PL, *PL-3*)
45. Before the City issues building permits, Developer shall provide to the Planning Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Community Development Director. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)
46. Developer acknowledges that because of population limitations placed on the City by the Air Quality Management Program, approval of this permit does not guarantee that the City will issue building permits. The City's issuance of building permits may be delayed as a result of implementation of an air quality plan. (PL, *PL-5*)
47. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, *PL-7*)

48. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect
49. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
50. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.
51. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)
52. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)
53. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16).

POLICE DEPARTMENT STANDARD CONDITIONS

54. A condition of approval requires compliance with the Outdoor Lighting Code & Guideline
 - a. Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
 - b. Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the exceptions:
 - i. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
 - ii. Luminaires with a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be

partially shielded provided the bulb is not visible, and the fixture has an opaque to keep light from shining directly up.

- c. Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.
55. Graffiti shall be removed within 48-hours of application. (PD)
56. Police recommends graffiti/etching-resistant film application on accessible windowpanes. (PD)
57. Exterior security lighting shall be on photocells and shall be on from dusk to dawn. Exterior lighting of the site including parking areas shall be between 1 and 7 foot candles and shall be in harmony with existing adjacent lighting scheme. (PD)
58. LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature). (PD)
59. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians. (PD)
60. Outdoor lighting instruments shall not be placed in close proximity of parking lot trees. In the event outdoor lighting instruments and trees are in close proximity an additional sheet will be required illustrating light and tree placement showing trees with a 20-year maturity. (PD)
61. Integrated landscape/lighting/photometric plan shall be submitted illustrating a 20-year tree maturity. This is to ensure that tree growth will not adversely impact future lighting and therefore site safety as the project matures. Luminaires used in the photometric calculations shall only include those instruments mounted 8-feet or more above walking/driving surface. This plan shall be submitted and approved prior to the issuance of building permits. (PD)
62. Porte Cocheres and drive-up window areas shall be illuminated between 15 and 30 foot-candles with a gradual drop off transition to adjacent parking/walking areas having illumination of 4 to 7 foot-candles. (PD)
63. Landscape elements shall be arranged to provide clear lines of sight and eliminate potential places of concealment. (PD)
64. Trees shall not be located where they would conflict with lighting instruments. Appropriate proximity is based on a tree's canopy size at twenty-year maturity. (PD)

65. Creeping fig or similar climbing vine shall be used to dissuade the application of graffiti on CMU walls. This specifically includes trash enclosures, where adjacent to landscaped planters. (PD)
66. A security camera system is required to be installed, operated and maintained and shall meet or exceed these minimum standards:
- a. Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Grayscale images are expected for infra-red lighting.
 - b. Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
 - c. Cameras shall have low light capture ability to identify persons conducting transactions or entering the business.
 - d. The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
 - e. The video system shall allow recording, live viewing and playback of recorded video for a period of at least 30 days.
 - f. Video system shall operate 24-hours a day.
 - g. Recorded images shall bear a date and time stamp that cannot be altered.
 - h. Prior to the installation of a security camera system applicant shall submit a plan showing location of cameras and the scope of their capture area. The plan shall include a list of components.
 - i. Camera installations intended to capture images of faces are best located so they target doorways and choke-points for foot traffic.
 - j. Cameras in domed casings are highly encouraged as their area of focus is not easily determined by a casual observer.
 - k. Cameras shall be installed to capture head and shoulder images of persons entering any entrance to the building. Such cameras shall be mounted no higher than 7-feet above the floor in order to capture quality images of faces.
 - l. The security camera system shall be maintained in good working order.
 - m. Images from the security camera system shall be made available to any member of the Oxnard Police Department pursuant to a police investigation or inspection of the operability of the camera system. Requested images shall be delivered in a timely manner.
 - n. Questions concerning security camera requirements can be sent to specialprojects@oxnardpd.org
67. An intrusion alarm system shall be installed and maintained. It shall utilize motion and infrared technology to differentiate between human and non-human motion or other technology approved by the Chief of Police or his/her designee. The alarm system shall be compliant with Oxnard City Code 11-95 through 11-100.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

68. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)

69. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Building and Engineering Division. (DS-3)
70. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)
71. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)
72. Before connecting the project to existing sewer and water service laterals, Developer shall inspect (pothole or video) existing lateral(s) and arrange for City staff to view inspection results. Developer shall make repairs to such facilities as determined necessary by City staff. Developer shall bring all existing water services into compliance with current City standards including removal of unused water or sewer laterals by disconnection at the main. (DS-7)
73. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
74. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
75. Prior to issuance of a site improvement permit, Developer shall provide to the Building and Engineering Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
76. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If the Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the City Engineer issue a stop work order until such time as the graffiti is removed. (DS-20)

77. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
78. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
79. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
80. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
81. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
82. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)
83. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
84. Developer shall design all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 18- inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS-32)
85. Developer shall design project grading to convey stormwater to a street, alley, or approved drain so that there are no undrained depressions. (DS-35)

86. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
87. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
88. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
89. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
90. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
91. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15-feet from the face of the enclosure. (DS-69)
92. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
93. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)
94. Developer shall construct the trash enclosure with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall provide a traffic rated drainage inlet within the enclosure to catch all enclosure wash water. This drain shall connect to the sanitary sewer system via a grease interceptor by a gravity system. If a gravity system is proven infeasible by the Developer and approved by the City Engineer, the connection may be waived provided that spill control design measures are incorporated. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Building and Engineering Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS-80)

95. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)
96. Using forms provided by the Building and Engineering Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the City Engineer approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)
97. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets and catch basins with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)
98. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs"). Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)
99. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP"). The Local SWPPP shall be developed and implemented in accordance with requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site

improvement/grading permit. Developer shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-87)

100. Developer shall install 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") in all catch basins accepting stormwater runoff from any portion of this project that meets the definition of 'Priority Land Use' as defined by the Amendments at the time of issuance of a grading/site improvement permit. The Devices shall be sized and designed in accordance with requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures ("TGM"). (DS-88)

DEVELOPMENT DIVISION SPECIAL CONDITIONS

101. Developer shall reconstruct the existing walkway from the public right-of-way to the building to be at 5-feet wide minimum, in full compliance with 2019 CBC disabled access standards. (DS)
102. In accordance with City Code, Developer shall provide separate services and water meters for commercial and irrigation. (DS)
103. Developer shall design the storm drain inlets to allow 6-inches of stormwater to pond over the catch basins or submit an alternative design to demonstrate that enough head will develop over the inlets to capture the required runoff rate and volume. (DS)
104. The trash enclosure shall be designed with sufficient room to house all of the required dumpsters and food waste containers with doors facing the alley. The gates or doors shall not interfere or block any portions of the alley. The design shall also allow the bins to be serviced without the need to be shuffled inside the storage room. An accessible path of travel shall connect the building employee door to the enclosure without steps. (DS)
105. The site drainage shall be designed to maintain the pre-existing drainage pattern. No alteration of drainage pattern is allowed unless approved by the City Engineer. (DS)
106. Developer shall properly abandon all existing sewer and water laterals currently extended to the site that will not be used in the final design, as required by the City Engineer. Abandonment shall occur at the City main. (DS)

TRAFFIC DIVISION SPECIAL CONDITIONS

107. The Transportation Demand Management Plan shall provide direction for onsite circulation signage. The project design shall include appropriate onsite traffic signs to instruct drivers not to queue in the public sidewalk and public roadway to the City Traffic Engineer's satisfaction. Signage shall indicate that there is additional parking onsite. Onsite directional signage shall be designed with one double-faced permanent directional sign per vehicular entrance, provided such signs do not exceed three square feet in area

each. Onsite traffic sign square footage shall not be included within the total Advertising Signs sign area, as defined by Oxnard City Code, Chapter 16, Article IX, allowed on the project site. (TR)

108. The Developer shall comply with Oxnard City Code Section 16-639 in relation to the design of parking stalls within the development, or as approved by the Planning Commission. (TR)
109. The site shall be designed and operated in a manner that vehicles do and will not spill into the adjacent street waiting to enter the site or into the drive-through aisle. Vehicles must be able to pull into the drive-through entrance lane as easily and quickly as possible. Final project design shall verify that vehicle entrance into the drive lane and then into the drive-through aisle can be accomplished with a single turning movement. The project will need to adjust the location of the drive-through median island nose, as necessary, to allow for these movements. Final design of the driveway and drive-through location shall be subject to the approval of the City Traffic Engineer. (TR)
110. A Transportation Demand Management Plan (June 21, 2021) has been prepared for the project and shall be utilized by the occupant at all times during daily operations to reduce the potential for project traffic to back into the adjacent street system. The Developer is responsible for taking appropriate actions as identified in the Plan, as well as any other necessary means, as directed by the City Traffic Engineer, to ensure traffic does not spill back into the adjacent street system. If traffic does back into the street system the occupant will work with the City to revise the Plan to develop additional measures to limit this occurrence. (TR)
111. A report on the effectiveness of the Transportation Demand Management Plan shall be prepared and submitted for review and approval to the City Traffic Engineer at 6 Months and 12 months after operations begin on the site 1) verify the Plan adequately addresses safety concerns, or 2) propose modifications to ensure the site will be designed and operated in a manner that vehicles will not spill into the adjacent street. Proposed design and operational modifications shall be subject to approval of the City Traffic Engineer. (TR)

ENVIRONMENTAL RESOURCES DIVISION

112. This property is required to comply with state mandated diversion laws (AB 939, AB 341, AB 1826 and SB 1383) and must make provisions to manage three material streams (recycling, organics, trash) in any waste enclosure(s) constructed.
113. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a "Environmental Resources Division Construction and Demolition Waste Management Plan" ("C&D Plan") to the City for review and approval. The C&D Plan shall provide that at least 65% of the waste generated on the project be diverted from the landfill. The C&D Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The C&D Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The C&D Plan shall include the following information: material type to be recycled, reused, salvaged or disposed;

estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the appropriate C&D Plan form as defined by the Environmental Resources Division.

114. Developer shall follow the approved “Environmental Resources Division Construction and Demolition Waste Management Plan” and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of project activity, Developer shall complete and submit the “Environmental Resources Division Construction and Demolition Waste Management Report” (“C&D Report”) and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility’s letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the C&D Report prior to issuance of a certificate of occupancy.
115. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling.
116. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. The Occupancy Plan must clearly state how recyclable and organic material, as appropriate, will be managed on site to be in compliance with applicable state laws (AB 939, AB 341, AB 1826, SB 1383); how restaurant staff will participate in the program; and how customers will be alerted to the presence of recycling on site and how contamination will be minimized. The Occupancy Plan must include what service provider(s) will manage/transport materials to appropriate facilities for processing and/or disposal.
117. Per AB 827, public areas that provide waste collection to customers must have an equitable distribution of containers for recycling, organics and trash that are easily accessible. This requirement does not apply to restrooms.
118. This property is required to adhere to applicable solid waste management ordinances, including future ordinance creation and/or revisions.
119. Any landscaping maintenance resulting in organic material needing disposal, if performed in-house or via third party, must not be placed in the trash. All organic materials are required to be diverted from landfill disposal. Any third-party contract/service agreement must stipulate this requirement and be verified through the Environmental Resources Division.
120. Waste enclosures must conform to the Material Management and Design Guidelines developed by the Environmental Resources Division. A copy of these guidelines can be found here:
<https://www.oxnard.org/wp-content/uploads/2020/09/Design-Guidelines-for-Recycling-Waste-Collection-1.pdf>

121. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a matter approved by the City Engineer.

FIRE DEPARTMENT STANDARD CONDITIONS

122. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
123. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
124. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)
125. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)
126. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
127. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
128. At all times during construction, developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, F-7)
129. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
130. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)
131. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, F-11)

132. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)
133. Developer shall install in each structure in the project a detection/alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department of the point of entry into the structure that is nearest the fire. (FD, *F-13*)
134. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, *F-15*)
135. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)

FIRE DEPARTMENT SPECIAL CONDITIONS

136. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles.
137. Before the city issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department.
138. All drive overhangs shall be a minimum of 13 feet 6 inches.
139. All overhangs are required to be sprinklered as required by City Code.
140. Trash enclosure is required to be sprinklered as required by City Code.
141. FDC is required to be within 50-feet of the fire hydrant and not across drive aisles.

PASSED AND ADOPTED by the City Council of the City of Oxnard on the 15th day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

ATTEST:

Rose Chaparro, City Clerk

John C. Zaragoza, Mayor

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



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

DATE: March 15, 2022
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Channel Islands Water Quality and Quality Assurance Project Plan (QAPP) Report.

RECOMMENDATION

That the City Council receive and file a report on water quality monitoring efforts in the Channel Islands Harbor.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The change in water quality in Channel Islands Harbor (the Harbor) since the decommissioning of the Mandalay Power Generating Station (Power Plant) has prompted the City of Oxnard (City) and residents of the Harbor communities that include Harbour Island, Mandalay, Seabridge, and Westport (collectively Channel Islands Neighborhood Council, or CINC) to examine the causes of water quality degradation, and to seek funding for mitigation projects. To access available grant funding for these projects, water quality data is needed to identify key contaminants and the sources of the contamination within the Harbor and Edison Canal (Canal). This data is being provided to the Los Angeles Regional Water Quality Control Board (LARWQCB) to determine if the Canal and the Harbor are impaired water bodies that should be identified on the State's list of impaired and threatened water bodies (303(d) list). If listed, the City would be able to compete for water quality grants that are offered by the State of California.

Mandalay Power Generating Station

In June 2018, an algal bloom occurred in the Harbor. The bloom was followed by widespread low levels of dissolved oxygen in the water. This is presumably related to the bacterial decomposition of algae during warm weather conditions. The bloom and subsequent low oxygen event may have been caused by the changes in the circulation of water within the Harbor that occurred after the Power Plant was decommissioned on March 29, 2018, as part of a mandate from the California State Water Resources Control Board.

Cooling water for the Power Plant was obtained by pumping from a 2.5-mile man-made canal at the north end of the Harbor that was specifically constructed to provide the water necessary to be drawn into the pass-through cooling of the Power Plant. This activity established a significant and constant draw of the water from the Harbor. As a result of the abandonment of the pumps, the consistent flow of water from the Harbor, into the Canal, and back into the ocean had effectively stopped.

The City contracted with Aquatic Bioassay Consultants Laboratories (ABC) to conduct a study as to why and how the algal bloom occurred. The study concluded that the residence time of water in the Harbor had increased as much as 92% since the pumps were decommissioned. The residence times of the water currently range from 15-17 days in the southern portion of the Harbor and 53-70 days at the northern end. According to ABC, this may cause excessive algal growth and the subsequent depletion of dissolved oxygen in the water as a result of the algae blooms dying. Since the long residence times of the water persists at the northern end of the Harbor, the possibility of additional algal blooms and associated low

dissolved oxygen levels remain a concern.

Nutrient sampling was conducted in the Harbor and Canal following two (2) rain events and during two (2) dry weather periods in fall 2018 and winter 2019. The Nitrogen and phosphorus concentrations within the Canal were elevated following the wet weather sampling and were much lower during dry weather. This indicated that there is a net influx of nutrients during wet weather that contributes to the algae growth in the Canal, presumably from the surrounding agricultural fields.

In response, the City initiated a monitoring program to analyze the conditions in the Harbor. An automated sensor package was deployed in August 2018 to measure dissolved oxygen and chlorophyll fluorescence (indicator of algal biomass). Four new sensors were installed in March 2019 throughout the northern part of the Harbor. Continuous monitoring of the data generated by these sensors has been instrumental in the identification of emerging water quality events. Two (2) of these sensors were removed from non-critical areas in November 2019 as a cost-saving measure.

Based on the data collected, the City installed seven aeration diffusers in areas of the Harbor with the lowest dissolved oxygen levels as reported by the sensors. In other areas nationwide, aerators have been successfully used to improve water circulation and increase dissolved oxygen levels. However, the benefits in the Harbor have mixed results. After the initial installation of the aerators in 2018, an improvement in dissolved oxygen was measured. Then in April 2020, the aerators were removed for two (2) weeks for routine maintenance and there was no measurable decrease in dissolved oxygen during their absence. Regardless of the mixed results, two of the aerators were reinstalled and remain in operation.

Quality Assurance Project Plan

Faced with the continuation of long water residence times for the water and nutrient loading that created the algal bloom, CINC residents and the City began to explore mitigation options. Through meetings with ABC, the City, and residents, it became clear that there was no short-term, or low-cost solution to improve the Harbor water quality. The LARWQCB recommended that additional water testing, which at the time was funded by the State of California's Surface Water Ambient Monitoring Program (SWAMP) contract, would need to take place in order to expand the analysis of water quality conditions in the Harbor to determine eligibility for the State's 303(d) list of impaired water bodies. To begin this testing, the LARWQCB required the development of a Quality Assurance Project Plan (QAPP) describing the key stakeholders, sampling methods and locations, sample analysis, parameters for volunteer sample collection, quality assurance, and the goals of the project.

The QAPP is intended to build the dataset necessary to determine if the Harbor and the Canal are meeting water quality objectives pertaining to the beneficial uses such as recreation, boating, and fishing that are specified in the Regional Board Basin Plan. The data will provide the information needed to determine Best Management Practices that would mitigate the pollutants that discharge into the Canal. Additionally, capital projects, reductions in runoff from the surrounding agricultural fields, mechanical filtration, aquatic pumping, and/or treatment of the water in the Canal may also be necessary.

Multiple drafts of the QAPP have been reviewed and revised in close partnership and collaboration with ABC, CINC, the SWAMP Coordinator, and the LARWQCB. As implemented, the QAPP tests for an array of bacteria, toxins, and metals to provide the California Environmental Data Exchange Network (CEDEN) compliant information for the assessment that may place the Harbor on the 303(d) list of impaired water bodies. The CINC volunteers, known as the Clean Water Team, serve as the "boots on the ground" for the testing process.

As part of the implementation of the QAPP, CINC volunteers assisted City staff and ABC in the water sampling effort, including volunteer field mobilization, scheduling coordination with contract laboratories, and data collection and reporting. Through collaboration with the SWAMP Coordinator and ABC, volunteers were trained in proper techniques for the collection of the water samples, completion of the chain of custody forms, and input of the raw data.

DISCUSSION

On September 28, 2020, the LARWQCB conditionally approved the QAPP. City staff coordinated with the LARWQCB to ensure the appropriate contracts were in place for processing of samples with Delta Labs, Wood Labs, and ABC Labs.

Due to changes by the State, Delta Labs and Wood Labs were replaced with Babcock Labs for the processing of samples.

On January 21, 2021, CINC and City staff completed the first monthly water sampling in accordance with the QAPP. Monthly sampling continued throughout the year with additional samplings that occurred during wet weather events to measure additional pollutants entering the harbor.

On June 15, 2021, the City applied for a \$1,300,000 grant through the Ocean Protection Council as part of the Water Quality, Supply, and Infrastructure Improvement Act (Proposition 1, 2014). This grant would have funded the feasibility study of multiple water quality and habitat-benefiting solutions, as well as developing a conceptual design and plan for the recommended mitigation measures. However, the City was not awarded this grant due to the competitive nature of the grant and the number of applications received.

As of December 31, 2021, all monthly sampling efforts have been completed and one (1) wet- weather sampling event remains to be collected. City staff and CINC have had discussions with the LARWQCB about extending the sampling efforts for another year, with a request for the State's SWAMP contract to fund these efforts. A response from LARWQCB is pending.

The City, CINC, ABC, and Babcock Labs are working to update the QAPP, including the distribution list, involved parties and roles, the organizational chart, and the sampling and testing methods. This update is expected to be completed by March 2022 and will not impact existing results, or the assessment as needed for the 303(d) list for impaired water bodies.

Additionally, the City, CINC, and representatives from the County of Ventura have had meetings to review efforts, identify all stakeholders, and coordinate future actions regarding the water quality within the Harbor.

In the event the LARWQCB does not fund an additional year of sampling, City staff and the CINC volunteers are evaluating options to continue the water sampling efforts.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no direct financial impact to receive and file this report. ABC will continue to provide sensor monitoring, phytoplankton and bacteria testing, QAPP assistance, and consulting services through November 30, 2023 under agreement A-8093. Fiscal Year 2022-23 expenses are estimated to be \$88,243. LARWQCB and SWAMP are currently funding all samples processed through Babcock Labs.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 22, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.9

DATE: March 15, 2022

TO: City Council

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

SUBJECT: Agreement A-8431 with Executive Facilities Services, Inc. for Custodial Services at Various City Locations.

RECOMMENDATION

That the City Council approve and authorize the:

1. Mayor to execute Agreement A-8431 with Executive Facilities Services, Inc., for a term of one year with the option to extend for two consecutive periods of one year each upon the written agreement of both parties for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount over the entire possible contract term of \$735,000 to provide custodial services for the Water Campus, Blending Stations 3, 4 and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte); and
2. Purchasing Agent to execute amendments to extend the term of Agreement A-8431 up to a total maximum term of three (3) years.

(Public Works and Transportation Committee approved 3-0.)

BACKGROUND

Currently, there are seven utility facilities, at a total of 66,600 square feet, that are not serviced by the City's custodial staff and have been contracted out over the past 18 years to several companies following competitive solicitations. Typically, the City enters into custodial agreements for 2-3 years at a time to ensure the most competitive rates for the size of the agency.

Due to staffing levels, the City has been outsourcing custodial services for these facilities which delivers a full complement of services, including rubbish disposal, anti-bacterial agents, vacuuming, drain clearing, floor waxing, dusting, window cleaning, polishing and thorough break and restroom sanitation. In addition, the vendor provides all cleaning supplies and provisions.

DISCUSSION

On October 5, 2021, the City issued a formal Request for Proposal (RFP) PW 22-40 for custodial cleaning services at the following utility facilities: Water Campus, Blending Stations 3, 4, and 5, Oxnard Wastewater Treatment Plant (OWTP), Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte). A mandatory walk-through of all facilities was conducted on October 20, 2021 and the RFP closed on November 4, 2021. The City received seven proposals and all were reviewed by four staff members consisting of the Material Recovery Facility Manager, Water Operations Manager, AWPf Operations Manager and Management Analyst.

Executive Facilities Services, Inc. was selected through the awarding process, pursuant to the process outlined in the Oxnard Municipal Code. Executive Facilities Services, Inc. was selected based upon meeting lowest bid criteria and

supporting documentation supporting the required service levels. The RFP includes the site-specific custodial service requirements to ensure each individual location has the required level of service. Staff has confirmed that Executive Facilities Services, Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

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

The total cost for this agreement with Executive Facilities Services, Inc. shall not exceed \$735,000 through April 15, 2025, if extended. Services are provided to the Water, Wastewater, and Environmental Resources utility divisions and will commence April 16, 2022. Sufficient funds are available in each respective operating budget for Fiscal Year 2021/22. Funding for future years will be included in the proposed operating budgets for City Council's consideration.

No General Fund money will be used for this Agreement. The following table shows the estimated spending plan for each utility division. There is an estimated 5% inflation increase factored starting in FY 2023-24. "As-needed" costs are estimated within the Agreement to address additional one-time services that may be requested.

Fund	Account	FY 21-22 3.5 months	FY 22-23 12 months	FY 23-24 12 months	FY 24-25 8.5 months	TOTAL
Water	601-6010-842-8209	\$21,000	\$70,000	\$73,500	\$52,000	\$216,500
Wastewater	621-6205-842-8209	\$19,000	\$65,000	\$68,500	\$48,500	\$201,000
AWPF	601-6012-842-8209	\$12,000	\$40,000	\$42,000	\$30,000	\$124,000
Del Norte	631-6301-842-8209	\$12,000	\$40,000	\$42,000	\$30,000	\$124,000
As-Needed	Various	\$7,000	\$22,500	\$23,000	\$17,000	\$69,500
Total		\$71,000	\$237,500	\$249,000	\$177,500	\$735,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 22, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Omar Castro, Water Division Manager, Jan Hauser, Wastewater Division Manager, Todd Vasquez-Housley, Environmental Resources Division Manager

ATTACHMENTS

1. Executive Facilities - A-8431

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: April 16, 2022
- (2) Vendor: Executive Facilities Services, Inc.
- (3) Services: Custodial services for various City locations
- (4) Schedule of Services: Services to be completed through April 15, 2025 if extended
- (5) Agreement Ending Date: April 15, 2023 subject to renewal for up to two (2) consecutive one (1) year terms upon the written agreement of both parties for a maximum total contract term of three (3) years
- (6) Total Agreement Amount: Not to Exceed \$735,000
- (7) City's Project Manager: Brian Yanez, Assistant Public Works Director
- (8) Vendor's Project Manager: RJ Storm-Larsen, Director of Business Development
- (9) Insurance Coverage: INS-B
- (10) What wages are required for this Project?
 - ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
 - ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
 - ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
 - ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:

<i>FOR VENDOR:</i> PO Box 1700 Riverside, CA 92504 Attn: RJ Storm-Larsen, Director of Business Development	<i>FOR CITY:</i> 305 West Third Street, East Wing, Third Floor Oxnard, CA 93030 Attn: Brian Yanez, Assistant Public Works Director
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- (12) Contact Emails:

<i>VENDOR'S PROJECT MANAGER:</i> Rjstorm-larsen@execservices.biz	<i>CITY'S PROJECT MANAGER:</i> brian.yanez@oxnard.org
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The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- | | |
|---|--|
| ☒ Scope of Services Exhibit | ☒ Living Wage Policy Exhibit |
| ☒ Rates and Costs Exhibit | ☐ Prevailing Wages Exhibit |
| ☐ Schedule of Services Exhibit | ☒ Insurance Exhibit (INS-B) |

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

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

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice

and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work.” The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor’s compliance with this Section.

22. Vendor’s Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor’s full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City’s conflict of interest code, Vendor shall be subject to City’s

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnites regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.
40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

EXECUTIVE FACILITIES SERVICES, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

 Christian Ferraro, CFO ² _____ Date

 Debra Ferraro, Board Secretary _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

This proposed Scope of Work describes the services to be performed by successful vendor for the City of Oxnard Public Works Departments.

There are seven (7) Public Works Department locations located at:

- Water Campus, 251 South Hayes Avenue, Oxnard, CA 93030
- Wastewater Treatment Plant, 6001 Perkins Road, Oxnard, CA 93033
- Advanced Water Purification Facility, 5700 Perkins Road, Oxnard, CA 93033
- Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036
- Blending Station No. 4, 3637 North Rose Avenue, Oxnard, CA 93036
- Blending Station No. 5, 908 East Pleasant Valley Road, Oxnard, CA 93033
- Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard, Oxnard, CA 93030

WASTEWATER TREATMENT PLANT

6001 Perkins Road

Oxnard, CA 93033

Vendor shall provide services on a daily basis, beginning at 5:00 p.m., Monday through Thursday and on alternating working Fridays for the City. Vendor shall perform services at the following locations at the Wastewater Treatment Plant:

1. Administration Building (7,090 sq. ft.).
2. Collection Systems Maintenance Building (2,400 sq. ft.).
3. Maintenance Shop Building (2,165 sq. ft.).
4. Solids Processing Building (1,985 sq. ft.).
5. North Area Electrical Building (1,190 sq. ft.).
6. Plant Control Center (3,275 sq. ft.).
7. Digester Control Building (750 sq. ft.).
8. Carpeted Exercise Room (570 sq. ft.).
9. Headworks Facility (800 sq. ft.).

This includes all reception areas, restrooms, kitchenettes, and offices at all locations, as applicable.

Daily Services

1. Empty all waste baskets and replace liners, as necessary.
2. Empty all paper recycling bins.
3. Vacuum all carpeted areas.
4. Spot clean floors and carpets, as needed.
5. Empty all sand urns.
6. Clean and sanitize all restrooms and replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – make sure product is installed correctly in the dispensing unit.
7. Clean counters, table tops and sinks in conference rooms and kitchenettes (replace/refill paper products as needed)
8. Secure all windows and doors prior to leaving.
9. Turn off lights.

Weekly Services

1. Clean hard surface floors.
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets; windowsills, door jams, book shelves, etc.
3. Dust and wax all conference tabletops.
4. Clean all furniture as needed.
5. Treat all drains with bacterial enzymes (urinals, sinks, toilets and floor drains).

Semi Annual Services

1. Wax/Polish floors.
2. Carpet deep clean.

**ADVANCED WATER PURIFICATION FACILITY
5700 Perkins Road
Oxnard, CA 93033**

Vendor shall provide services on a daily basis, beginning at 5:00 p.m., Monday through Thursday and on alternating working Fridays for the City. Vendor shall perform services at the following locations at the Advanced Water Purification Facility (AWPF):

1. Administration Building including restrooms (10,848 sq. ft.).
 - a. 1st Floor (6,135 sq. ft.).
 - b. 2nd Floor (4,713 sq. ft.).
2. Conference Center, including restrooms and catering area (2,552 sq. ft.).
3. Downstairs Catering Area, Toilet and Shower (1,027 sq. ft.).

Daily Services

1. Wipe out inside of trash containers, empty and replace all container liners as necessary.
2. Empty all paper recycling bins.
3. Spot clean floors and carpets, as needed.
4. Clean and polish water fountains and sinks.
5. Clean and sanitize all restrooms and replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – make sure product is installed correctly in the dispensing unit.
6. Clean counters, table tops and sinks in conference rooms and kitchenettes.
7. Wipe down chairs in conference room and kitchenettes, as necessary.
8. Clean and polish all chrome fixtures and mirrors.
9. Secure all windows and doors prior to leaving.
10. Clean entry glass doors, both sides, and any windows on inside conference room, offices and doors.

Twice-Weekly Services

1. Vacuum all carpeted areas.
2. Empty all sand urns.

Weekly Services

1. Clean hard surface floors.
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets, windowsills, door jams, book shelves, etc.
3. Dust and wax all conference tabletops.
4. Clean all furniture as needed.
5. Treat all drains with bacterial enzymes (urinals, sinks, toilets and floor drains).

Semi Annual Services

1. Wax/Polish floors.
2. Carpet deep clean.

WATER DIVISION ADMINISTRATION

**251 South Hayes Avenue
Oxnard, CA 93030**

The vendor shall provide services on a daily basis, beginning at 6:00 a.m. and completing before 5:00 p.m. on Mondays through Thursdays and on alternating working Fridays for the City. Vendor shall perform services at the following locations at the Water Division Facilities:

Water Campus Administration, 251 South Hayes Avenue, Oxnard, CA 93030

1. Multi-Purpose Training Facility (1,200 sq. ft.).
2. Two-Story Desalter Building (1,790 sq. ft.).
3. Administration Building (10,400 sq. ft.).
4. Distribution area, Distribution Meter Shop (700 sq. ft.).
5. South Administration Building (1,750 sq. ft.).
6. Dispatch Building (1,800 sq. ft.).

Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036 (1,260 sq. ft.)

1. Laboratory (170 sq. ft.) with cork flooring and stainless steel sink.
2. Control Room (190 sq. ft.) with cork flooring and formica counters.
3. Bathroom (56 sq. ft.) with tile floor, one (1) toilet, tile/drywall walls.
4. Storage Room/Shower (84 sq. ft.) with tile floor.
5. Meeting/Break Room (368 sq. ft.) with cork flooring and formica counters.
6. Hallway (315 sq. ft.).

Blending Station No. 4, 3637 North Rose Avenue, Oxnard, CA 93036 (200 sq. ft.)

1. Bathroom (70 sq. ft.) with tile floor, one (1) toilet, tile/rough plaster walls.
2. Office (120 sq. ft.) with linoleum square tile floor and cinder block walls.

Blending Station No. 5, 908 East Pleasant Valley Road, Oxnard, CA 93033 (160 sq. ft.)

1. Bathroom (48 sq. ft.) with concrete floor, one (1) toilet, tile/drywall walls and storage cabinet.
2. Main Room (84 sq. ft.) with concrete floor, stainless countertops, stainless steel sink, cinder block walls.

This includes all reception areas, restrooms, kitchenettes, and offices at all locations, as applicable.

Hand sanitizer dispensers to be provided by Vendor at the following areas:

1. Water Campus distribution administration building one (1) restroom.
2. Water Campus distribution wellness center one (1) restroom.
3. Blending Station Four (4) one (1) restroom.

Daily Services – Water Campus

1. Remove all trash and recycled materials from offices, restrooms, kitchenettes, and conference rooms. Dispose in correct outside building containers.
2. Wipe out inside of trash containers and replace all container liners as necessary.
3. Vacuum all carpets.
4. Clean and polish water fountains and sinks.

5. Clean counters, table tops and sinks in conference rooms and kitchenettes.
6. Wipe down chairs in conference room and kitchenettes, as necessary.
7. Restrooms:
 - a. Clean and disinfect all restrooms, including spot cleaning tiled walls around washbasins, toilets and showers.
 - b. Disinfect all commodes and sinks, including undersides and tops of toilet seats.
 - c. Mop tile floors with disinfectant/germicidal solution.
 - d. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder). Make sure they are not installed upside down.
8. Clean and polish all chrome fixtures and mirrors.
9. Use stainless steel cleaner on all metal surfaces.
10. Mop/dust bare/concrete floors.
11. Dust all flat surfaces, using a non-feather duster, includes desk tops, file cabinets, tables, window sills and window ledges, door jams, and bookshelves.
12. Spot clean walls, light switches, doors, and door frames.
13. Spot clean carpets and upholstered office furniture.
14. Clean entry glass doors, both sides, and any windows on inside offices and doors.
15. Pour water down all drains for odor control (floor drains).
16. Remove hard water deposits on all sinks.
17. Replenish all hand sanitizer dispensers and batteries as necessary in the following restrooms:
 - a. Administration building upstairs two (2) restrooms.
 - b. Administration building downstairs two (w) restrooms.
 - c. Desalter building front lobby two (2) restrooms.
 - d. Desalter building upstairs two (2) restrooms.
 - e. Water training facility two (2) restrooms.
 - f. Meter Shop two (2) restrooms.

Twice-Weekly Services – Blending Station Nos. 3, 4 and 5

1. Remove all trash and recycled materials from offices, restrooms, kitchenettes and conference rooms. Trash and recycled materials need to be disposed off-site.
2. Wipe out inside of trash containers and replace all container liners, as necessary.
3. Clean and polish sinks (important to remove residual buildup due to constant running water).
4. Clean counters, table tops and sinks in conference rooms and kitchenettes.
5. Wipe down chairs in conference room and kitchenettes, as necessary.
6. Restrooms:
 - a. Clean and disinfect all restrooms, including spot cleaning mirrors and tiled walls around wash basins, toilets and showers.
 - b. Disinfect all commodes and sinks, including undersides and tops of toilet seats.
 - c. Mop tile floors with disinfectant/germicidal solution.
 - d. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – make sure product is not installed incorrectly in dispensing unit.
7. Mop/dust bare/concrete floors.
8. Pour water down all floor drains for odor control.
9. Remove hard water deposits on all sinks.
10. Replenish all hand sanitizer dispensers and batteries as necessary at Blending Station Control Rooms three (3) and five (5).

Semi Annual Services

1. Wax/Polish floors.
2. Carpet deep clean.

DEL NORTE REGIONAL RECYCLING AND TRANSFER STATION
111 South Del Norte Boulevard
Oxnard, CA 93030

Vendor shall provide services on a daily basis, beginning at 5:00 p.m. (but no earlier than 6:00 p.m. for the Administration Building), Monday through Friday.

1. Administration Building (10,136sq. ft.).
 - a. 1st Floor, including Lobby, and Education Center (7,713 sq. ft.).
 - b. Elevator (63 sq. ft.).
 - c. 2nd Floor (2,360 sq. ft.).
2. North Side of Materials Recovery Facility (962 sq. ft.).
 - a. Restroom 1 (324 sq. ft.).
 - b. Restroom 2 (360 sq. ft.).
 - c. Locker Area (278 sq. ft.).
3. Dispatch Building (700 sq. ft.).
 - a. Common Area (500 sq. ft.).
 - b. Office 1 (75 sq. ft.).
 - c. Office 2 (75 sq. ft.).
 - d. Restroom (50 sq. ft.).
4. Buyback Office (190 sq. ft.).
5. Scale House (150 sq. ft.).
6. Materials Recovery Facility Breakroom (400 sq. ft.).
7. Maintenance Shop Building (150 sq. ft.).
 - a. Office (100 sq. ft.).
 - b. Restroom (50 sq. ft.).

Daily Services

1. Remove all trash and recycled materials from offices, restrooms, kitchenettes, and conference rooms – dispose in correct outside building containers.
2. Wipe out inside of trash containers and replace all container liners as necessary.
3. Vacuum all carpets.
4. Clean, disinfect, and polish sinks.
5. Clean and disinfect counters, table tops, door handles and knobs, and sinks in conference rooms, breakrooms, and kitchenettes.
6. Wipe down chairs in conference room, breakrooms, and kitchenettes, as necessary.
7. Restrooms:
 - a. Clean and disinfect all restrooms, including spot cleaning tiled walls around washbasins, toilets and urinals.
 - b. Disinfect all door knobs, railings, flush levers, commodes, and sinks, including undersides and tops of toilet seats.
 - c. Mop tile floors with disinfectant/germicidal solution.
 - d. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – make sure product is not installed incorrectly in dispensing unit.
 - e. Clean and polish mirrors.
8. Use stainless steel cleaner on all metal surfaces.
9. Dust mop hard floor surfaces.
10. Spot clean walls, light switches, doors, and door frames.
11. Spot clean carpets and upholstered office furniture.
12. Clean entry glass doors, both sides, and any windows on inside offices and doors.
13. Pour water down all drains for odor control (floor drains).
14. Replenish all hand sanitizer dispensers and batteries as necessary.
15. Replenish all air freshener dispensers and batteries as necessary.

Weekly Services

1. Dust all flat surfaces using a non-feather duster, including desk tops, partition tops, file cabinets, tables, window sills, window ledges, door jams, and bookshelves.
2. Clean and polish all metal fixtures such as elevator panels and stairwell railings.
3. Remove hard water deposits on sinks and water fountains.
4. Clean and disinfect microwave and toaster ovens in kitchenettes and break rooms.
5. Wet mop hard floor surfaces.

Monthly Services

1. Dust high reach areas including shelves, ledges, vents, and HVAC grills.
2. Dust blinds.
3. Remove spider webs.
4. Clean baseboards, carpet edges and corners, including stairs wells.
5. Vacuum/clean upholstered furniture.

Semi-Annual Services

1. Strip and wax hard floor surfaces (wax/polish floors). This includes all restrooms, first floor lobby area, dispatch area, Materials Recovery Facility (MRF) break room and employee restrooms on the north side of the building.
2. Dry clean or hot water extraction clean all carpet floor surfaces (carpet deep clean). This includes the first floor administration offices, second floor administration offices, staircase area and the Education Center.

Invoicing

Separate invoices shall be provided for each operation location. Each invoice shall include the following:

- Vendor shall email all invoices to invoices@oxnard.org
- Days and dates of services
- Number of employees (names included) including employee title
- Employee rate per hour (upon request)
- Copies of daily work tickets for each site (upon request)

MATERIAL, SUPPLIES AND LABOR TO BE PROVIDED BY THE VENDOR

The Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance. The supplies and materials shall include, but not limited to:

All necessary cleaning equipment, supplies, dispensers, application bottles and related items.

All necessary paper products including toilet paper, toilet seat liners, towels and related items. (The use of paper products made from recycled products is required).

All trash container supplies, including any trash liners.

All necessary hand soap, room deodorant, urinal deodorant, disinfectant, enzymes, and related items.

RATES AND COSTS EXHIBIT

Public Works Administration Location(s)	Weekly Cost	Cost per Hour for Special/ Emergency Cleaning
Water Campus, 251 South Hayes Avenue	\$800.43	\$31.56
Blending Station No. 3, 1700 Solar Drive	\$157.74	\$31.56
Blending Station No. 4, 3637 North Rose Avenue	\$134.42	\$31.56
Blending Station No. 5, 908 East Pleasant Valley Road	\$134.42	\$31.56
Wastewater Treatment Plant, 6001 Perkins Road	\$1,090.09	\$31.56
Advanced Water Purification Facility, 5700 Perkins Road	\$707.72	\$31.56
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$659.04	\$31.56

The period of performance anticipated for this agreement shall be for three (3) years, with each year renewable in one (1) year increments effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services. Updated annual pricing must be submitted to the City in writing, no later than the February 1st preceding the renewal date. Increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on 12-month CPI-U for March.

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2021**

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.89 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT 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. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

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

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.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 [x] CLAIMS MADE [x] OCCUR. [x] OWNERS' & 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				

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Telephone: () Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☐ 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			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.10

DATE: March 15, 2022

TO: City Council

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

SUBJECT: Agreement A-8440 with South Coast Industrial Door, Inc. for Roll-Up Door Maintenance and On-Call Repair Services Specification No. PW 22-71.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8440 with South Coast Industrial Door, Inc. in the amount of \$750,000 for a three year term for the Roll-Up Door Maintenance and On-Call Repair Services Specification No. PW 22-71.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

Because of the specialized and emergency-type work involved, the Public Works Department requires support for the inspection, maintenance and repairs to roll up doors located at various facilities throughout the City as detailed below. The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide roll up door maintenance, after-hour response, and on-call repair services for the following:

INCLUDED DOORS	LOCATION
21 bay doors	Del Norte Regional Recycling Center and Transfer Station (ER)
24 doors	Oxnard Wastewater Treatment Plant (OWTP)
7 doors	Advance Water Purification Facility (AWPF)
8 doors	Main Water Campus (Water)
3 doors	Two blending stations @ Hayes Ave. (Water)
27 doors	Fire Stations (8 locations) (Fire)
45 doors	City Facility yard and parks (Facilities)

The work will include both regular maintenance and repair services during normal business hours as well as responding to emergency calls as needed.

This will be a not to exceed agreement amount of \$750,000 and the term will be for three (3) years. All work will be issued through task orders at the direction of the Facilities Manager.

DISCUSSION

The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide rollup door maintenance and on-call repair services for roll up doors and bay doors located at various locations throughout the City.

The notice inviting formal bids (NIFB) on the Project was published on January 6, 2022, and all bids were due on January 26, 2022. The City received two bids. However, the Bid from Ventura County Overhead Door was determined to be non-responsive to the call for bids. The following represents the total of each hourly rate for on-call services and door inspection and report fees:

SOUTH COAST INDUSTRIAL DOOR, INC: \$1,282.00
VENTURA COUNTY OVERHEAD DOOR: N/A

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

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 for this agreement with South Coast Industrial Door, Inc. shall not exceed \$750,000 for roll-up door maintenance and on-call repair services over the term of three years. This agreement will be used as needed and as funding is available. The Public Works Facilities Division will issue task orders prior to initiating any services to be performed. The estimated spending plan will be funded from various funds dependent on each location serviced. There is \$83,334 in funding available this Fiscal Year in the City Council approved Operating Budget. Estimated costs for subsequent fiscal years will be requested during the annual budget process.

Estimated Spending Plan						
Fund	Account	FY 2021-22 4-months	FY 2022-23 12-months	FY 2023-24 12-months	FY 2024-25 8-months	TOTAL
ER	631-6301-842.82-09	\$16,667	\$50,000	\$50,000	\$33,333	\$150,000
OWTP	621-6205-842.82-09	\$13,889	\$41,667	\$41,667	\$27,777	\$125,000
AWPF	601-6012-842.82-09	\$2,778	\$8,333	\$8,333	\$5,556	\$25,000
Water	601-6010-842.82-09	\$11,111	\$33,333	\$33,333	\$22,223	\$100,000
Fire	101-2201-802.83-01	\$13,889	\$41,667	\$41,667	\$27,777	\$125,000

Facilities	735-7401-852.82-09	\$25,000	\$75,000	\$75,000	\$50,000	\$225,000
TOTAL		\$83,334	\$250,000	\$250,000	\$166,666	\$750,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 22, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. A-8440 South Coast Industrial Door PW 22-71

**CITY OF OXNARD CONTRACT FOR
ROLL UP DOOR MAINTENANCE AND ON-CALL REPAIR SERVICES PROJECT
SPECIFICATION NO. PW 22-71**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and SOUTH COAST INDUSTRIAL DOOR, INC. ("Contractor"). Contractor's license number is 726936.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as Roll Up Door Maintenance and On-Call Repair Services Project Specification No. PW 22-71 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed seven hundred fifty thousand dollars (\$750,000.00) during the Contract Term.
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

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

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

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

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

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

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

[signatures on following page]

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

CITY OF OXNARD

SOUTH COAST INDUSTRIAL DOOR, INC.

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

 Clint McDaniel, Vice President² _____ Date _____

 Danny J. McDaniel, Board Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

EXHIBIT INS-C

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES
CONTRACTS
(WITH BUILDER'S RISK REQUIREMENT)**

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

- a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$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 location or shall be twice the occurrence amount;
- b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
- c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
- d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.
- e. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

City of Oxnard
Insurance Compliance
Reference No. A-8440
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

A-8440 South Coast Industrial Door PW 22-71

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 SPACECOMPANY
LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction Completed Value of Project

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. A-8440****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE☐ 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 _____

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE							
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)						
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits								
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ 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									
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY ☐ Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS							
COVERAGES	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 2px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; text-align: center; padding: 2px;">EACH OCCURRENCE</th> <th style="width: 50%; text-align: center; padding: 2px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px; vertical-align: top; padding: 2px;"> ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____ </td> <td style="height: 100px; vertical-align: top; padding: 2px;"></td> </tr> </tbody> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE	☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____									
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:									
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 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 Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.									
ENDORSEMENT HOLDER									
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____							

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to SOUTH COAST INDUSTRIAL DOOR, INC., 1275 Graphite Drive, Corona, CA 92881 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Roll Up Door Maintenance and On-Call Repair Services Project Specification No. PW 22-71 (the "Project").

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and any Task related to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Seven Hundred Fifty Thousand Dollars (\$750,000), this amount being not less than one hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee

may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to SOUTH COAST INDUSTRIAL DOOR, INC., 1275 Graphite Drive, Corona, CA 92881 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Roll Up Door Maintenance and On-Call Repair Services Project Specification No. PW 22-71 (the "Project").

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Seven Hundred Fifty Thousand Dollars (\$750,000), this amount being not less than one hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

EXHIBIT A

**BID SHEETS FOR THE ROLL UP DOOR MAINTENANCE AND ON-CALL REPAIR
SERVICES PROJECT
SPECIFICATION NO. PW 19-07**

Bidder's Name: South Coast Industrial Door

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	UNIT	Total
1	Door Inspections and Reports	One (1) Door	\$ 111.00 /door
2	Dock Leveler Inspections and Reports (for 4 levelers located at the Del Norte Regional Recycling Center and Transfer Station)	One (1) leveler	\$ 111.00 /leveler
3	Scheduled On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm	\$ 265.00 /HR
4	Non-Scheduled Urgent On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm 2 hour response time **	\$ 265.00 /HR
5	Non-Scheduled Urgent On Call Repair and Maintenance Services – After Hours, Weekends, & Holidays	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays 2 hour response time **	\$ 530.00 /HR
BID PRICE TOTAL			\$ 1,282.00

* Hourly Rate at fully burdened cost and Contractor shall pay prevailing wages. All unit costs must include the current burdened prevailing wage rate. ** Work must begin within that time period.

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 1,282.00

BID PRICE IN WORDS: One thousand two hundred eighty-two dollars

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

Bidder's Name (Company): South Coast Industrial Door

Signature: 

Print: Clint McDaniel

Title: Vice President

Date: 01/25/22

EXHIBIT B

SPECIAL PROVISIONS

1000-1 LOCATION AND SCOPE OF WORK

The Contractor shall provide the necessary equipment, materials, parts and labor to conduct inspections, maintenance and repairs to the roll up doors located at the facilities listed below.

1. Del Norte Regional Recycling Center and Transfer Station at 111 S. Del Norte Blvd - 21 doors and 4 dock levelers
2. Oxnard Wastewater Treatment Plant at 6001 Perkins Road - 24 doors.
3. Advanced Water Purification Facility at 5700 Perkins Road - 7 doors.
4. Main Water Campus at 251 South Hayes Avenue – 8 doors
5. Water Blending Station 2 at 1061 Richmond Avenue – 2 doors
6. Water Blending Station 4 at 3637 N. Rose Avenue – 1 door
7. Fire Station 1 located at 491 S. K Street - 6 doors.
8. Fire Station 2 located at 531 E. Pleasant Valley Road – 2 doors.
9. Fire Station 3 located at 150 Hill Street – 2 doors.
10. Fire Station 4 located at 230 W. Vineyard Avenue – 2 doors.
11. Fire Station 5 located at 1450 E. Colonia Road – 2 doors.
12. Fire Station 6 located at 2601 Peninsula Road – 2 doors.
13. Fire Station 7 located at 3300 Turnout Park Circle – 6 doors.
14. Fire Station 8 located at 3000 S. Rose Avenue – 9 doors (5 roll up and 4 bifold).
15. City Facility Yard at 1060 Pacific Avenue - 43 doors.
16. College Park – 1 door.
17. Beck Park – 1 door.

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

1. Perform inspections as requested by the City, including minor and major repairs on such items as needed.
2. Inspections should include, but not be limited to, the inspections of rollers, door tension balancing, cables, shafts, tracks, bumper springs, bearings, spring assemblies, pull rope, chain operators, wind lock operations, door slats, electrical control box, and the overall proper operation of the doors and provide detailed inspection report with defective findings and recommendations for corrective actions.
3. In addition to the doors at the Del Norte Regional Recycling Center and Transfer Station, there are 4 dock levelers located at the facility which also require quarterly inspection and on call repair services. Dock leveler inspection should include, but not be limited to, the inspections of the rear hinges, angle and curb steel, undercarriage welds for cracks, hold down assembly, hip lock/walk down assembly, cam, cam roller and cam follower assembly, inspect the safety leg and toe guard are functional, cable and chains are in place, deck lips plates and hinges for defects, bumper intact and secure, check for any leaks in hydraulic cylinders and hoses, check for motor, hydraulic controls operating correctly, main spring assembly is serviceable, and all air bags for leaks, and over all proper operation of dock levelers, and provide detailed inspection report with defective findings and recommendations for corrective actions
4. Perform repairs and maintenance services for the doors and dock levelers as requested.
5. Contract must be able to provide maintenance and repairs for all doors described in section 1000-1.

1000-2 RESPONSE TIME.

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

1. **Non-Scheduled Urgent Repair Work:** Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within two (2) hours of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.
2. **Scheduled Repair and Maintenance Work:** Contractor must verbally respond within twenty (24) hours of telephone notification by the City. The scope of work and schedule shall be mutually agreed to between City staff and contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

1000-3 PAYMENT

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. Parts will be reimbursed at cost plus not to exceed 10% for material handling and equipment rental will be reimbursed at cost plus not to exceed 5% for material handling and Contractor is required to itemize supplies and rental costs within the proposal for Work to be completed within the Task Order. The proposal must include all materials, labor, and taxes. Contractor is required to itemize the number of hours it will take for completion of a Task Order. A separate invoice is required for each Task Order issued pursuant to the Contract.

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



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.11

DATE: March 15, 2022

TO: City Council

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

SUBJECT: Agreement A-8438 with Garcia's Landscaping Maintenance Inc. for On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services Specification No. PW 22-73.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8438 with Garcia's Landscaping Maintenance Inc. in the amount of \$1,000,000 for a three year term for On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services Specification No. PW 22-73.

(Public Works and Transportation Committee approved 3-0.)

BACKGROUND

Due to many years of budget cuts and inadequate resources in the Parks Division, there has been a severe lack of maintenance to the City's landscape irrigation systems. This has resulted in the loss of ground cover, shrubs and trees throughout the city. It has also contributed to a significant amount of water-waste from broken fixtures and improper spray patterns. Additionally, because the City has a vast amount of irrigation in parks, medians, and parkways, the City will be at the forefront of water stewardship. Recent State directives and notices have indicated a near-future where water use for irrigation and water-waste from poorly operating irrigation systems will be heavily scrutinized.

This will be a not to exceed agreement amount of \$1,000,000 and the term will be for three years. All work will be issued through task orders at the direction of the Parks Manager.

DISCUSSION

This on-call agreement will allow for the repair, replacement and adjustment of existing irrigation systems as identified by city staff. The agreement also allows contractors to maintain and replace vegetation, when applicable and in accordance with any water-use restrictions that may be implemented by the State or local Water jurisdictions having authority.

The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide on call repairs and maintenance services for landscape vegetation and irrigation systems throughout the City. Contractor may be asked to assist with work for multiple divisions/departments throughout the City.

The notice inviting formal bids (NIFB) on the Project was published on December 23, 2021, and all bids were due on January 14, 2022. The City received the following two (2) bids which was a representation of specific hourly rates to determine the lowest bidder:

Garcia's Landscaping Maintenance Inc.: \$305.00/hour

Venco Western Inc.: \$570.00/hour

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

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 for this agreement with Garcia's Landscaping Maintenance Inc. shall not exceed \$1,000,000 for on-call landscape vegetation and irrigation systems repair and maintenance services. This agreement will be used as needed and as funding is available. All work will be issued through task orders at the direction of the Parks Manager.

The primary divisions using this agreement will be Parks and Special Districts. The cost will be funded using 101-5701-805-8209 and 101-5705-805-8209. Special Districts will likely have capacity in their existing agreement to finish off this year's work. Estimated costs for subsequent fiscal years will be requested during the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 22, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. A-8438 - Garcia's Landscaping - PW 22-73

**CITY OF OXNARD CONTRACT FOR
ON-CALL LANDSCAPE VEGETATION AND IRRIGATION SYSTEMS REPAIR AND
MAINTENANCE SERVICES, SPECIFICATION NO. PW 22-73**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2022 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GARCIA'S LANDSCAPING MAINTENANCE INC. ("Contractor"). Contractor's license number is 963018.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services Specification No. PW 22-73 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed one million dollars (\$1,000,000.00) during the Contract Term.
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tender's final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with

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

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

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

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

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

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

[signatures on following page]

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

CITY OF OXNARD

**GARCIA'S LANDSCAPING
MAINTENANCE INC.**

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

Pablo Garcia, President ² _____ Date

Tenley Garcia, Secretary _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

Exhibit INS-D
INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

- 1 Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$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 location or shall be twice the occurrence amount;
 - b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.
 - d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
- 2 Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
 Insurance Compliance
 Reference No. A-8438
 P.O. Box 100085 – OX
 Duluth, GA 30096
 Via Email: cityofoxnard@ebix.com
 Via Fax: 678-259-1007
- 3 Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
- 4 Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
- 5 The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall

apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 6 Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 7 All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8438
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SUBMIT IN DUPLICATE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

PRODUCER

Telephone:
NAMED INSURED

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

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of \$
with an Aggregate of \$ applies to
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date
☐ Occurrence

CITY AGREEMENTS/PERMITS

OTHER PROVISIONS

COVERAGES

☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐

LIABILITY LIMITS IN THOUSANDS \$	
EACH OCCURRENCE	AGGREGATE

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

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, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its 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:

- Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
- If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8438
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**

PRODUCER

Telephone:
NAMED INSURED

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE
(MM/DD/YY)

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) 1999 AD HOUTMAN

LOSS ADJUSTMENT EXPENSE

☐ Included in Limits

□ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
- ☐ BUSINESS AUTO POLICY
- ☐ OTHER

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

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 liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
 2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
 3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
 4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
 5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
 6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).
- Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8438
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

- ☐
- Broker/Agent
- ☐
- Underwriter
- ☐
- _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () Date Signed _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to Garcia's Landscaping Maintenance Inc. located at 167 Lambert Street, #115, Oxnard, CA 93036 ("Principal") a contract (the "Contract") for the Work described as On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services, Specification No. PW 22-73 (the "Project").

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and any Task related to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of ONE MILLION DOLLARS (\$1,000,000), this amount being not less than one hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to Garcia's Landscaping Maintenance Inc. located at 167 Lambert Street, #115, Oxnard, CA 93036 ("Principal") a contract (the "Contract") for the Work described as On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services, Specification No. PW 22-73 (the "Project").

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of ONE MILLION DOLLARS (\$1,000,000), this amount being not less than one hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

EXHIBIT ABidder's Name: Garcia's Landscaping Maintenance Inc.

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	UNIT	Total
1	Scheduled On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm	\$ <u>65.-</u> /HR
2	Scheduled On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays	\$ <u>80.-</u> /HR
3	Urgent Unscheduled On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays	\$ <u>80.-</u> /HR
4	Urgent Unscheduled On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm	\$ <u>80.-</u> /HR
BID PRICE TOTAL:			\$ <u>305.-</u>

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 305.-BID PRICE IN WORDS: Three hundred five and 0/100

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
 #01 12/21/2022
 #02 12/21/2022

Addendum: Date Received:
 #03 1/3/2022
 #04

Bidder's Name (Company): Garcia's Landscaping Maintenance Inc.

Signature: 
 Print: Pablo Garcia

Title: President
 Date: 1/11/2022

Signature: 
 Print: Tenley Garcia

Title: Secretary
 Date: 1/11/2022

EXHIBIT B

SPECIAL PROVISIONS

1000 Scope of Maintenance Services

The work may take place in any location throughout the City as designated by the Project Manager. This on-call contract may be utilized by all divisions or departments throughout the City.

The Contractor shall provide on-call maintenance and repair of vegetation and irrigation systems located within the City of Oxnard as requested through Task Order. Such services may include but are not limited to:

1. Inspect irrigation systems and identify required maintenance needs.
2. Repair, maintain, or replace worn, damaged, or potentially faulty components in irrigation systems.
3. Install new irrigation systems.
4. Maintain or replace existing landscape vegetation. Install new landscape vegetation.
5. Provide reports on the condition of the landscape vegetation and irrigation system as requested.

All costs for labor for these calls shall be included in the Bid sheets.

1002 Response Time

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

1. Non-Scheduled Urgent Repair Work:

Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within four (4) hours of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

2. Scheduled Repair and Maintenance Work:

Contractor must verbally respond within four (4) hours of telephone notification by the City. The scope of Work and schedule shall be mutually agreed to between City staff and contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

1003 Payment

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. Parts, irrigation materials and vegetation material will be reimbursed at cost (Contractor must include receipt of purchase with the invoice submitted to the City) plus 20% for material handling and Contractor will be required to itemize the supplies cost within the Task Order. The Task Order may include all materials, labor, and taxes; if it does not, the Contractor shall clarify any missing information before commencing Work. Contractor is required to itemize the number of hours it will take for completion of a Project. A separate invoice is required for each Task Order issued pursuant to the Contract.

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



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.12

DATE: March 15, 2022

TO: City Council and Housing Authority

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

SUBJECT: Purchase and sale Agreement between the City of Oxnard and the Oxnard Housing Authority for the sale, in the amount of \$1, of a single-family home located at 3139 J Street.

RECOMMENDATION

1. That the City Council adopt a resolution authorizing the City Manager or designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a purchase and sale agreement, a regulatory agreement, and a declaration of restrictive covenants by and between the City of Oxnard and the Oxnard Housing Authority for the sale of residential real property located at 3139 J Street.
2. That the Board of Commissioners of the Oxnard Housing Authority adopt a resolution approving and authorizing its Executive Director or designee to execute and take all needed actions in consultation with the Authority's General Counsel relative to entering into a purchase and sale agreement, a regulatory agreement, and a declaration of restrictive covenants by and between the City of Oxnard and the Oxnard Housing Authority for the purchase of residential real properties located at 3139 J Street.

BACKGROUND

In 2006, the City acquired a 1,233 square foot, four-bedroom single-family detached home located at 3139 J Street in Oxnard, APN 205-0-041-115, for \$595,000 per a settlement agreement arising from a claim of property damage. Since 2008, the home was rented to a tenant family that gave notice to vacate in November of 2021, and subsequently voluntarily terminated their tenancy.

Since at least 2008, the administration of the lease and the property has been performed by a private rental property management firm, which was funded by 8% of the monthly rent. The Liability Fund was the funding source for the purchase of the property, and also received the rental income (approximately \$1,750 per month, after payment to the management company). With the property being vacant, there is currently no agreement with any firm for the purpose of managing the property.

Oxnard Housing Authority (OHA) property services staff have inspected the property and determined that significant deferred maintenance issues need to be addressed in order to prepare the property for occupancy. The estimated cost of the needed repairs, which includes replacing the roof, is approximately \$34,900.

DISCUSSION

The mission of the OHA encompasses the provision, maintenance, and management of affordable housing units for low-income City residents. The OHA currently owns over 600 public housing units. The OHA's property services division, which is fully staffed by skilled maintenance workers, has the expertise to and does perform needed property maintenance, landscaping, and modernization at all OHA-owned housing complexes.

Given that the provision and management of housing is part of the core responsibilities of the OHA, and given that the City does not have any residential property management staff or dedicated rental unit maintenance personnel, staff recommends that this property be sold for \$1 to the OHA.

The recommended action would include transfer of title, and assumption by the OHA of the obligation to perform the needed maintenance to restore the property to an acceptable standard to be placed on the rental market. In accordance with its mission, the OHA would ensure that the unit remains affordable, and that it is rented to a low-income family, consistent with the requirements established by the OHA and by the Department of Housing and Urban Development (HUD) that are applicable to all OHA-owned rental units.

The property sale would be effectuated by execution of a Purchase and Sale Agreement (Attachment No. 1), and the affordability commitments for future tenants are set forth in the Regulatory Agreement and Declaration of Restrictive Covenants (Attachment No. 2). In the event of any breach of any agreement or obligation under the Regulatory Agreement by the Housing Authority, the City has a number of remedies, including taking back possession and ownership of the property.

In order to effectuate this sale, resolutions have been prepared for adoption by both the City Council and the Board of Commissioners of the Oxnard Housing Authority (Attachments No. 3 and No. 4 hereto). Staff recommends that the Council and the Board of Commissioners approve those Resolutions, which authorize the City Manager and the OHA Executive Director to take the necessary actions and execute the appropriate documents to finalize the sale.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The City spent \$595,000 in 2006 to acquire the house and has received approximately \$260,000 in rent revenue since the acquisition. The financial impact of the recommended action to the City is that the monthly rent revenue will no longer go to the Liability Fund, an estimated value of \$21,000 per year. In addition, the house, with a current estimated value of approximately \$600,000, will no longer be an asset to the general fund. The house will also no longer be a liability to the City, such as the estimated \$35,000 in repairs.

The financial impact on the OHA will include the value of the home itself, monthly rent revenue - which will be higher than the rent revenue the City received as there will no longer be an 8% management fee - and after the repairs the rental market value will be set. The financial impact to the OHA also includes the assumption of the obligation to perform needed repairs, with an immediate estimated cost of approximately \$34,900, as well as the ongoing management and maintenance. The sale of this property to the OHA will improve the financial stability of the OHA.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Purchase Sale Agreement
2. Regulatory Agreement and Declaration of Restrictive Covenants
3. City Council Resolution_ 3139 J Street
4. Housing Authority Resolution_ 3139 J Street

PURCHASE AND SALE AGREEMENT

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

1. Purchase and Sale

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms, covenants and conditions set forth herein, for that certain real property located in the County of Ventura, State of California, commonly known as 3139 J Street, Oxnard, CA 93036, APN: 205-0-041-115, and legally described in Exhibit A attached hereto (“**3139 J Street**”).

2. Purchase Price; Escrow

2.1. Purchase Price. The purchase price (the “**Purchase Price**”) for the Properties shall be One Dollar (\$1.00), payable in accordance with this Agreement.

2.2. Escrow. Escrow shall be opened (the “**Escrow**”) with [Escrow Officer name] at [address/contact info] (the “**Escrow Holder**”). Within two (2) business days following the Effective Date, Seller shall deliver a copy of this Agreement to Escrow Holder. Buyer and Seller will execute joint escrow instructions consistent with the terms of this Agreement (the “**Escrow Instructions**”).

2.3. Payment of Purchase Price. Buyer agrees to pay, or cause to be paid, the Purchase Price to Seller through the Escrow Holder by depositing cash or a certified or cashier’s check payable to the Escrow Holder, or by electronic transfer of immediately available funds, which must be delivered to the Escrow Holder at least three (3) days before the Closing Date.

2.4. As-Is Condition of Properties. Buyer hereby accepts the Properties on an “AS IS WITH ALL FAULTS” basis, in its existing condition and with all faults, and assumes the risk of any and all latent or patent defects in the condition of the Properties. Buyer is not relying on any representation, warranty, covenant or agreement of any kind whatsoever, express or implied, from Seller or any other governmental authority or public agency, or their respective agents or employees, as to any matters concerning the Properties, including without limitation: (i) the quality, nature, adequacy or physical condition and aspects of the Properties; (ii) the quality, nature, adequacy and physical condition of soils, geology and groundwater; (iii) the existence, quality, nature, adequacy and physical condition of utilities services or roadways serving the Properties; (iv) the development potential of the Properties, and the use, habitability, value or adequacy of the Properties for any particular purpose; (v) the zoning or other legal status or entitlement or lack thereof of the Properties with any applicable codes, laws, rules, regulations, statutes, resolutions, ordinances, covenants, conditions and restrictions of any governmental entity or of any other person or entity; (vi) the presence of any underground storage tank or hazardous materials on, under or about the Properties or the adjoining or neighboring property; (vii) roads and access; or (viii) the economics of the operation of the Properties.

2.5. Buyer’s Assumption of Risk. Buyer represents and warrants that prior to entering into this Agreement, Buyer has had the opportunity to perform all investigations of the Properties that Buyer deems to be necessary or appropriate, including: (i) soils and environmental investigations; (ii) zoning, utilities and drainage investigations; (iii) physical site inspections and investigations; (iv) a thorough review of all entitlements and materials relating to the potential development of the Properties; (v) market and economic feasibility investigations; and (vi) information regarding public agencies or authorities having jurisdiction over the Properties, as necessary. Buyer acknowledges that it has satisfied itself as to the suitability,

feasibility and all other matters relating to the Properties based solely on its own investigations and analyses and not in reliance on the accuracy or completeness of any information provided by Seller or any of its agents, consultants or contractors.

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

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

2.7. Release and Indemnity

- 2.7.1.** Effective as of Closing, Buyer waives its right to recover from Seller and forever releases, covenants not to sue and discharges the Seller and related parties from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Properties, including, but not limited to, the presence of any hazardous materials on, in, under or about the Properties, except for any liability of Seller for any breach of any representation or warranty set forth in Section 2.8 below.
- 2.7.2.** Effective as of Closing, Buyer shall indemnify, defend and hold Seller harmless from and against any and all suits, actions, proceedings, investigations, demands, claims, liabilities, fines, penalties, liens, judgments, losses, injuries, damages, expense or costs whatsoever arising from, relating to, or occasioned in any way by the physical condition of the Properties, including, but not limited to, the presence of any hazardous materials on, in, under or about the Properties, except for any liability of Seller for any breach of any representation or warranty set forth in Section 2.8 below.
- 2.7.3.** The release and indemnity set forth in this Sections 2.7 above, includes claims, liabilities and other matters of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer's willingness to enter into the release and indemnification of the Seller. In this connection and to the fullest extent permitted by law, Buyer hereby agrees, represents and warrants that Buyer understands and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and

expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the release and indemnification set forth in this Section 2.7 have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller and related parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses, except for any liability of Seller for any breach of any representation or warranty set forth in Section 2.8 below.

2.7.4. The provisions of this Section 2.7 shall survive the Closing.

2.7.5. California Civil Code Section 1542 provides as follows:

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

2.7.7. By initialing this paragraph, Buyer acknowledges that it has read, is familiar with, and waives the provisions of California Civil Code § 1542 set forth above, and agrees to all of the provisions of Section 2.7 above.

2.7.8. Buyer's Initials: _____

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

2.8.1. Seller has the power and authority to enter into this Agreement and convey the Properties to Buyer and to execute and deliver the other documents referred to herein and to perform hereunder and thereunder on behalf of Seller. This Agreement has been duly authorized, executed and delivered by Seller.

2.8.2. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, nor the compliance with the terms and conditions hereof will violate, in any material respect, any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restrictions of any government, governmental agency or court to which Seller is subject.

2.8.3. Seller has not granted to any third person an option to purchase all or any portion of the Properties.

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

2.9.1. Buyer has the power and authority to enter into this Agreement and to execute and deliver the documents referred to herein and to perform hereunder and thereunder on behalf of Buyer. This Agreement has been duly authorized, executed and delivered by Buyer.

2.9.2. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated by this Agreement, nor the compliance with the terms and conditions hereof will violate, in any material respect, any statute, regulation,

rule, injunction, judgment, order, decree, ruling, charge or other restrictions of any government, governmental agency or court to which Buyer is subject.

- 2.9.3.** Buyer shall comply with all requirements of the obligations set forth in that certain Regulatory Agreement and Declaration of Restrictive Covenants (“Regulatory Agreement”) in favor of Seller, which shall be delivered by Buyer at Closing and recorded concurrently with the Grant Deeds as set forth in Section 4.5 below.

3. Conditions to Closing

- 3.1. Buyer’s Closing Conditions.** All obligations of Buyer under this Agreement are, before or at the Closing, subject to each of the following conditions precedent (“**Buyer’s Closing Conditions**”). Buyer’s Closing Conditions are solely for Buyer’s benefit and any or all of Buyer’s Closing Conditions may be waived in writing by Buyer in whole or in part without prior notice.

3.1.1. Title. On the Closing Date, Seller shall convey to Buyer through Escrow Holder marketable fee simple title to the Properties by execution and delivery of the Grant Deeds, and cause to be delivered to Buyer from the title company two ALTA Owner’s Extended Coverage Policies of Title Insurance (or equivalent form acceptable to Buyer) with liability in the amounts of \$ [REDACTED], insuring title to the Properties in Buyer, together with such endorsements as may be reasonably requested by Buyer (the “**Title Policies**”).

3.1.2. Closing Documents. Seller must have delivered to Escrow Holder the documents and funds it is required to deliver through Escrow at Closing.

3.1.3. Physical Condition. The physical condition of the Property must be substantially the same on the Closing Date as on the Effective Date.

3.1.4. Consents. All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by Seller to Buyer, including approval by Seller’s governing body.

- 3.2. Seller’s Closing Conditions.** Seller’s obligation to sell the Properties is expressly conditioned on the fulfillment of each of the following conditions precedent at or before the Closing (“**Seller’s Closing Conditions**”). Seller’s Closing Conditions are solely for Seller’s benefit and any of Seller’s Closing Conditions may be waived in writing by Seller in whole or in part without prior notice.

3.2.1. Purchase Price. Buyer must have delivered the Purchase Price to Escrow Holder.

3.2.2. Delivery of Closing Documents and Funds. Buyer must have delivered to Escrow Holder the documents and funds specified in Section 4.4, below.

4. Closing.

- 4.1. Escrow.** Buyer and Seller, upon Escrow Holder’s request, agree to execute such Escrow Instructions as are reasonably required to consummate the transaction contemplated by this Agreement.

- 4.2. Closing Definitions.**

- 4.2.1. Definition. The “**Closing**” means the exchange of money and documents as described herein and will be deemed to have occurred when Seller’s Grant Deeds to Buyer have been recorded concurrently with the Regulatory Agreement, the title company is irrevocably and unconditionally committed to issue the Title Policies, and Buyer has delivered the Purchase Price in immediately available funds to Escrow Holder.
 - 4.2.2. Closing Date. Seller and Buyer agree that the Closing will occur no later than thirty (30) days after the Effective Date.
- 4.3. Seller’s Deposit of Documents and Funds. Seller must deposit into Escrow the following documents duly executed by Seller and in form and substance reasonably satisfactory to Buyer:
 - 4.3.1. Deeds. The duly executed and acknowledged grant deeds conveying the Properties to Buyer (the “**Grant Deeds**”); and
 - 4.3.2. Additional Documents. Such additional documents, including the Escrow Instructions, and funds, as may be required by Escrow Holder, or as necessary to convey the Properties in accordance with this Agreement.
- 4.4. Buyer’s Deposit of Documents and Funds. Buyer must deposit into Escrow the following funds and documents duly executed by Buyer in form and substance reasonably satisfactory to Seller:
 - 4.4.1. Purchase Price. The Purchase Price;
 - 4.4.2. Regulatory Agreement. The duly executed and acknowledged Regulatory Agreement described in Section 2.9(c), above; and
 - 4.4.3. Additional Documents. Such additional documents, including signed written Escrow instructions consistent with this Agreement, as may be required by Escrow Holder, or as necessary to convey the Properties in accordance with this Agreement.
- 4.5. Closing. When the Escrow Holder receives all documents and funds identified in this Article 4, and the title company is ready, willing, and able to issue the Title Policies, the Escrow Holder will close Escrow by:
 - 4.5.1. Recording the Grant Deeds;
 - 4.5.2. Recording the Regulatory Agreement;
 - 4.5.3. Issuing the Title Policies to Buyer; and
 - 4.5.4. Paying the Purchase Price to Seller.
- 4.6. Closing Costs. Closing costs shall be allocated as follows:
 - 4.6.1. Escrow Fees. Paid equally by Seller and Buyer.
 - 4.6.2. Cost of Title Policies. Paid by Buyer.

4.6.3. Cost of Recording Grant Deeds and All Applicable Documentary Transfer Taxes. Paid by Buyer.

4.6.4. Other Costs, Charges, and Expenses. Borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with the custom in the county where the Properties are located.

4.7. Possession. Seller will deliver exclusive right of possession of the Properties to Buyer on the Closing Date.

4.8. No Broker's Commission. No broker is being used in this transaction and no broker's commission is due.

5. Survival

The obligations of Seller and Buyer under this Agreement shall survive the Closing.

6. Default

In the event of default, the non-breaching party hereunder shall be entitled: (i) to enforce its rights under this Agreement specifically, which right of specific performance is appropriate based upon the unique nature of the Property; (ii) to recover damages and costs by reason of any breach of any provision of this Agreement; and (iii) to exercise all other rights granted by law to such non-breaching party. The parties further agree and acknowledge that the non-breaching party may, in its sole and absolute discretion, exercise any and all other remedies available to it at law or in equity.

7. Notices

Any and all notices and other communications required or permitted to be given under this Agreement shall be in writing and either: (i) personally delivered, in which case notice shall be deemed delivered upon receipt; (ii) sent by facsimile, in which case notice shall be deemed delivered upon the sender's receipt of confirmation of transmission of such facsimile notice produced by the sender's facsimile machine; (iii) sent by any national recognized overnight courier service with provisions for proof of delivery, in which case notice shall be deemed delivered on the next business day after the sender deposits the same with such delivery service; or (iv) sent by United States Postal Service, postage prepaid, certified mail, return receipt requested, in which case notice shall be deemed delivered on the date of delivery as shown on the return receipt or the date of the addressee's refusal to accept delivery as indicated by the United States Postal Service, and in any case such notices or other communication shall be addressed to the following addresses:

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

Seller: City of Oxnard
 305 W. 3rd Street
 Oxnard, California 93030
 Attn: Emilio Ramirez

Either party may change its address for notice from time to time by notice to the other party in writing to the other in the manner aforesaid; provided that any such notice of change of address shall only be effective upon actual receipt by the other party.

8. Miscellaneous

8.1. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

8.2. Construction

8.2.1. No provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

8.2.2. As used herein, the terms "include," "including" and similar terms shall be construed as if followed by the phrase "but not limited to." The terms "hereof," "herein" and "hereunder" and words of similar import, shall be construed to refer to this Agreement as a whole, and not to any particular article or provision, except as expressly so stated.

8.2.3. It is the intent of the parties that all indemnification obligations of either party set forth in this Agreement shall apply without regard to whether or not (i) the indemnifying party is negligent or otherwise at fault in any respect with regard to the existence or occurrence of any of the matters covered by any such indemnification obligation, or (ii) the indemnifying party otherwise caused or created, or is claimed to have caused or created, the existence or occurrence of any of the matters covered by any such indemnification obligation, whether through its own acts or omissions or otherwise.

8.3. Business Days; Deadlines. As used in this Agreement and any document executed by any party hereto to another party hereto at the Closing, the term "business days" means all days of the year except Saturdays, Sundays, and the holidays recognized by the Federal Reserve Bank of San Francisco. If a deadline provided in this Agreement or any document executed by any party hereto to another party hereto at the Closing falls on a day other than a business day, such deadline shall be extended until the first business day thereafter.

8.4. Entire Agreement. This written Agreement, including all Exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained or merged herein. The Exhibits attached hereto are hereby incorporated in and made part of this Agreement.

8.5. Recording. The parties agree that this Agreement shall not be recorded. If Buyer causes this Agreement or any notice or memorandum thereof to be recorded, this Agreement shall be null and void at the option of Seller.

8.6. No Continuance. Buyer acknowledges that there shall be no assignment, transfer or continuance of Seller's insurance coverage after the Closing.

- 8.7. Time of Essence.** Time is of the essence in this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is not a business day, in which case the period shall be deemed to run until the next day which is a business day.
- 8.8. Original Document.** This Agreement may be executed by all parties in electronic counterparts in which event each shall be deemed an original, and all of which shall constitute one and the same agreement.
- 8.9. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California with venue in Ventura County.
- 8.10. Amendment.** This Agreement may be amended or modified only by written agreement subsequently executed by Buyer and Seller.
- 8.11. Waiver.** No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.
- 8.12. Assignment.** Neither party may assign its rights under this Agreement without the prior written consent of the other party.

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

SELLER: CITY OF OXNARD, a municipal corporation

By: _____
Alexander Nguyen, City Manager

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

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

By: _____
Emilio Ramirez, Director

EXHIBIT A

LEGAL DESCRIPTION

Real property commonly known as 3139 J Street, in the City of Oxnard, County of Ventura, State of California, legally described as:

ALL CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 337, OF SUNKIST GARDENS NO. 2, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 223, PAGE 69 TO 71, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 205-0-041-115

EXHIBIT B

PRELIMINARY TITLE REPORT

NO FEE DOCUMENT	
Recording requested by and when recorded, mail to: Oxnard Housing Authority 435 South D Street Oxnard, California 93030 Attn: Emilio Ramirez	
NO FEE DOCUMENT PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 27383	

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

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

RECITALS

- A. The City owns that certain real property located at 3139 J Street, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (“Property”).
- B. Concurrently with the recording of this Agreement, the City is transferring title to the Property to the Housing Authority for a purchase price of one dollar (\$1), subject to the terms and conditions of this Agreement.
- C. As further consideration for the sale of the Property, the Housing Authority has agreed to enter into and record this Agreement. The purpose of this Agreement is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Property. The covenants in this Agreement are intended to run with the land and be binding on the Housing Authority and its successors and assigns in the Property.

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

1. DEFINITIONS

- 1.1. “**Actual Household Size**” means the actual number of persons in the applicable household.
- 1.2. “**Adjusted Income**” means the total anticipated annual income of the Tenant as calculated pursuant to 24 C.F.R. 92.203(b)(1).

- 1.3. **“VLIH”** means the Units which, pursuant to Section 3.1 below, may be occupied by Very-Low Income Households.
- 1.4. **“Very Low-Income Household”** means a Tenant with an Adjusted Income that does not exceed fifty percent (50%) of Median Income.
- 1.5. **“Median Income”** means the median gross yearly income, adjusted for Actual Household Size, in the County of Ventura, California.
- 1.6. **“Qualifying Household”** means a Tenant that qualifies as a Very Low-Income Household, as defined herein.
- 1.7. **“Qualifying Rent”** means the total monthly charges for Rent, which shall not exceed, three-bedroom payment standard as defined by the Oxnard Housing Authority.
- 1.8. **“Rent”** means the total monthly payments by the Tenant or on behalf of the Tenant for the use and occupancy of the Unit, land and associated facilities, including parking.
- 1.9. **“Tenant”** means a household that occupies the Property.
- 1.10. **“Term”** means the period beginning on the date of this Agreement and ending on the fifty-fifth (55th) anniversary thereof.
- 1.11. **“Unit”** means the residential unit on the Property.
- 1.12. **“Very Low-Income Household”** means a household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, as defined in 24 C.F.R 92.2.
- 1.13. **“Very Low-Income Unit”** means the Unit which, pursuant to Section 3.1 below, are required to be occupied by Very Low-Income Households.

2. TERM AND COMPLIANCE

- 2.1. **COMPLIANCE WITH CITY REQUIREMENTS.** The Housing Authority’s actions with respect to the Property shall at all times be in full conformity with all of the ordinances and requirements of the Oxnard Municipal Code.
- 2.2. **TERM OF AGREEMENT.** This Agreement shall commence upon the date of this Agreement and terminate fifty-five (55) years thereafter. The requirements of this Agreement shall apply throughout the Term without regard to the term of any loan or mortgage, or any transfer of ownership of the Property.

3. OCCUPANCY AND RENTS

- 3.1. **OCCUPANCY OF UNITS.** During the Term of this Agreement, the Housing Authority shall take all reasonable steps to ensure the Property is occupied by a Qualifying Household. The Property must be occupied by a Very Low-Income Household whose rents do not exceed the Qualifying Rent.

3.2.COMPLIANCE WITH FAIR HOUSING AND DISABILITY LAWS. The Property shall be maintained and operated to comply with all applicable federal, state, and local requirements for access for disabled persons, including but not limited to Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as amended, and with implementing regulations at 24 CFR, Part 8, and the Fair Housing Act (42 USC 3601-3619), implemented at 24 CFR Part 100, Subpart D.

3.3.MAXIMUM RENTAL CHARGES. Subject to the provisions of Section 3.5 below, the Rent paid by the Tenant may not exceed the Qualify Rent.

3.4.INCOME CERTIFICATION. The Housing Authority shall obtain, complete, and maintain on file, immediately prior to initial occupancy, and annually thereafter, income certifications from each Tenant renting the Property. The Housing Authority shall make a good faith effort to verify the accuracy of the income provided by the applicant or Tenant, as the case may be, in an income certification. To verify the information, the Housing Authority shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the current employer; (v) obtain an income verification form from the Social Security Administration or the California Department of Social Services if the applicant or Tenant receives assistance from either of such agencies; or (vi) if the applicant or Tenant is unemployed and does not have a tax return, obtain another form of independent verification. Copies of Tenant income certifications are to be made available to the City upon request.

3.5.RENT INCREASES; INCREASES IN TENANT INCOMES.

3.5.1. Rent Increases. Annual increases in Qualifying Rents shall be calculated based on the change in Median Income published annually by HUD. At least sixty (60) calendar days prior to increasing Qualifying Rents on the Unit, the Housing Authority shall submit to the City for review and approval a written request for such increase. Tenants shall be given at least thirty (30) days written notice prior to any increase in Qualifying Rents. The City shall approve such request if the increased Qualifying Rents will comply with all applicable Federal, State and Local laws and regulations.

3.5.2. Increases in Qualifying Household Incomes. In the event that recertification of a previously-Qualifying Household's Annual Income indicates that the Annual Income exceeds the maximum designated for a particular Unit, the Housing Authority may increase rents on such Unit only as permitted by HUD in accordance with regulations regarding "over-income tenants" at 24 CFR 92.252(i).

4. LEASING THE PROPERTY

4.1.TENANT LEASES. In newly leasing the Unit, the Housing Authority shall use a form of lease which must not contain any provision which is prohibited by 24 C.F.R. Section 92.253(b), must comply with all requirements of this Agreement, and must, among other matters:

4.1.1. Provide for termination of the lease for failure to: (i) provide any information required under this Agreement or reasonably requested by the Housing Authority to establish or recertify the Tenant's qualification as a Qualifying Household, or, as applicable, (ii) qualify as a Qualifying Household as a result of any material misrepresentation made by such Tenant with respect to the income computation.

4.1.2. Be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and the Housing Authority, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of the Housing Authority and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 3.5 above.

4.1.3. Provide that any termination of a lease or refusal to renew a lease for the Unit must be in conformance with 24 C.F.R. 92.253(c), and must be preceded by not less than thirty (30) days written notice to the Tenant by the Housing Authority specifying the grounds for the termination.

4.2.TENANT SELECTION. Tenant selection must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d) and any modifications thereto.

4.3.NONDISCRIMINATION. The Housing Authority shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of Units on the basis of race, color, ancestry, national origin, religion, sex, gender, gender identity or expression, sexual preference, age, marital status, family status, source of income, military or veteran status, physical or mental disability, medical condition, genetic information, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any basis prohibited by law. The Housing Authority shall include a statement in all advertisements, notices and signs for the availability of Units for rent to the effect that the Housing Authority is an Equal Housing Opportunity Provider.

4.4.MARKETING PLAN. The Housing Authority shall adopt a plan for marketing the Unit, including procedures for affirmative marketing efforts in compliance with fair housing laws and the City's affirmative fair marketing guidelines.

5. PROPERTY MANAGEMENT

5.1.MANAGEMENT RESPONSIBILITIES. The Housing Authority is responsible for all management functions with respect to the Property, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Property.

5.2.APPROVAL OF MANAGEMENT POLICIES. The Housing Authority shall submit its written management policies with respect to the Property to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.3.INSPECTION AND RECORDS. The Housing Authority shall maintain records which clearly document the Housing Authority's performance of its obligations to operate the Property under the terms of this Agreement. The Housing Authority shall submit all requested records to the City within ten (10) business days of the City's request. The Housing Authority shall permit the City to enter and inspect the Property for compliance with Housing Authority's obligations under this Agreement at all reasonable times upon twenty-four (24) hours advance notice of such visit by the City to the Housing Authority and to Tenants of the Unit. The Housing Authority must include provisions in Tenant leases that allow for City inspections of the Unit.

5.4.COMPLIANCE MONITORING. The Housing Authority shall operate the Property in full compliance with this Agreement and shall remain in compliance therewith throughout the Term of this Agreement. The Housing Authority shall permit the City to conduct annual compliance monitoring, including performing on-site records review and inspections of the Property, as required by regulation or reasonably requested by City.

5.5.ANNUAL REPORT. The Housing Authority shall annually submit to the City a report in a form approved by City for the preceding period of January 1st through December 31st or portion thereof, containing the information requested by City so as to allow the City to determine the Housing Authority's compliance with this Agreement. The report shall also state the date the tenancy commenced for the Unit and such other information as the City may request. Within thirty (30) days after receipt of a written request, Housing Authority shall submit any other information or completed forms requested by the City in order to comply with reporting requirements of the City. The City shall have the right to examine and make copies of all books, records or other documents of Housing Authority which pertain to the Property or any Unit to determine compliance with this Agreement.

5.6.FEES, TAXES, AND OTHER LEVIES. The Housing Authority 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, and shall pay such charges prior to delinquency.

5.7.PROPERTY TAX EXEMPTION. The Housing Authority shall not apply for any property tax exemption for the Property under any provision of law other than California Revenue and Taxation Code Section 214(g) without the City's prior written consent.

5.8.MAINTENANCE OF EXISTING STRUCTURES. Housing Authority shall maintain the Property in good condition, in good repair, ordinary wear and tear excepted, and in a decent, safe, sanitary, habitable and tenantable condition. The Unit must meet the standards set out in 24 CFR 92.251(f) throughout the Term of this Agreement. Housing Authority shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Property. City shall have no responsibility over maintenance of the Property.

6. GENERAL PROVISIONS

6.1.SUBORDINATION. This Agreement shall be senior and not be subordinate to any deed of trust, note, or agreement, and may be subordinated in priority only as to liens and

encumbrances otherwise approved in writing by the City in its sole and absolute discretion.

6.2.DEFAULT AND REMEDIES In the event of any breach of any agreement or obligation under this Agreement by the Housing Authority, the City shall provide written notice to the Housing Authority of such breach. The Housing Authority shall have an opportunity to cure such breach within thirty (30) days from the Housing Authority's receipt of such written notice or such longer period of time as the City determines is necessary to cure the breach if the Housing Authority diligently undertakes to cure such breach. If the Housing Authority fails to perform a timely cure of the specified breach, the City may proceed with any or all of the following remedies upon the Housing Authority's failure to cure:

6.2.1. Bring an action in equitable relief seeking the specific performance by the Housing Authority of the terms and conditions of this Agreement, or enjoining, abating, or preventing any violation of said terms and conditions, or seeking declaratory relief;

6.2.2. Enter upon, take possession and ownership of, and manage the Property, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property;

6.2.3. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof; or

6.2.4. Pursue any other remedy allowed at law or in equity.

6.3.GOVERNING LAW. This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to the choice of law and those provisions preempted by federal law.

6.4.TIME. Time is of the essence in this Agreement.

6.5.CONSENTS AND APPROVALS. Any consent or approval of the City required under this Agreement shall not be unreasonably withheld. Any approval must be in writing and executed by an authorized representative of the City.

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

City: City of Oxnard
305 W. 3rd Street
Oxnard, California 93030
Attn: Alex Nguyen

Housing Authority: City of Oxnard Housing Authority
435 South "D" Street

Oxnard, CA 93030
Attn: Brenda Lopez

6.7.**BINDING UPON SUCCESSORS.** This Agreement shall be recorded and all provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of the Housing Authority, and the City, and shall run with the land for the full Term of this Agreement, regardless of any conveyance or transfer of the Property or portion thereof.

6.8.**RELATIONSHIP OF PARTIES.** The relationship of the Housing Authority and the City during the Term of this Agreement shall not be construed as a joint venture, equity venture, or partnership.

6.9.**WAIVER.** Any waiver by the City of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to act on any breach or default of the Housing Authority or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to the Housing Authority to perform any obligation under this Agreement shall not operate as a waiver or release from any of Housing Authority's obligations under this Agreement. Consent by the City to any act or omission by the Housing Authority shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

6.10. **AMENDMENTS AND MODIFICATIONS.** Any amendment to or modification of this Agreement must be in writing, and shall be made only if executed by both the Housing Authority and the City.

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

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

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

CITY OF OXNARD, a municipal corporation

By: _____
Alexander Nguyen, City Manager

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

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

By: _____
Emilio Ramirez, Housing Director

APPROVED AS TO FORM:

By: _____
Stephen Fischer, General Counsel

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Place Notary Seal Above)

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

) SS.

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Place Notary Seal Above)

Exhibit A

LEGAL DESCRIPTION

Real property commonly known as 3139 J Street, in the City of Oxnard, County of Ventura, State of California, legally described as:

ALL CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 337, OF SUNKIST GARDENS NO. 2, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 223, PAGE 69 TO 71, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 205-0-041-115

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 2022- _____

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 PURCHASE AND SALE AGREEMENT AND A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS BY AND BETWEEN THE CITY OF OXNARD AND THE HOUSING AUTHORITY OF THE CITY OF OXNARD FOR THE SALE OF RESIDENTIAL REAL PROPERTY LOCATED AT 3139 J STREET

WHEREAS, the City Council hereby finds and declares that it is necessary, essential and a public purpose for the City to enter into a variety of agreements to facilitate the sale of residential real property currently owned by the City of Oxnard (the “City”) located at 3139 J Street (the “Property”) to the Housing Authority of the City of Oxnard (the “Housing Authority”) and to ensure that the Property will be rented to very low-, and low-income individuals and families; and

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

WHEREAS, in furtherance of the sale of the Property the City Council desires to approve and authorize the City Manager, or designee, to execute a Regulatory Agreement and Declaration of Restrictive Covenants (“Regulatory Agreement”) by and between the City and the Housing Authority wherein the Housing Authority shall agree to own and operate the Property as an affordable housing opportunity for very low- and low-income individuals and families; and

WHEREAS, in furtherance of the sale of the Property the City Council desires to approve and authorize the City Manager, or designee, to execute a Grant Deed transferring ownership of the Property to the Housing Authority concurrently with the recordation of the Regulatory Agreement; and

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

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

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

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

2. The City Council approves and authorizes the City 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 PSA; (ii) the Regulatory Agreement; (iii) the Grant Deed; and (iv) any other agreements for the purpose of selling the Property and ensuring the Housing Authority's ongoing compliance with the requirements of the City of Oxnard.

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

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

PASSED AND ADOPTED this ____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. 2022- _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING AND AUTHORIZING ITS EXECUTIVE DIRECTOR OR DESIGNEE TO EXECUTE AND TAKE ALL NEEDED ACTIONS IN CONSULTATION WITH AUTHORITY'S GENERAL COUNSEL RELATIVE TO ENTERING INTO A PURCHASE AND SALE AGREEMENT AND A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS BY AND BETWEEN THE CITY OF OXNARD AND THE HOUSING AUTHORITY OF THE CITY OF OXNARD FOR THE PURCHASE OF THE RESIDENTIAL REAL PROPERTY LOCATED AT 3139 J STREET

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

WHEREAS, the Authority hereby finds and declares that it is necessary, essential and a public purpose for the Authority to enter into a variety of agreements necessary to purchase residential real property currently owned by the City of Oxnard (the "City") located at 3139 J Street (the "Property") and to ensure that the Property will be rented to very low-, and low-income individuals and families as required by the City of Oxnard; and

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

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

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

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

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

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

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

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

Passed and adopted this ____ day of _____, 2021, by the following vote:

AYES:

NAYS:

ABSENT:

John C. Zaragoza, Chairman

ATTEST:

Rose Chaparro, Secretary Designate

APPROVED AS TO FORM:

Stephen Fischer, General Counsel



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.1

DATE: March 15, 2022

TO: Housing Authority

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

SUBJECT: 5-Year PHA Plan, Annual Agency Plan and Capital Fund Program Five-Year Action Plan for Low Rent Public Housing. (0/10/5)

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard (OHA):

1. Hold a public hearing to receive comments concerning the third year of the 5-Year PHA Plan, the 2022 Capital Fund Budget, and the Capital Fund Five-Year Action Plan; and
2. Adopt a resolution;
 - a. Approving the 2022 Annual Agency Plan, 5-Year PHA Plan for the Housing Authority;
 - 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 HUD's 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 Annual Agency Plan and the 5-Year PHA Plan;
 - d. Approving the 2022 Capital Fund Budget and Capital Fund Five-Year Action Plan; and
 - e. Authorizing the Housing Director to accept and expend the funds as indicated in the 2022 Capital Fund Budget and Capital Fund Five-Year Action Plan.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/38aeZCalSGQ>

BACKGROUND

The Quality Housing and Work Responsibility Act of 1998 (the Act) requires Oxnard Housing Authority to submit a 5-Year PHA Plan and an Annual Agency Plan. The purpose of the 5-Year PHA Plan and Annual Agency Plan, along with the program policies for the Public Housing Program (Admissions and Continued Occupancy Policy) and the Housing Choice Voucher Program (Administrative Plan) is to provide a framework for local accountability, along with an easily-identifiable source document where public housing residents, housing voucher participants, and members of the public may locate basic information regarding a housing authority's policies, rules and regulations and services provided by the agency.

The 5-Year PHA Plan covers fiscal years 2020-2025 and the Annual Agency Plan covers fiscal year 2022. Updates must be submitted to the Department of Housing and Urban Development at least seventy-five days prior to the beginning of each fiscal year, and must include certifications that the Plans is consistent with the City of Oxnard's Consolidated Plan and in accordance with Housing and Urban Development requirements.

DISCUSSION

The 5-Year PHA Plan and Annual Agency Plan identify the Oxnard Housing Authority's goals and objectives that will enable us to serve the needs of low-income, very low-income, and extremely low-income families. The current 5-year PHA Plan was adopted in fiscal year 2020. Any revisions, new activities, progress towards goals and objectives, and updates are outlined in the Annual PHA Plan (Attachment 1). A proposed revision to the Annual PHA Plan includes one change to the Administrative Plan, as specified below.

Adoption of a limited farmworker preference to the Housing Choice Voucher Administrative Plan

The proposed change will allow for a farmworker preference to be applied to families currently on the waitlist. The preference will be applied to applicants and families in which the head of household, spouse or cohead are currently employed as farm worker(s) in the agency's jurisdiction. The Oxnard Housing Authority (OHA) will limit the number of families that qualify for the farmworker preference to fifteen (15) families annually. Once the OHA is serving 15 families under the preference in a given year, and one family leaves the program, the next family on the waitlist who meets the preference criteria will be served.

On August 19, 2021, the Oxnard Housing Authority (OHA) informally adopted a homeless preference on a temporary basis for Maintstream Vouchers, as part of the waivers established by the Department of Housing and Urban Development (HUD) in response to COVID-19 (this preference expired on December 31, 2021). On September 23, 2021, the OHA held a meeting with the Resident Advisory Board (RAB) to discuss the temporary revision. The RAB consists of Tenant Commissioners, public housing residents, and Housing Choice Voucher Program participants. The RAB provides comments, suggestions, and feedback to the OHA. During the meeting, the RAB inquired about the possibility of adopting a preference for a target group other than "homeless" that would benefit other underserved low-income families. Staff confirmed that HUD regulations (24 CFR 982.207) permit PHAs to establish local preferences based on local housing needs and priorities. A consensus was reached to establish a preference targeting families who work in agriculture. Staff drafted the farmworker preference verbiage for the preference and presented it to RAB as part of the regular annual PHA submission process for fiscal year 2022. Originally, staff suggested requiring a minimum number of hours worked in order to qualify for the farmworker preference. However, the RAB expressed concerns about having a "minimum number of hours worked" requirement. Based on the comments from the RAB and additional staff research (which revealed a lack of supporting documentation for such a requirement), the "minimum number of hours worked" requirement was removed from the preference language.

In addition to any proposed changes, the last component of the Annual Agency Plan and the 5-Year PHA Plan has to do with the adoption of an annual Capital Fund budget as well as a Capital Fund Program 5-Year Action Plan. The primary purpose of the Capital Fund Program is to preserve and maintain the integrity of the Oxnard Housing Authority's public housing stock and to fund necessary improvements. For the coming fiscal year, the Oxnard Housing Authority is presenting a budget of \$1,445,380 for the Capital Fund Program activities. An estimated \$442,380 of the budget is allocated towards debt repayment (principal and interest payment for 2004 capital fund revenue bond) and \$357,000 towards administrative expenses. The remaining \$646,000 is being used towards capital improvements, specifically, the American with Disabilities Act 504-conversion project. The 504-conversion project refers to a multi-phase conversion project that will bring the Oxnard Housing Authority into compliance with the American with Disabilities Act. These regulations establish a minimum number of dwelling units that must be accessible for individuals with disabilities. As a result of the demolition of units in the 31-1 (Colonia Village), the Oxnard Housing Authority is deficient of 24 accessible units. The units have been selected from each project site based on ease of conversion, availability of space and cost effectiveness. In fiscal year 2022, the units selected at the following sites will be converted: Colonia, Althea, Concord, and Fashion Park. The final funding amount is yet to be determined and is based upon congressional appropriation. Any additional funding approved will be allocated towards the 504-conversion project. The proposed annual Capital Fund Program budget and Five-Year Action plan are set forth in Attachments 2 and 3.

The proposed plan is posted on Oxnard Housing Authority's website. In addition, it is usually posted at public libraries, Oxnard Housing Authority's site offices, and the City Clerk's Office. Due to the office closures in place, only electronic copies were made available. The opportunity for suggestions or recommendations from the public was made available for public comments November 22, 2021 for forty-five days (closed January 6, 2022).

The Oxnard Housing Authority conducted a public meeting on November 10, 2021 and November 16, 2021 and staff

presented to the Resident Advisory Board at those meetings and responded to inquiries from Resident Advisory Board members and others.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life Strategy. The Purpose of the Quality of Life Strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard.

FINANCIAL IMPACT

This item has no impact to the General Fund. The approval of the recommended action will enable the Oxnard Housing Authority to obtain various Housing and Urban Development funds, including approximately \$1,445,380 under the Capital Fund. Adoption of the 5-Year PHA Plan and the Annual Agency Plan is required for the Oxnard Housing Authority to receive the funds set forth in the Capital Fund Program Budget and Capital Fund Program Five-Year Action Plan.

COMMITTEE OUTCOME

The Community Development, Community Services, Housing and Public Safety Committee approved the staff recommendation 3-0 on February 22, 2022.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Annual PHA Plan 2022
2. CFP Budget 2022
3. CFP Five Year Action Plan
4. Resolution
5. PowerPoint Presentation

Streamlined Annual PHA Plan <i>(High Performer PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.																															
A.1	PHA Name: <u>Oxnard Housing Authority</u> PHA Code: <u>CA 031</u> PHA Type: ☒ High Performer PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2022</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>520</u> Number of Housing Choice Vouchers (HCVs) <u>1,890</u> Total Combined <u>2,410</u> PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. ☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) <table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:						N/A											
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N/A																																

B.	Plan Elements
B.1	Revision of Existing PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA since its last Annual PHA Plan submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Homeownership Programs. ☐ ☒ Safety and Crime Prevention. ☐ ☒ Pet Policy. ☐ ☒ Substantial Deviation. ☒ ☐ Significant Amendment/Modification (b) If the PHA answered yes for any element, describe the revisions for each element below: Administrative Plan significant amendment: Adopting a limited preference for farmworker families. Applicants in which the head of household, spouse or cohead are currently employed as farm worker(s) in the PHA's jurisdiction will receive this preference. The PHA limits the number of families that qualify for the farmworker preference to fifteen (15) families annually. Once the PHA is serving (15) families under the preference in a given year, and one family leaves the program, the next family on the waitlist who meets the preference criteria will be served. (c) The PHA must submit its Deconcentration Policy for Field Office Review. The PHA's deconcentration policies are listed on Chapter 4-Applications, waiting list and tenant selection of the Admissions and Continued Occupancy Policy and the Housing Choice Voucher Administrative Plan which are available online: https://www.oxnard.org/city-department/housing/section-8/admin-plan/ https://www.oxnard.org/city-department/housing/public-housing/acop/
B.2	New Activities. (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☐ ☒ Hope VI or Choice Neighborhoods. ☐ ☒ Mixed Finance Modernization or Development. ☐ ☒ Demolition and/or Disposition. ☐ ☒ Conversion of Public Housing to Tenant Based Assistance. ☐ ☒ Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD. ☐ ☒ Project Based Vouchers. ☐ ☒ Units with Approved Vacancies for Modernization. ☐ ☒ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.

B.3	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan. SEE ATTACHMENT B.3 Progress Report
B.4.	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. See Capital Fund 5 Year Action Plan in EPIC approved by HUD on 02/23/2021
B.5	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N ☐ ☒ (b) If yes, please describe:
C.	Other Document and/or Certification Requirements.
C.1	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the PHA Plan? Y N ☒ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. SEE ATTACHMENT C.1(b) RAB Comments
C.2	Certification by State or Local Officials. Form HUD-50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	Civil Rights Certification/Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Form 50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i> must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.4	Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☒ If yes, include Challenged Elements.

D.	Affirmatively Furthering Fair Housing (AFFH).					
D.1	Affirmatively Furthering Fair Housing. Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item. <table border="1"> <tr> <td>Fair Housing Goal:</td> </tr> <tr> <td> <u>Describe fair housing strategies and actions to achieve the goal</u> N/A – PHA has not received request to submit an AFH at this time. The Oxnard Housing Authority will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. </td> </tr> </table> <table border="1"> <tr> <td>Fair Housing Goal:</td> </tr> <tr> <td> <u>Describe fair housing strategies and actions to achieve the goal</u> </td> </tr> </table> <table border="1"> <tr> <td>Fair Housing Goal:</td> </tr> </table>	Fair Housing Goal:	<u>Describe fair housing strategies and actions to achieve the goal</u> N/A – PHA has not received request to submit an AFH at this time. The Oxnard Housing Authority will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015.	Fair Housing Goal:	<u>Describe fair housing strategies and actions to achieve the goal</u>	Fair Housing Goal:
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Describe fair housing strategies and actions to achieve the goal

Instructions for Preparation of Form HUD-50075-HP Annual Plan for High Performing PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory**, **Number of Public Housing Units and or Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(e))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Plan Elements.

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR §5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR §903.7(a).)

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions.** Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. (24 CFR §903.7(b)) Describe the PHA’s procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. (24 CFR §903.7(b)) A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b)) Describe the unit assignment policies for public housing. (24 CFR §903.7(b))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

☐ **Homeownership Programs.** A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. ([24 CFR §903.7\(k\)](#)) and 24 CFR §903.12(b).

☐ **Safety and Crime Prevention (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. ([24 CFR §903.7\(m\)\(5\)](#))

☐ **Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. ([24 CFR §903.7\(n\)](#))

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32 REV-3, successor RAD Implementation Notices, or other RAD Notices.

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see [24 CFR 903.2](#). ([24 CFR §903.23\(b\)](#))

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **HOPE VI.** **1)** A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD's website at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6 . ([Notice PIH 2011-47](#))

☐ **Mixed Finance Modernization or Development.** **1)** A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4

☐ **Demolition and/or Disposition.** With respect to public housing only, describe any public housing development(s), or portion of a public housing development projects, owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition approval under section 18 of the 1937 Act (42 U.S.C. 1437p); and **2)** A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. ([24 CFR §903.7\(h\)](#))

☐ **Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. ([24 CFR §903.7\(j\)](#))

☐ **Conversion of Public Housing under the Rental Assistance Demonstration (RAD) program.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to Project-Based Assistance or Project-Based Vouchers under RAD. See additional guidance on HUD's website at: [Notice PIH 2012-32 REV-3, successor RAD Implementation Notices, and other RAD notices.](#)

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. ([24 CFR §983.57\(b\)\(1\)](#)) If using project-based vouchers, provide the projected number of project-based units and general locations and describe how project-basing would be consistent with the PHA Plan.

☐ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with [24 CFR §990.145\(a\)\(1\)](#).

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. ([24 CFR §903.7\(r\)\(1\)](#))

B.4 Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. ([24 CFR §903.7\(g\)](#)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: "See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX."

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. ([24 CFR §903.7\(p\)](#))

C. Other Document and/or Certification Requirements

- C.1 Resident Advisory Board (RAB) comments.** If the RAB had comments on the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)
- C.2 Certification by State of Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.
- C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations, impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction’s initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).
- C.4 Challenged Elements.** If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public.

D. Affirmatively Furthering Fair Housing.

D.1 Affirmatively Furthering Fair Housing.

The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: “To implement goals and priorities in an AFH, strategies and actions shall be included in program participants’ ... PHA Plans (including any plans incorporated therein) ... Strategies and actions must affirmatively further fair housing” Use the chart provided to specify each fair housing goal from the PHA’s AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 7.02 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Certifications of Compliance with PHA Plan and Related Regulations (Standard, Troubled, HCV-Only, and High Performer PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning **2022**, in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include a policy for site-based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
 10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
 11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
 12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
 13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
 14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
 15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
 16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
 17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
 18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
 19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
 20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
 21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
 22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of the City of Oxnard
PHA Name

CA 031
PHA Number/HA Code

X Annual PHA Plan for Fiscal Year **2022**

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director:
Emilio Ramirez

Name Board Chairman:
John C. Zaragoza

Signature

Date

Signature

Date

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 3/31/2024

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Emilio Ramirez ,
Official's Name

the Housing Director
Official's Title

certify that the 5-Year PHA Plan for fiscal years 2020-2025 and/or Annual PHA Plan for fiscal year 2022 of the Housing Authority of the City of Oxnard is consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

City of Oxnard

Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR §§ 903.7(o)(3) and 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The PHA's goals and objectives are aligned with the Consolidated Plan. Specifically, on section AP-20 of the plan. The PHA is working on improving supply of affordable rental housing Inventory, reducing homelessness, and increase in availability of social services.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official:

Emilio Ramirez

Title:

Housing Director

Signature:

Date:

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

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Administrative Plan

Electronic copy of Administrative Plan is located on OHA's website:

<https://www.oxnard.org/city-department/housing/section-8/admin-plan/>

Admissions and Continued Occupancy Plan

Electronic copy of Admissions and Continued Occupancy Plan is located on OHA's website:

<https://www.oxnard.org/city-department/housing/public-housing/acop/>

PROPOSED SIGNIFICANT AMENDMENT TO ADMINISTRATIVE PLAN

4-III.C. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

OHA Policy

The OHA will offer a preference to:

Absolute Preference - Families terminated by OHA from its HCV program due to insufficient program funding. The OHA will open its waitlist strictly for applicants to which the preference applies and they will be returned to the HCV program at such time as the OHA has funding available for issuance of new vouchers.

The OHA uses the following Local Preferences:

◆ Residency Preference (10 Points)

For families who reside and/or have a family member who works, has been hired to work, or has been notified that they are hired to work in the municipality area of Oxnard. OHA may consider graduates of, or active participants in, education and training programs in the municipality area of Oxnard, if the education or training program is designed to prepare the individual for the job market.

◆ Preferences for Public Housing Residents (10 Points)

The Housing Choice Voucher may give a preference to Oxnard Public Housing residents on the current Housing Choice Voucher waiting list:

- As a reasonable accommodation when no suitable unit is available in the Public Housing Program.

◆ Veteran preference (5 Points)

Veteran preference is for veterans and extended to spouses/surviving spouses of veterans. A veteran with any of the following categories is entitled to “veteran’s preference”. This preference will be applied only once per family.

- Honorable discharge

- General discharge
- Good discharge
- Satisfactory discharge
- Indifferent discharge
- Special order discharge
- Medical discharge

A veteran with any of the following categories is not entitled to “veteran’s preference”:

- Dishonorable discharge
- Bad conduct discharge
- Undesirable discharge
- Dismissal

Any other type of separation other than honorable would not be entitled to a “veteran’s preference.”

Veteran preference will be extended to spouses/surviving spouses and unless deceased must be living with the family or be only temporarily absent unless:

Veteran is permanently absent because of hospitalization, separation or desertion.

- Veteran, formerly the head, is divorced, provided there remains in the family one or more persons for whose support he/she is still legally or morally responsible and provided that the spouse has not remarried.
- The former head of the family is a deceased veteran or serviceman provided the spouse has not remarried.

◆ **Involuntary Displacement (20 Points)**

Families are considered to be involuntarily displaced if they are required to vacate their unit located within the municipality of Oxnard as a result of a). an improvement or development project to which the Oxnard Housing Authority has ownership interest and no suitable unit is available or b) displaced by a federally declared disaster.

◆ **Farmworker Limited Preference (1 point)**

Applicants in which the head of household, spouse or cohead are currently employed as farm worker(s) in the OHA’s jurisdiction will receive this preference. The OHA limits the number of families that qualify for the farmworker preference to fifteen (15) families annually. Once the OHA is serving (15) families under the preference in a given year, and one family leaves the program, the next family on the waitlist who meets the preference criteria will be served.

Attachment B.3 Progress Report

HUD Strategic Goal #1: Advance Economic Opportunity

PHA Goal One: Expand the supply of assisted housing.

- Objective: Apply for additional tenant based, project based, and special purpose vouchers
- Progress: The Oxnard Housing Authority's (OHA) VASH voucher allocation has increased by 25 additional vouchers. The OHA was awarded 40 Mainstream Vouchers and 46 Emergency Housing Vouchers.
- Objective: Development of additional rental housing
- Progress: Las Cortes, Inc. a non-profit corporation was established with the purpose of creating affordable housing. To date, phase I and phase II of the Las Cortes project have been completed which involved the demolition and replacement of 260 public housing units. Currently, phase III of the project is in the planning phase which will result in additional rental housing units.
- Objective: Decrease Public Housing Vacancy Rate
- Progress: Public Housing vacancy rate was maintained at an average rate of 2% which reflects the decrease in turnaround time frames. The units designated for conversion to comply with the Department of Housing and Urban Development's ADA-Section 504 regulation, were not factored. The units will be taken offline as they are vacated.
- Objective: Increase Housing Choice Voucher Budget Utilization
- Progress: Utilization rate was impacted by the restrictions and challenges presented by the COVID-19 pandemic. For example, offices were closed to the public, stay at home orders were in place throughout the fiscal year, and staff capacity was reduced by 50%.
- Objective: Create a Housing Navigation team
- Progress: Housing Locator position was created to provide field-based housing location services to program participants. The Housing Locator works closely with participants and their case workers in the rental process. The Housing Locator maintains and coordinates communication, between participants, landlords, property managers, case workers, community partners, and staff.

PHA Goal Two: Expand Family Self-Sufficiency Program

- Objective: Increase program participation
- Progress: Fiscal years 2020 and 2021 presented a challenge to the OHA's efforts to increase FSS program participation. Offices have been closed to the public which has made it necessary to move towards on-line recertifications. In the past, staff took advantage of the resident's appointment time to provide education about the program and also to make referrals to the coordinator on the spot.
- Objective: Expand the scope and types of services offered to participants. For example: job training and educational programs that will increase self-sufficiency and income generation
- Progress: Efforts have been placed on hold until the COVID-19 restrictions are lifted. However; the OHA has continued to work with community partners to bring COVID-19 related relief and assistance programs to participants and residents. In addition, the OHA has been working in partnership with the Ventura County Credit Union and the Housing Authority of the City of San Buenaventura to offer money management workshops (virtually).
- Objective: Build new partnerships with employers and service providers
- Progress: Efforts have been negatively impacted due to COVID-19 restrictions in place. However; the OHA partnered with Amazon to host multiple job fairs in 2021. In addition, the OHA partnered with Embassy Suites by Hilton, Boys & Girls Clubs of Greater Oxnard and Port Hueneme, Gold's Gym, and the United States Census 2020 to host a community wide job fair in 2020.
- Objective: Revamp marketing efforts

Progress: Efforts have been placed on hold until COVID-19 restrictions are lifted.

Objective: Increase progress meetings with program participants

Progress: Meetings are held with program participants, however; staff has not been able to increase the number of interactions due to the decrease in staff capacity resulting from COVID-19 restrictions.

PHA Goal Three: Supportive Services for Residents

Objective: ROSS Services Coordinator to expand coordination of self-sufficiency services to each project site

Progress: Efforts have been placed on hold until COVID-19 restrictions are lifted.

Objective: Increase collaboration between ROSS and FSS activities

Progress: ROSS activities have been focused primarily on coordinating programs and services that assist residents and program participants to navigate the impact of COVID-19. Once restrictions are lifted, efforts will reinitiate.

Objective: Leverage capacity with resident advisory board teams to increase participation and outreach

Progress: On hold until COVID-19 restrictions are lifted.

HUD Strategic Goal #2: Reduce Homelessness

PHA Goal One: Increase percentage of admissions to mainstream housing programs

Objective: Apply for Mainstream Vouchers

Progress: The OHA was awarded 40 vouchers.

Objective: Establish partnerships with local Health and Human Service Agencies

Progress: The OHA is working in partnership with the Ventura County Human Services Agency.

Objective: Partner with Community Service Agencies throughout the Ventura county that offer homeless programs

Progress: The OHA hired a full-time Homeless Assistance Program Coordinator who is working with community service agencies to provide an array of services to our homeless population. For example, OHA partnered with the Ventura County and Salvation Army to implement a "One Stop" program that provides services in areas frequented by non-housed homeless individuals.

Objective: Collaborate with Ventura County's Continuum of Care to establish a referral system

Progress: The OHA has established a referral system with the Ventura County's Continuum of Care agency.

PHA Goal Two: Set Aside Homeless Voucher Program

Objective: Increase utilization of homeless set aside vouchers

Progress: Homeless Services Coordinator position has been filled and a Housing Navigation Locator position has been created. The issuance of homeless set aside vouchers has decreased due to the decreased capacity that has stemmed from COVID-19 restrictions in place. However; both teams are working together to assist homeless voucher program recipients to secure housing.

Objective: Establish MOU with Supportive Services Provider

Progress: The OHA has established a referral system with the Ventura County's Continuum of Care agency. In addition, the OHA is working with United Way of Ventura County to explore possibilities of increasing supportive services through their homelessness initiatives.

Objective: Develop a plan to move homeless applicants from shelter to permanent housing

Progress: The OHA is currently working with Ventura County, the Salvation Army, the Ventura County Workforce Development Board and the Ventura County's Continuum of Care to

establish a program that will move individuals from homelessness to permanent housing via the use of Mainstream vouchers, VASH vouchers, and Homeless set aside vouchers.

PHA Goal Three: VASH Program

Objective: Increase utilization of VASH vouchers

Progress: The OHA is working with the U.S. Department of Veterans Affairs' regional office to discuss ways in which referrals can be increased for the VASH program. In addition, the OHA is proposing to project base VASH vouchers for new developments that will serve the Veteran population.

Objective: Increase collaboration efforts with local VA clinic to identify eligible Veterans

Progress: The OHA is working with U.S. Department of Veterans Affairs' regional office includes reaching out to the local VA clinic to increase referrals.

PHA Goal Four: Build a Navigation Center

Objective: Increase street outreach and case management

Progress: The OHA hired a Homeless Assistance Program Coordinator dedicated to coordinate both street outreach and case management. In partnership with the Salvation Army, street outreach services have been expanded throughout the OHA's jurisdiction.

Objective: Lead the operation of the city owned navigation center

Progress: Construction of Navigation Center is scheduled to begin 7/2022.

Objective: Establish partnerships with recuperative care, supportive service, and permanent housing providers

Progress: The OHA has established partnerships with multiple community service providers to assist in the efforts of connecting homeless individuals with supportive services. For example, the "One Stop" program which brings services to areas that are frequented by non-housed homeless individuals. The OHA also launched an encampment response plan to address a large homeless encampment site. A variety of services are being offered onsite including: hygiene services, outreach, and case management.

HUD Strategic Goal #3: Enhance Rental Assistance

PHA Goal One: Transition public housing to a more sustainable platform

Objective: Expand the rehabilitation of existing housing

Progress: Improvements done to public housing units in the past year include: rehabilitation of exterior walls for OHA's turn key units (Fremont, Althea, Hill, Fashion Park, Concord and Cuesta Del Mar) which included scrapping all peeling paint, filling in cracks, paint exterior walls, fascia and all exterior doors as well as carport posts and trash enclosures; the removal and replacement of all cracked concrete in backyard patios; flooring replacement for the Felicia (100 unit) complex; toilet sensor project at Felicia(100 units) and Colonia (70 unit) complex which involved installation of toilet sensors to detect leaks or running toilets; kitchen cabinet replacement project for 801 building (included the replacement of cabinets, plumbing fixtures, sink and range hood); the boiler replacement project at the 401 building (included replacement of both heater and domestic hot water heater boilers, holding tank, and all plumbing up to the walls). Fashion Park Re-pave alley way. Palm Vista replaced all common area lighting with LED light fixtures. Also replaced all fire sprinklers in building.

Currently, the OHA is working on: the Fashion Park project's trash enclosure expansion and the addition of 3 additional parking spaces; interior painting of 801 and 401 buildings (401 Complete)., and the Cuesta del Mar project which involves converting an

empty lot behind the public housing units into a small parking lot. Pleasant Valley 504 project units 5201 and 5191 Squires Dr. are being split into 4 ADA units (2 2BR and 2 1BR). Palm Vista 5 units will be converted into full ADA units, Pending City Council Approval.

- Objective: Increase value of OHA's real property asset portfolio
 Progress: The OHA will continue monitoring the private market for opportunities to expand its current property asset portfolio.
- Objective: Merge Capital Fund and Maintenance Teams
 Progress: Completed. The Capital Fund team has been realigned and now reports to the Maintenance Department. The synergies between both teams offer the added benefit of ensuring that the ongoing maintenance needs of projects are factored in when capital improvement decisions are made. In addition, the capital fund team now has access to additional project management support.
- Objective: Transition Public Housing Units with significant unmet capital needs to RAD or Project Based Projects
 Progress: The OHA launched the effort titled "Rethink and Renew" to restructure operations. As part of the effort, the OHA submitted a technical assistance and capacity building engagement grant request to the Department of Housing and Urban Development. The request was approved. One of the target areas for the consulting firm is to develop an organizational strategy to support the OHA's goal of asset portfolio repositioning.

HUD Strategic Goal #4: Streamline Operations

PHA Goal One: Reduce administrative burden

- Objective: Participate in HUD's Moving to Work Demonstration Cohort program
 Progress: On Hold. Due to COVID-19 indirect and direct impact to operations, the OHA is focusing on resuming to normal operations.
- Objective: Streamline processes and procedures for annual and re-certifications
 Progress: The OHA has launched an on-line, web-based recertification portal for Public Housing residents. Efforts are underway to move towards on-line recertifications for the Housing Choice Voucher program.
- Objective: Implement consistent forms, letters, and notices for all programs
 Progress: The OHA has begun standardizing forms for the Public Housing Program. A committee of staff members has been established to review notices before they are released to residents. Once finalized, forms will be standardized for the Housing Choice Voucher Program.
- Objective: Develop strategies to reshape workforce capacity
 Progress: The COVID-19 pandemic required for the OHA to shift focus from identifying streamlining opportunities to establishing immediate processes to minimize the impact to delivery of services. However; the OHA has submitted a grant application for technical support and has initiated staff meetings to begin the process of identifying opportunities to streamline operations. The request was approved and task is underway.
- Objective: Identify and eliminate administrative practices not required by HUD
 Progress: The COVID-19 pandemic required for the OHA to shift focus from identifying streamlining opportunities to establishing immediate processes to minimize the impact to delivery of services. However; the OHA has submitted a grant application for technical support and has initiated staff meetings to begin the process of identifying opportunities to streamline operations. The request was approved and task is underway.

PHA Goal Two: Improve customer service

Objective: Deliver services more efficiently

Progress: The OHA launched the effort titled “Rethink and Renew” to restructure operations. The goal is to improve landlord and tenant relations and customer service. Although the COVID-19 pandemic has temporarily halted the efforts, the OHA submitted a technical assistance grant request to the Department of Housing and Urban Development to continue progress on the effort. The request was approved and task is underway.

Objective: Reduce turnaround time-frames for reasonable accommodation requests

Progress: Reasonable accommodation requests are reviewed and dispositioned within 48-72 hours from receipt. If an accommodation exceeds the approval authority level of the Program Supervisor, it is submitted within 24 hours to the Housing Programs Manager for review so that the response is not delayed.

Objective: Move towards on-line web-based applications

Progress: Completed. The OHA launched an on-line applications and resident’s web-based portal.

Attachment C.1 (b) Resident Advisory Board Comments

Attachment C.1 (b)
Resident Advisory Board Comments

HOUSING AUTHORITY OF THE CITY OF OXNARD
ANNUAL AGENCY PLAN PROPOSED CHANGES
SUMMARY OF TENANT COMMENTS

Although no written comments were received, the following is a summary of the verbal comments received at the Resident Advisory Board (RAB) Meetings:

Comment: Does the proposed farmworker preference impact families who have household members without eligible immigration status, also referred to as 214 families?

Response: Applicants are selected from the waitlist based on date and time of application, followed by any preferences the client qualifies for. An individual's immigration status does not impact the preference points awarded to the application. Preferences are associated with the ranking of an application on the waitlist.

Comment: How do the number of hours worked by an individual (farmworker preference) affect the ranking of the application?

Response: The number of hours worked by an individual does not factor into the ranking of an application. The intention of establishing a minimum hour requirement is to determine if the applicant qualifies for the preference.

Comment: What happens if an applicant claims to meet the preference criteria, but does not?

Response: If an applicant does not meet a preference as indicated on their original application, the preference is removed and the application is placed back on the waitlist. The original date and time of application remains the same, however; the ranking will be affected by the removal of the preference.

Comment: Concern was expressed with establishing a minimum number of hours in order for an applicant to qualify for the farmworker preference. Ideally, the RAB requested for a survey to be conducted amongst agricultural laborers to determine if 15 hours is an adequate representation of the City of Oxnard.

Response: Establishing a minimum number of hours was recommended by the PHA, however; the Housing Programs Manager offered to review the Section 8 Administrative Plan for other local PHAs and research online to determine if the minimum hour requirement aligned with other agencies or if the minimum hour requirement should be removed altogether.

Update: The PHA reviewed the Section 8 Administrative Plans for local PHAs and nearby PHAs whose jurisdiction covers a larger agricultural area, however; none had a farmworker preference. The most common preferences were related to residency and working preference in the PHA's jurisdiction. The minimum hour requirement was either not consistent or non-existing. The PHA also contacted CVR, (consultant assigned by the Department of Housing and Urban Development for a technical assistance project that is underway) whose recommendation is to not include a minimum hour requirement. Based on the research and comments from the RAB members, the minimum hour requirement was removed.

Comment: Will the PHA inform all applicants of the preference?

Response: Yes, all existing applicants must be contacted to identify applicants who are eligible for the preference. The PHA may open the waitlist specifically for the preference if there are no remaining eligible applicants on the current waitlist.

Attachment C.1 (b)
Resident Advisory Board Comments

Comment: What happens with seasonal farmworkers?

Response: The applicant must be eligible for the preference at the time their application is selected for assistance. If an applicant is a seasonal farmworker and can provide supporting documentation that they are contracted to return to work, the request may be taken into consideration. This will need to be reviewed on a case by case basis.

Comment: What happens once the PHA has admitted 15 families under the farmworker preference?

Response: Once the 15-voucher allocation is exhausted, the PHA will select families for the preference the following fiscal year, however; if a family leaves the program before the beginning of the next allocation, the next eligible family will be selected.

Part I: Summary					
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-22 Replacement Housing Factor Grant No: Date of CFFP: 04/26/2004			FFY of Grant: 2022 FFY of Grant Approval:
Type of Grant: ☒ Original annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (Revision no:) ☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 25% of line 23) ³	\$ 140,000.00			
3	1408 Management Improvements (Not to exceed 10% of line 23)	\$ 12,000.00			
4	1410 Administration (may not exceed 10% of line 23)	\$ 105,000.00			
5	1415 Liquidated Damages				
6	1480 Fees and Costs/ (A& E fees)	\$ 20,000.00			
7	1480 Advertising	\$ 5,000.00			
8	1480 Planning Salaries/ Benefits	\$ 40,000.00			
9	1480 Audit				
10	1440 Site Acquisition				
11	1480 Site Improvement				
12	1480 Dwelling Structures	\$ 646,000.00			
13	1480 Dwelling Equipment - Nonexpendable				
14	1480 Nondwelling Structures				
15	1480 Nondwelling Equipment (Computer Hardware)	\$ 20,000.00			
16	1480 Construction Vehicle				
17	1480 Demolition				
18	1480 Moving to Work Demonstration				
19	1480 Relocation Costs				
20	1480 Development Activities ⁴				
21	9001 Collateralization or Debt Service paid by PHA	\$ 442,380.00			
22	1480 Contingency (may not exceed 8% of line 23)	\$ 15,000.00			
23	Amount of Annual Grant: (sum of lines 1 - 22)	\$ 1,445,380.00			

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Part I: Summary					
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-22 Replacement Housing Factor Grant No: Date of CFFP: 04/26/2004		FFY of Grant: 2022 FFY of Grant Approval:	
Type of Grant: ☒ Original annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (Revision no:) ☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
24	Amount of line 23 Related to LBP Activities				
25	Amount of line 23 Related to Section 504 compliance	\$ 631,000.00			
26	Amount of line 23 Related to Security - Soft Costs	\$ 15,000.00			
27	Amount of line 23 Related to Security - Hard Costs				
28	Amount of line 23 Related to Energy Conservation Measures				
Signature of Executive Director		Date	Signature of Public Housing Director	Date	

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-22 CFFP (Yes/No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2022		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
CAL 31-0	Operations	1406		\$ 140,000.00				
PHA WIDE								
	Professional Development/							
	Professional Development /Training	1408		\$ 5,000.00				
	Consultants/							
	Consultants	1408		\$ 5,000.00				
	Disaster Preparedness	1408		\$ 2,000.00				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-22 CFFP (Yes/ No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2022		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
CAL 31-0								
PHA WIDE								
	Administration	1410		\$ 105,000.00				
	Fees & Costs	1480		\$ 20,000.00				
	Advertising	1480		\$ 5,000.00				
	Planning Salaries/Benefits	1480		\$ 40,000.00				
	Computer Hardware	1480		\$ 20,000.00				
	Bond Payment	9001		\$ 442,380.00				
	Contingency	1480		\$ 15,000.00				
	Total 31-0:			\$ 799,380.00				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-22 CFFP (Yes/ No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2022		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
OHA Wide	Security Systems	1480		\$ 15,000.00				
CAL 31-2 Felicia Ct.								
	Total 31-2:			\$ -				
CAL 31-3 Colonia Road	504 Compliance	1480		\$ 246,000.00				
	Total 31-3:			\$ 246,000.00				
CAL 31-4 Pleasant Valley								
	Total 31-4:			\$ -				
CAL 31-5 Plaza Vista								
	Total 31-5:			\$ -				
CAL31-7 Scattered Sites	504 Compliance	1480		\$ 385,000.00				
	Total 31-7:			\$ 385,000.00				
CAL 31-8 Palm Vista								
	Total 31-8:			\$ -				
	CA16-P031-501-22 Total:			\$ 1,445,380.00				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-22 CFFP (Yes/ No): Yes Replacement Housing Factor Grant No:			Federal FFY of Grant: 2022
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
CAL 31-0 PHA-Wide	4/16/2024		4/16/2026		
CAL 31-1 The Courts	4/16/2024		4/16/2026		
CAL 31-2 Felicia Court	4/16/2024		4/16/2026		
CAL 31-3 Colonia Road	4/16/2024		4/16/2026		
CAL 31-4 Pleasant Valley	4/16/2024		4/16/2026		
CAL 31-5 Plaza Vista	4/16/2024		4/16/2026		
CAL 31-7 Scattered Sites	4/16/2024		4/16/2026		
CAL 31-8 Palm Vista	4/16/2024		4/16/2026		

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name: Oxnard Housing Authority				☒ Original 5-Year Plan ☐ Revision no:	
Development Number/Name/HA-Wide	Year 1 2022	Work Statement for Year 2 FFY Grant: 2023 PHA FY: 2024	Work Statement for Year 3 FFY Grant: 2024 PHA FY: 2025	Work Statement for Year 4 FFY Grant: 2025 PHA FY: 2026	Work Statement for Year 5 FFY Grant: 2026 PHA FY: 2027
	Annual Statement				
CAL 31-0 OHA-Wide		\$ 798,180.00	\$ 377,000.00	\$ 377,000.00	\$ 377,000.00
OHA Wide		\$ 640,000.00	\$ -	\$ -	\$ -
CAL 31-1 The Courts					
CAL 31-2 Felicia Court			\$ 220,000.00	\$ 550,000.00	\$ -
CAL 31-3 Colonia Road		\$ 100,000.00	\$ -		\$ -
CAL 31-4 Pleasant Valley		\$ -	\$ 400,000.00	\$ -	\$ 400,000.00
CAL 31-5 Plaza Vista		\$ -	\$ 40,000.00	\$ -	\$ -
CAL 31-7 Scattered Sites		\$ -	\$ -	\$ 130,000.00	\$ 280,000.00
CAL 31-8 Palm Vista		\$ -	\$ 20,000.00	\$ -	\$ -
CFP Funds Listed for 5-year Planning		\$ 1,538,180.00	\$ 1,057,000.00	\$ 1,057,000.00	\$ 1,057,000.00
Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages - Work Activities						
Activities for Year 1 2022	Activities for Year: 2 FFY Grant: 2023 PHA FY: 2024			Activities for Year: 3 FFY Grant: 2024 PHA FY: 2025		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See	PHA-Wide	Operations	\$ 140,000.00	PHA-Wide	Operations	\$ 140,000.00
Annual	Cal 31-0			Cal 31-0		
Statement						
		Management Improvement	\$ 12,000.00		Management Improvement	\$ 12,000.00
		Administration	\$ 105,000.00		Administration	\$ 105,000.00
		A&E Fees	\$ 20,000.00		A&E Fees	\$ 20,000.00
		Advertising	\$ 5,000.00		Advertising	\$ 5,000.00
		Planning Salaries/ Benefits	\$ 40,000.00		Planning Salaries/ Benefits	\$ 40,000.00
		Computer Hardware	\$ 20,000.00		Computer Hardware	\$ 20,000.00
		Debt. Service	\$ 441,180.00		Debt. Service	\$ 20,000.00
		Contingency	\$ 15,000.00		Contingency	\$ 15,000.00
	Cal 31-0 Subtotal:		\$ 798,180.00	Cal 31-0 Subtotal:		\$ 377,000.00

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages - Work Activities						
Activities for Year 1 2021	Activities for Year: 2 FFY Grant: 2023 PHA FY: 2024			Activities for Year: 3 FFY Grant: 2024 PHA FY: 2025		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement	OHA Wide	Pre-Reac Improvements	\$ 190,000.00			
		Electrical Improvements	\$ 450,000.00	Felicia Court		
				CAL 31-2	Grounds Improvement	\$ 120,000.00
	OHA Wide Subtotal:		\$ 640,000.00		Fencing	\$ 100,000.00
	Colonia Village			CAL 31-2 Subtotal:		\$ 220,000.00
	CAL 31-3	Landscaping	\$ 100,000.00			
	CAL 31-3 Subtotal		\$ 100,000.00			
				Pleasant Valley		
				CAL 31-4	Windows	\$ 400,000.00
	Plaza Vista					
	CAL 31-5			CAL 31-4 Subtotal:		\$ 400,000.00
	CAL 31-5 Subtotal:					
				Plaza Vista		
	Scattered Sites			CAL 31-5	Roof Exhaust Fans	\$ 20,000.00
	CAL 31-7				Plumbing	\$ 20,000.00
				CAL 31-5 Subtotal:		\$ 40,000.00
	CAL 31-7 Subtotal:					
	Palm Vista					
	CAL 31-8			Palm Vista		
				CAL 31-8	Roof Exhaust Fans	\$ 20,000.00
				CAL 31-8 Subtotal:		\$ 20,000.00
	CAL 31-8 Subtotal:					
Total CFP Estimated Cost			\$ 1,538,180.00	Total CFP Estimated Cost		
				\$ 837,000.00		

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages --- Work activities

Activities for Year: 4 FFY Grant: 2025 PHA FY: 2026			Activities for Year: 5 FFY Grant: 2026 PHA FY: 2027		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
PHA-Wide	Operations	\$ 140,000.00	PHA-Wide	Operations	\$ 140,000.00
Cal 31-0			Cal 31-0		
	Management Improvement	\$ 12,000.00		Management Improvement	\$ 12,000.00
	Administration	\$ 105,000.00		Administration	\$ 105,000.00
	A&E Fees	\$ 20,000.00		A&E Fees	\$ 20,000.00
	Advertising	\$ 5,000.00		Advertising	\$ 5,000.00
	Planning Salaries/ Benefits	\$ 40,000.00		Planning Salaries/ Benefits	\$ 40,000.00
	Computer Hardware	\$ 20,000.00		Computer Hardware	\$ 20,000.00
	GPNA	\$ 20,000.00		Energy Audit	\$ 20,000.00
	Contingency	\$ 15,000.00		Contingency	\$ 15,000.00
Cal 31-0 Subtotal:		\$ 377,000.00	Cal 31-0 Subtotal:		\$ 377,000.00

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages --- Work activities					
Activities for Year: 4 FFY Grant: 2025 PHA FY: 2026			Activities for Year: 5 FFY Grant: 2026 PHA FY: 2027		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
OHA Wide			OHA Wide		
Felicia Court			Felicia Court		
CAL 31-2	Walkways	\$ 150,000.00	CAL 31-2		
	Windows	\$ 400,000.00			
CAL 31-2 Subtotal:		\$ 550,000.00	CAL 31-2 Subtotal:		
Colonia Village			Colonia Village		
CAL 31-3			CAL 31-3		
CAL 31-3 Subtotal			CAL 31-3 Subtotal		
Pleasant Valley			Pleasant Valley		
CAL 31-4			CAL 31-4	Flooring	\$ 400,000.00
CAL 31-4 Subtotal:			CAL 31-4 Subtotal:		\$ 400,000.00
Plaza Vista			Plaza Vista		
CAL 31-5			CAL 31-5		
CAL 31-5 Subtotal:			CAL 31-5 Subtotal:		
Scattered Sites			Scattered Sites		
CAL 31-7	Furnaces	\$ 130,000.00	CAL 31-7	Building Redevelopment	\$ 280,000.00
CAL 31-7 Subtotal:		\$ 130,000.00	CAL 31-7 Subtotal:		\$ 280,000.00
CAL 31-8 Subtotal:			CAL 31-8 Subtotal:		
Total CFP Estimated Cost		\$ 1,057,000.00	Total CFP Estimated Cost		\$ 1,057,000.00

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION APPROVING THE 5-YEAR PUBLIC HOUSING AGENCY (PHA) PLAN, THE ANNUAL AGENCY PLAN, THE 2022 CAPITAL FUND PROGRAM (CFP) BUDGET, THE CFP FIVE-YEAR ACTION PLAN AND AUTHORIZING THE HOUSING DIRECTOR TO EXECUTE AND SUBMIT THE PLANS AND CAPITAL FUNDS STATEMENT

WHEREAS, the Housing Authority of the City of Oxnard (OHA) is required by the U.S. Department of Housing and Urban Development (HUD) to develop and adopt a 5-Year PHA Plan and Annual Agency Plan for HUD's review and approval in order to be eligible to receive HUD funding utilized for the OHA's operation; and

WHEREAS, The OHA adopted a 5-Year Agency Plan in 2020; and

WHEREAS, on March 15, 2022, the OHA conducted a public hearing on the proposed third year of the 2020-2025 Five-Year PHA Plan, the Annual Agency Plan, the 2022 CFP Budget and the CFP Five-Year Action Plan.

WHEREAS, the OHA wishes to adopt its Annual Agency Plan, the third year of the 5-Year PHA Plan for Fiscal Years 2020-2025, the CFP Five-Year Action Plan, and the 2022 CFP Budget.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves as follows:

1. The Board hereby approves the Annual Agency Plan, the third year of the 5-Year PHA Plan for Fiscal Years 2020-2025, the CFP Five-Year Action Plan, and the 2022 CFP Budget, as presented to the Board on March 15, 2022; and
2. The Board authorizes and directs the chairman to execute the HUD Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; and
3. The Board authorizes the Housing Director to execute and submit all reports and documents required to comply with HUD's policies and procedures regarding the Agency Plan; and
4. The Board authorizes the Housing Director to accept and extend the funds as indicated in the 2022 CFP Budget and the CFP Five-Year Action Plan.

APPROVED AND ADOPTED THIS _____ DAY OF _____ 2022 BY THE
FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Chairman

Attest:

Rose Chaparro, Secretary-Designate

Approved as to form:

Stephen M. Fischer, General Counsel

5-YEAR AGENCY PLAN AND ANNUAL PLAN

Emilio Ramirez, Housing Director
City Council
March 15, 2022

5-Year and Annual Agency Plan

1. The 5-Year and Annual Agency Plan provides a description of the Housing Authority's basic regulations, requirements and operational program policies
2. Required by 24 CFR Part 903
3. Serves as the application for Capital Fund Grants which provide the funding for capital improvements for Public Housing
4. Due to HUD by April 16, 2022 – 75 days prior to the start of the fiscal year
5. Public Hearing on the proposed changes to the Public Housing and Section 8 program policies and proposed goals and objectives for the next 5 years
6. Written public comment and review period commenced November 22, 2022 and closed January 6, 2022
7. Resident Advisory Board meetings were held for review and discussion

Proposed Changes to the Program Policies

1. Proposed Amendment to the Housing Choice Voucher (Section 8) Administrative Plan:

Adoption of local limited farmworker preference:

Applicants in which the Head of Household, spouse or cohead are currently employed as farm worker(s) in the OHA's jurisdiction will receive this preference. The OHA limits the number of families that qualify for the farmworker preference to fifteen (15) families annually. Once the OHA is serving (15) families under the preference in a given year, and one family leaves the program, the next family on the waitlist who meets the preference criteria will be served.

2. No significant changes were proposed to the Public Housing's Admissions and Continued Occupancy Policy plan
3. Although no written comments from the public were received, based on the feedback provided by the RAB, requiring a minimum number of hours to be worked in order for an applicant to qualify for the farmworker preference, was removed.

Approval of the Capital Fund Program

1. Capital Fund Grant provides funding for the capital improvements to the Public Housing assets
2. The 2022 grant amount requested is \$1,445,380
3. Resolution approves the Capital Fund Program Five-Year Action Plan, the 2022 Annual Agency Plan, the 5-Year PHA plan, and the 2022 Capital Fund Budget

Recommendation

That the Board of Commissioners of the Housing Authority of the City of Oxnard (OHA):

1. Hold a public hearing to receive comments concerning the third year of the 5-Year PHA Plan, the 2022 CFP Budget, and the CFP Five-Year Action Plan; and
2. Adopt a resolution:
 - a) Approving the 2022 Annual Agency Plan, 5-Year PHA Plan for the Housing Authority;
 - b) Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;
 - c) Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Annual Agency Plan and the 5-Year PHA Plan;
 - d) Approving the 2022 CFP Budget and CFP Five-Year Action Plan; and
 - e) Authorizing the Housing Director to accept and expend the funds as indicated in the 2022 CFP Budget and CFP Five-Year Action Plan.



QUESTIONS?



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.2

DATE: March 15, 2022

TO: City Council

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

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

RECOMMENDATION

That the City Council:

1. Conduct a public hearing, and

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

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

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

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

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

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

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

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

BACKGROUND

EXECUTIVE SUMMARY:

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

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

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

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

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

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

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

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

BACKGROUND:

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

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

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

Fore Property DAA (PZ 20-670-03)

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

PLANNING COMMISSION ACTIONS

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

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

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

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

Table 1

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

Fore Property DAA (PZ 20-670-03)

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

PROJECT REQUESTS:

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

1. RiverPark Specific Plan Amendments No. 7

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

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

RiverPark Specific Plan Figure 2.B

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

Legend

Planning Districts

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

Land Use

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



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

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

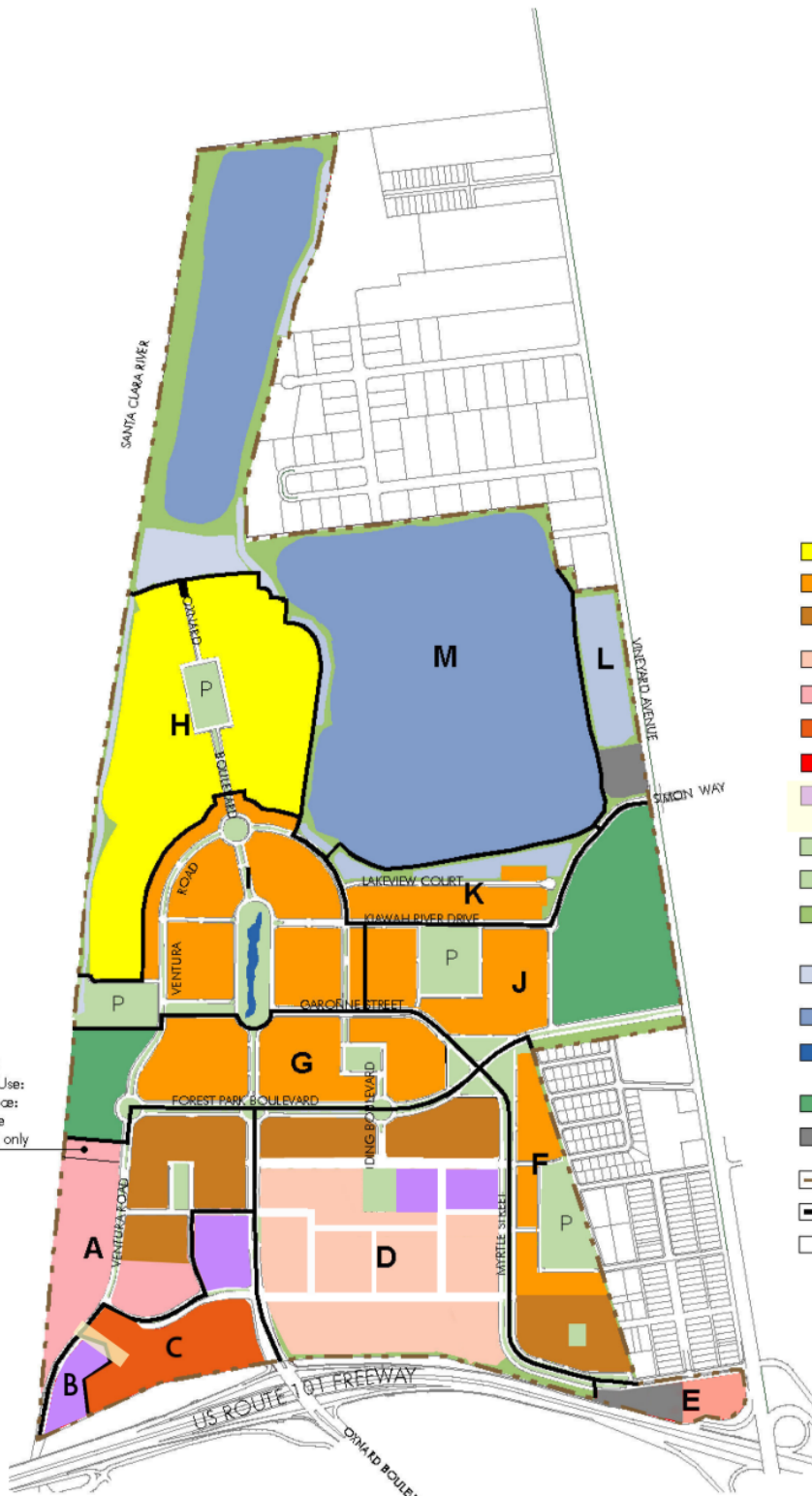


Table 2

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

1. RiverPark Development Agreement Amendment No. 6

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

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

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

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

2. Fore Property Development Agreement Amendment No. 2

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

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

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

3. Environmental Determination

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

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

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

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

General Plan & Housing Element Consistency

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

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

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

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

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

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

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

Zoning Code Consistency

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

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

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

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

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

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

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

Project Labor Agreements

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

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

important to note that a PLA does not always require the use of local labor, however it may be required as an element of a PLA.

The requirement for a PLA is not a land use decision and generally cannot be required by the City as part of a typical land use entitlement process. However, a Development Agreement is a negotiated agreement between the City and property owner; therefore, the requirement to have PLA *can* be included in a Development Agreement if both parties agree to the requirement. Since the Applicants are requesting changes to the existing Development Agreements that benefit the Applicants and the City, the City can require— as a condition of the City’s approval of the requested changes to the Development Agreements – that the Applicant enter into a PLA prior to any issuance of permits for residential development on the subject parcels. It is important to note that, under this scenario, the City would *not* be requiring the Applicants to enter into PLAs; the Applicants clearly would have the option of declining to enter into Development Agreement amendments that included the PLA requirement.

At this time, the City has not taken a policy stance on PLAs. For this reason, staff does not support a PLA requirement on these individual projects, but if the City Council was interested in PLAs, staff recommends that the City Council consider PLAs as part of a Citywide discussion.

In the event the City Council does not wish to proceed with the PLA requirement at a project specific level, staff has prepared and is recommending ordinances for approval of the FPDAA (PZ 20-670-03) and RPDAA (PZ 20-670-04), without the PLA requirement (Attachments F and G).

Should the Council desire to move forward with DAAs without the PLA requirement, staff has also prepared two versions of the RPSA ordinance:

1. The first version is the Option 1 Applicants’ Original Request, as originally supported by staff, that would allow for the development of up to 1,025 additional residential units under the RPSP, in exchange for a reduction of up to approximately 562,457 square feet of non-residential development potential in Districts B, C and D (Attachment 4).
2. The second version is the Option 2 Reduced Specific Plan Amendment Alternative, that incorporates the Commission's recommendation removing 412 units associated with District D and maintaining the allowed commercial uses. This version of the RPSA would allow for the development of up to 613 additional residential units under the RPSP, in exchange for a reduction of up to approximately 336,377 square feet of non-residential development potential in District B and C only (Attachment 5).

Should the City Council determine that they would like to pursue the PLA, City staff would ask for direction from the City Council as to what should be included within the PLA, and staff would come back at a future hearing with draft language to be included in the two DA amendments relating to the PLA.

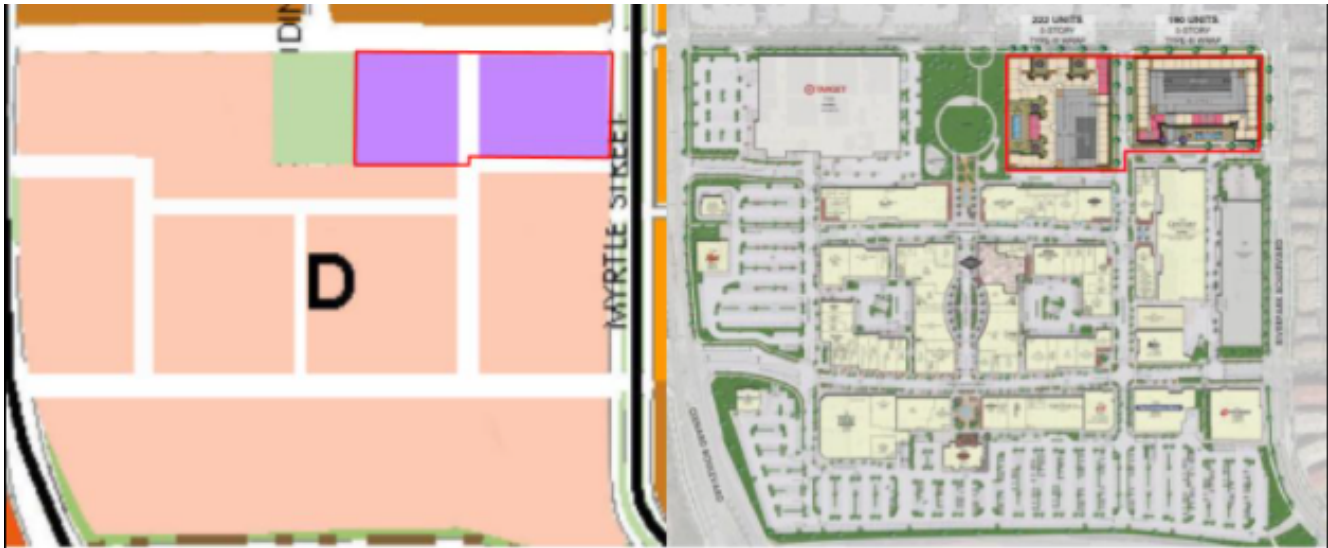
Conceptual Residential Development in District D

The Commission’s primary concerns with the inclusion of high density residential in District D generally revolve around 1) the loss of the existing parking at the Collection, noting the existing parking problems within the Collection and on the adjacent streets with residential development, 2) a belief that the added development would only exacerbate these problems, 3) the loss of this parking would adversely impact people's ability to attend events in the adjacent park, as well as, further impacting parking in the adjacent neighborhoods during the events; and 4) the loss of some of the commercial development (including retail) uses within the Collection.

The Commission was not presented with a conceptual plan or plans which showed what future development in District D may be designed. In response to the concerns mentioned by the Commission, the Applicant has prepared an Illustrative Concept Plan showing how the development of this area within District D could potentially occur (Attachment 8). While this is a concept plan and the Applicant would not be required to follow this plan in the future, it does help to provide a visual of how the site could be developed in compliance with the standards proposed. As provided in the concept, the site could be developed as wrap-around developments, with

the parking contained in the centrally located parking structure (similar to the Wagon Wheel development). In this concept plan the replacement parking could be contained in the lower levels of the parking structure with the resident parking in the upper stories. Under this concept, the existing parking could be replaced on site, still allowing for easy access to events held in the park. This helps show how the development would avoid adversely affecting the parking in the area by maintaining the required amount of parking in close proximity to the park and commercial uses in the area.

Potential Housing Site In District D



Also, following the Commission meeting, to provide clarity as to the possible location of the housing within District D, staff worked with the Applicant team to update the RPSP Land Use Map (Exhibit 2.B) to better reflect the existing conditions within District D (Attachment 8). This update does not alter the quantity of development or expand it beyond its current boundaries. The change will only update the Land Use Map to reflect the current development pattern within District D. As shown in the updated map, the new housing designation within District D clearly overlays the existing parking lots, which is consistent with the intended development location of the Applicant team, as shown in the concept plan.

As proposed, the new high density housing and parking to serve the new housing could not be developed in place of the existing commercial development within the Collection.

Role of the Planning Commission and City Council

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

STRATEGIC PRIORITIES

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

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and

natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

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

FINANCIAL IMPACT

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

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

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

COMMITTEE OUTCOME

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

Prepared by: Scott Kolwitz, Planning Manager, Joe Pearson II, Senior Planner

ATTACHMENTS

1. RiverPark Planning Commission Staff Materials dated 12_16_21 and 1_13_22 and Signed Resolutions
2. Fore Property Planning Commission Staff Report dated 12 16 21 and Signed Resolution
3. Addendum No. 15 and Approved FEIR No. 00-03 (with subsequent addendums)
4. RiverPark Specific Plan Amendment (Approval with District D with Updated Land Use Map) Ordinance
5. RiverPark Specific Plan Amendment (Approval without District D)
6. RiverPark Development Agreement (without PLA)
7. Fore Property Development Agreement (without PLA)
8. District D Illustrative Concept Plan and Updated Land Use Map
9. RiverPark CC Presentation

**PLANNING COMMISSION
MEMORANDUM**

TO: Planning Commission

FROM: Joe Pearson II, AICP, Senior Planner

DATE: January 13, 2022

SUBJECT: **Project Name: RiverPark Specific Plan Amendment & Development Agreement Amendment;** Planning and Zoning Permit No. 20-630-01 (Seventh Amendment to the RiverPark Specific Plan) and PZ No. 20-670-04 (Sixth Development Agreement Amendment) and certification of an Addendum to Final Environmental Impact Report No. 00-03; The Project is located in the RiverPark Specific Plan area generally located North of the Ventura Freeway (Highway 101), west of East Vineyard Avenue, east of the Santa Clara River, and south of Central Avenue.

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

- a. Adopt Resolution 2022-XX recommending City Council approval of Planning and Zoning Permit No. 20-630-01 (Amendment to The RiverPark Specific Plan) and to remove the Residential: Very High land use from District D of the RiverPark Specific Plan Amendment, subject to certain findings, and certification of an Addendum to FEIR No. 00-03; and
- b. Adopt Resolution 2022-XX recommending City Council approval of Planning and Zoning Permit No. 20-670-04 (Sixth Amendment to Development Agreement No. A-6128) for The RiverPark Specific Plan, subject to certain findings, and certification of an Addendum to FEIR No. 00-03.

Summary

On December 16, 2021, the Planning Commission (the “**Commission**”) considered PZ No. 20-630-01 (Seventh Amendment to the RiverPark Specific Plan) and PZ No. 20-670-04 (Sixth Development Agreement Amendment) and certification of an Addendum to Final Environmental

Impact Report No. 00-03¹ and made the following recommendation to modify staffs' recommended action:

MAIN MOTION:

Vice Chair Arruejo moved and Commissioner Connelly seconded a motion to adopt Resolution recommending City Council approval of Planning and Zoning Permit No. 20-630-01 (Amendment to the RiverPark Specific Plan), subject to certain findings, and certification of an Addendum to FEIR No. 00-03; and adopt a Resolution recommending City Council approval of Planning and Zoning Permit No. 20-670-04 (Sixth Amendment to Development Agreement No. A-6128) for the RiverPark Specific Plan, subject to certain findings, and certification of an Addendum to FEIR No. 00-03, subject to certain findings and conditions.

SECOND MOTION (AMENDMENT TO MAIN MOTION):

Vice Chair Arruejo moved and Commissioner Connelly seconded a motion to remove Development Agreement Amendment requests 2 (Set applicable impact fees at the rates effective September 24, 2018 for the term of the agreement, except as otherwise modified) and 7 (Set the Traffic Impact Fee at the rate in effect September 24, 2018 for the term of the agreement) from the Development Agreement.

SECOND MOTION (AMENDMENT TO MAIN MOTION) VOTE:

Chair Chavez and Vice Chair Arruejo voted in favor. Commissioners Connelly, Lopez, Meyer, Nash, and Sanchez voted against. The motion failed 2:5:0:0:0².

THIRD MOTION (SECOND AMENDMENT TO MAIN MOTION):

Commissioner Connelly moved and Vice Chair Arruejo seconded a motion to remove potential residential development within District D from the Specific Plan Amendment request and continue the project to a date certain of January 13, 2022.

¹ The project consists of the following requested actions:

- a. Text and map amendments to the RiverPark Specific Plan to introduce a new high density land use designation within Planning Districts B, C, and D (Residential: Very High (30-80 units/acre)); create a new development type (Apartments - Urban); revise planning area boundaries; update the Land Use Table; and update exhibits for consistency with proposed changes. This amendment would allow development of up to 1,025 additional residential units (District B = 333 units; District C = 280 units; and District D = 412 units), in exchange for a reduction of up to approximately 562,457 square feet of non-residential development.
- b. Development Agreement Amendment to allow for a time extension, impact fee modifications, and define future affordable housing requirements.

The Project is located in the RiverPark Specific Plan area generally located North of the Ventura Freeway (Highway 101), west of East Vineyard Avenue, east of the Santa Clara River, and south of Central Avenue.

² In Favor: Against: Absent: Abstain: Recused

THIRD MOTION (SECOND AMENDMENT TO MAIN MOTION) VOTE :

Chair Chavez, Vice Chair Arruejo, Commissioners Connelly, Lopez, and Schez voted in favor. Commissioners Meyer and Nash, voted against. The motion carried 5:2:0:0:0³.

MAIN MOTION VOTE:

The Commission did not vote on the main motion.

Staff has prepared the amended Resolution recommending approval of the Project to City Council without the Residential: Very High land use designation in District D and removing the additional 412 units associated with District D and maintaining the potential commercial allowed (Attachment A). The Applicant team has prepared a modified version of the RiverPark Specific Plan Text and Map Amendments as Recommended by the Planning Commission (Attachment A: Exhibit 1). Staff has updated the Resolution recommending approval of the Development Agreement Amendment to reflect an action on January 13, 2022, but no other changes have been made to the Development Agreement Amendment Resolution (Attachment C).

The Planning Commission's recommended action would still result in the new land use designation being applied in combination with the existing Commercial: Regional land use in District B and C, only. With the change, the Specific Plan Amendment would allow for the development of up to 613 additional residential units under the RPSP, in exchange for a reduction of up to approximately 336,377 square feet of non-residential development potential in accordance with specified development scenarios, as identified below in Table 1.

Table 1

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

Appeal Process

The requested actions for the SPA and DAA are recommendations to the City Council. As the Planning Commission does not take formal action, but recommends an action to the City

³ In Favor: Against: Absent: Abstain: Recused

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.

Attachments

- A. Resolution Recommending Approval for SPA No. 7 and Addendum
Exhibit 1: RiverPark Specific Plan Text and Map Amendments (Individual Pages) with
Modifications as Recommended by the Planning Commission
- B. Resolution Recommending Approval for Second DAA and Addendum
- C. December 16, 2021 Planning Commission Staff Report (including attachments)
- D. Staff Presentation

PLANNING COMMISSION STAFF REPORT

TO: Planning Commission

FROM: Joe Pearson II, AICP, Senior Planner

DATE: December 16, 2021

SUBJECT: **Project Name: RiverPark Specific Plan Amendment & Development Agreement Amendment;** Planning and Zoning Permit (PZ) No. 20-630-01 (Seventh Amendment to The RiverPark Specific Plan), PZ No. 20-670-04 (Sixth Development Agreement Amendment) and certification of an Addendum to Final Environmental Impact Report (FEIR) No. 00-03. Located in The RiverPark Specific Plan area generally located North of the Ventura Freeway (Highway 101), west of East Vineyard Avenue, east of the Santa Clara River, and south of Central Avenue (Attachment A)

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

- a. Adopt Resolution 2021-XX recommending City Council approval of Planning and Zoning Permit No. 20-630-01 (Amendment to The RiverPark Specific Plan), subject to certain findings, and certification of an Addendum to FEIR No. 00-03; and
- b. Adopt Resolution 2021-XX recommending City Council approval of Planning and Zoning Permit No. 20-670-04 (Sixth Amendment to Development Agreement No. A-6128) for The RiverPark Specific Plan, subject to certain findings, and certification of an Addendum to FEIR No. 00-03.

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

- a. A request for a Specific Plan Amendment (SPA) to make text and map amendments to the RiverPark Specific Plan (RPSP)¹ (Attachment B) to introduce a new high density land use designation within Planning Districts B, C, and D (Residential: Very High (30-80 units/acre) as identified below in the RPSP Figure 2.B; create a new development type (Apartments - Urban); revise planning area boundaries; update the Land Use Table; and update exhibits for consistency with proposed changes. The new land use designation will be applied in combination with the existing Commercial: Regional land use. This amendment would development of up to 1,025 additional residential units under the

¹ The RiverPark Specific Plan is available on the City’s website:
<https://www.oxnard.org/city-department/community-development/planning/specific-plans/>

RPSP, in exchange for a reduction of up to approximately 562,457 square feet of non-residential development potential in accordance with specified development scenarios, as identified below in Table 1.

RiverPark Specific Plan Figure 2.B

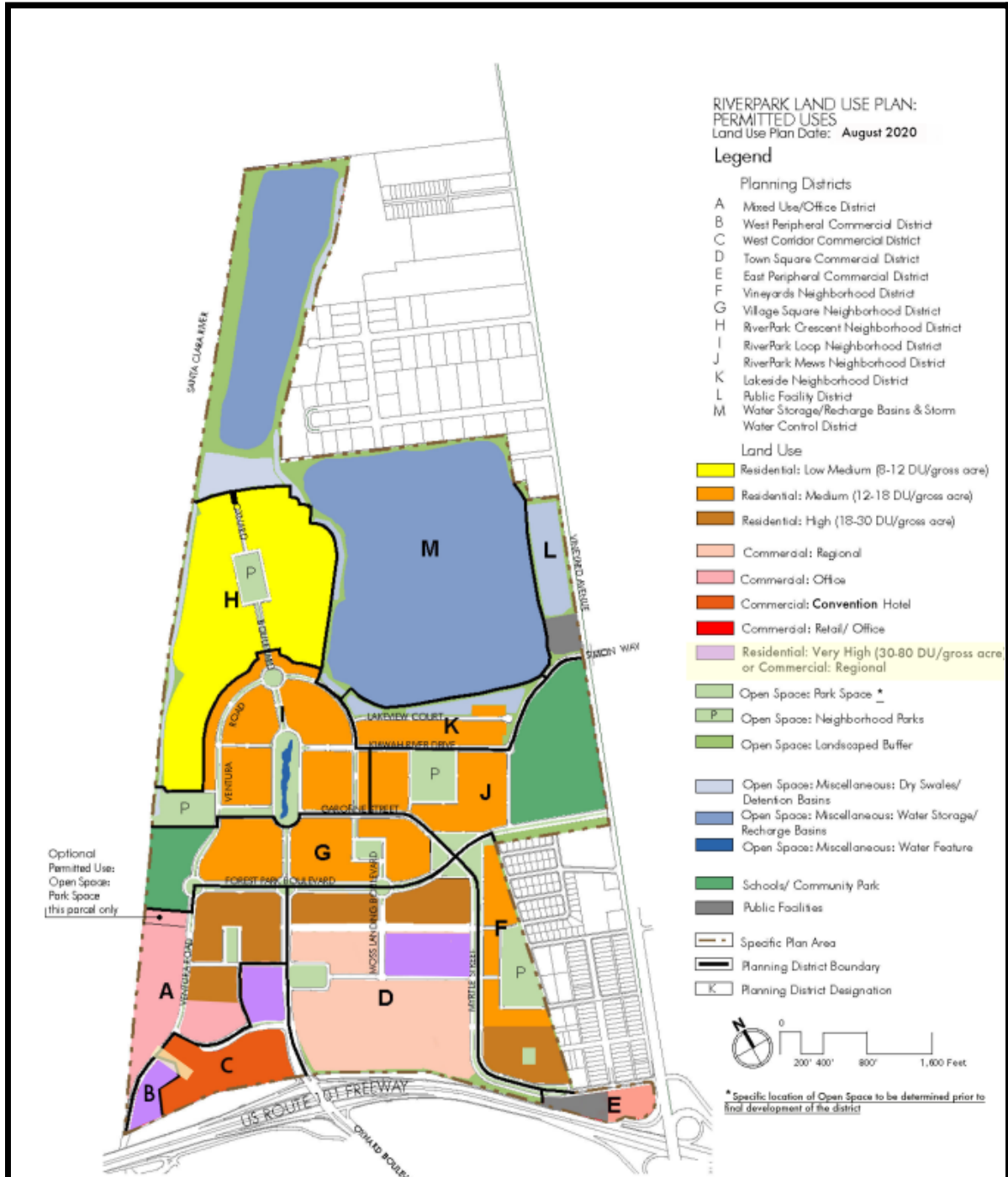


Table 1

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

- b. The proposed Development Agreement Amendment (DAA) to allow for a time extension, impact fee modifications, and define future affordable housing requirements (Attachment C). The RiverPark Development Agreement (DA) does not cover the properties or development within the proposed District B. Those properties are covered under a separate Development Agreement, which is processing a separate DA Amendment (PZ 20-670-03) concurrent with this request.
- c. In accordance with the California Environmental Quality Act (CEQA), Addendum No. 15 (Attachment D) to FEIR No. 00-03, and subsequent Addendums² (Attachment E), for The RiverPark Specific Plan has been prepared.

No physical development is proposed with this request. Any future development proposals would be required to comply with the 2030 General Plan, the RPSP, and applicable development standards. All future proposals would also be subject to compliance with the State California Environmental Quality Act (CEQA) Guidelines.

For purposes of this Staff Report, the foregoing project description shall be referred to as the “Project.” The project application was filed by Ann Walsh of Shea Properties, 2751 Park View Court, Suite 261, Oxnard, CA 93036 (collectively referred to as the “Applicant” or “Developer.”)

- 3. Existing & Surrounding Land Uses:** The 702-acre RPSP site is located in the western portion of Ventura County, in the northwestern edge of the City of Oxnard, and is bounded by the Ventura Freeway (Highway 101) to the South, Vineyard Avenue to the east, Central Road to the North, and the Santa Clara River to the west. (Attachment A). The RPSP area is currently under active development and operation.

² The RiverPark FEIR and Subsequent Addendums are available on the City’s website: <https://www.oxnard.org/environmental-document-archives/>

The following table provides City General Plan designations, City zoning which governs the area. Additionally, the table identifies a general summary of existing land uses.

Table 2

LOCATION	ZONING	2030 GENERAL PLAN	EXISTING LAND USE
Project Site	The RiverPark Specific Plan	Commercial Regional, Residential: Low-Medium, Medium, and Medium-High, Park, School, Public Semi-Public; Resource Protection; Easement	Mixed Use commercial and apartment project, affordable apartment development.
North	County Unincorporated	County Unincorporated	Light Industrial Development
East	C-2-PD, R-1-PD, R-3-PD, R-2-PD	Residential: Low, Low-Medium, and Medium, Commercial General	Mixed residential (Single Family, Duplexes, Apartments), Commercial
South	The Village Specific Plan and C-2-PD	Residential: Medium-High, High; Commercial General, Commercial Regional, and Park	Mixed Use commercial and apartment project, affordable apartment development.
West	County Unincorporated	County Unincorporated	Santa Clara River

- Background Information:** The RPSP was adopted by the City Council on September 10, 2002, together with the General Plan Amendment, Zone Change, Annexation, Development

Agreement, and EIR certification related to the RPSP approval. The original RPSP allowed for the phased development of 2,805 dwelling units and 2,485,000 square feet of commercial development (including approximately 221,000 square feet of existing office development that was approved under the Oxnard Town Center Specific Plan, prior to the adoption of the RPSP). The original RPSP was developed following the design principles of the New Urbanism and Smart Growth movements, which emphasized the importance of mixed land uses in close proximity, communities scaled for pedestrian walkability; limiting the need for automobile usage; higher density development, and the importance of physical design.

Six previous amendments to the RPSP have been approved.

1. The Council approved the first amendment request (PZ 02-630-05) on October 22, 2002, which amended the new RPSP to include regulations for temporary uses.
2. The Council approved the second amendment request (PZ 03-630-03) on July 27, 2004, allowing a minor change in the land use designation on a small parcel from Open Space to Commercial.
3. The Council approved the third amendment request (PZ 09-630-09) on April 14, 2009, allowing a freeway-oriented pylon sign subject to approval of a Design Development Review permit (DDR) by the Development Services Director.
4. The fourth amendment (PZ 10-630-02), was approved by the City Council on June 14, 2011, and allows three freeway oriented monument signs subject to approval of a DDR, and an electronic digital display panel for the pylon sign, subject to subsequent approval of a Special Use Permit.
5. The fifth amendment (PZ 09-630-03), was approved by the City Council on June 5, 2012. The fifth amendment increased the maximum number of dwelling units from 2,805 to 3,043 units, and reduced the maximum amount of commercial development from 2,485,000 to 2,098,000 square feet. The additional units were to be located in District D of the RPSP.
6. The sixth amendment (PZ 18-630-01), was approved by the City Council on February 19, 2019, to amend the text of the RPSP to allow two (2) monument signs in Planning Districts C, subject to subsequent approval of a DDR.

According to California Government Code Section 65453, a specific plan may be amended as often as deemed necessary by the legislative body.

On September 10, 2002, the City Council adopted Ordinance No. 2605, approving Planning and Zoning Permit No. 01-5-46 (Development Agreement No. A-6128) between the owners of the RiverPark Project and the City of Oxnard. The RiverPark Development Agreement (DA) has been amended on five previous occasions.

1. The first, adopted December 14, 2004, incorporated properties located within the RPSP that were acquired by RiverPark A and RiverPark B after the effective date of the DA, including clarifications of duties and ownership relating to RiverPark and the previous project for part of the site, the Oxnard Town Center development.

2. The second DA amendment, adopted July 16, 2007, related to the ability to locate a multiplex theater in District D of the RPSP area.
3. On October 5, 2010, the City Council adopted Ordinance No. 2830 approving the third DA amendment maintaining development fees at current levels for an extended period of time, based on market conditions at the time.
4. On July 5, 2012, the City Council adopted Ordinance No. 2856 approving the fourth DA amendment to reflect changes in numerical values for commercial square footage and residential units proposed in the fourth amendment to the RPSP, along with construction timing milestones and fee adjustments.
5. On December 10, 2013, the City Council adopted Ordinance No. 2877 approving the fifth DA maintaining traffic development fees at current levels for an extended period of time.

The RiverPark Development Agreement does not cover the properties or development within the proposed District B.

Of the 3,043 residential units permitted by the approved Specific Plan, 3,003 units have been approved and built, including 447 affordable housing units. The approved RPSP permits the development of 40 additional units in District A. At the time the RPSP was adopted, there was 421,000 square feet of existing commercial office space within Planning District A. When this existing office space is added to the amount of commercial space permitted by the RPSP as adopted, the total amount of commercial space developed within the RPSP Area is 1,447,342 square feet. Since approval of the RPSP, commercial development has occurred in Districts A, B, D and E. The approved RPSP permits the development of an additional 650,658 square feet of commercial uses in Districts A, B, C, D, F, G, I, J and K.

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

An environmental consultant, under the supervision of Planning Division staff, has prepared Addendum No. 15 to the approved FEIR No. 00-03, and subsequent addenda (Attachments D & E) to evaluate potential environmental impacts of the proposed Project. Addendum No. 15 to the FEIR No. 00-03 was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. Addendum No. 15 is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to FEIR No. 00-03 are necessary to address the Project changes and no circumstances exist calling for the preparation of an additional CEQA document pursuant to CEQA Guidelines § 15162 and 15163.

The proposed Project has been reviewed under an Addendum to FEIR No. 00-03, and subsequent addenda, for the RPSP. According to Section 15164 of the California Environmental Quality Act (CEQA), an Addendum to a previously certified EIR is required when only minor technical changes or additions are necessary to previously approved EIR, and none of the conditions requiring a subsequent EIR have occurred. The addendum evaluated each of the residential option development scenarios identified in Table 1 above. The evaluation determined that none of the scenarios would result in a substantial increase in severity of significant environmental impacts previously analyzed in the certified EIR and the scenarios would not result in any new significant impacts. The DAA updates the DA to reflect the changes proposed in the RPSP, along with fee adjustments. Addendum No. 15 does not require public circulation because it does not provide significant new information that changes the FEIR No. 00-03 in a way 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.

Addendum No. 15 used the City of Oxnard CEQA Thresholds and California recommended thresholds to determine if an environmental impact was large enough to be considered significant. No additional significant impacts were identified in Addendum No. 15 prepared for this Project, nor would the Project substantially increase the severity of previously anticipated significant impacts. Lastly, the original mitigations will remain applicable. These mitigations will be applicable to any future projects developed under the specific plan. Therefore, staff has determined that there is no substantial evidence that the Project would result in new or substantially more severe impacts than those identified in FEIR No. 00-03. Accordingly, none of the conditions that trigger the need to prepare a subsequent Environmental Impact Report pursuant to CEQA Guidelines § 15162 would occur. Pursuant to CEQA Guidelines §15164, the Commission shall consider Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project.

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 Applicant is requesting text and map amendments to the RPSP and a DAA. The following is a summary of the requested revisions. The original RPSP was adopted in 2002, since then much of the buildout has been completed. However, over 650,000 square feet of commercial/office space remains undeveloped. As market conditions have changed significantly since the original adoption of the RPSP, the Applicant has indicated that there is no longer sufficient demand to support the additional commercial space. As a result, the Applicant is requesting an amendment to allow for additional residential development within the specific plan area, to meet the growing housing demand.

SPA No. 7

The Applicant has requested various changes to the Land Use Plan and text of The RPSP to facilitate ongoing development. A summary of the requested revisions and the individual pages to be amended through this SPA are provided in Attachment B. Further analysis of each request within the SPA, DAA and other aspects of the project are detailed in Section 6(g) of this staff report.

Sixth DAA

The proposed DAA would be the sixth Amendment to DA A-6128 between the City of Oxnard and Riverpark Commercial Area Developers.

For the Second DAA, the Applicant is requesting modifications to ten sections of DA No. A-6128 and the Subsequent DAAs. At the City Council's public hearing on May 19, 2020, the Council directed staff to work with the Developer on revisions to the DA to reduce the financial impacts of increased and new development impact fees on the project. In response, the Developer is requesting a fee lock and waiver of new fee increases approved by the City Council on May 19, 2020. The Developer would receive fee credits for improvement costs associated with construction of bicycle and pedestrian facilities and art provided in the Collection. The following is a summary of DAA requests. A discussion on each item is provided in Section 6(h) of this staff report and the DAA text is provided in Attachment C.

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

- b. General Plan Consistency:** The City's 2030 General Plan land use designation for the subject site is Commercial Regional (CR) with corresponding land use designations to support development of the approved RPSP. The proposed SPA to the RPSP and foreseeable development is consistent with the 2030 General Plan and the property's land use designations. Since the original approval of the RPSP the City adopted the 2030 General Plan, including the 2021-2029 Housing Element in October 2021. The 2030 General Plan has four major themes, one of which is to develop or reinvest within the City Urban Reserve Boundary (CURB) with an "urban village" concept. The urban villages would incorporate private and public redevelopment, mixed land uses, affordable and workforce housing, and transit connectivity and are intended to be a key strategy for meeting GHG emission reduction targets and implementing the Southern California Association of Governments regional Sustainable Community Strategy (SB 375).

The 2030 General Plan defines Urban Villages as mixed use areas designed to encourage persons to live near their place of employment and/or support services. The integration of complementary land uses is intended to promote a pedestrian orientation to reduce trips and vehicle miles traveled and reduce greenhouse gas emissions.

RiverPark is located within the North Oxnard Transit Enhancement District (NOTED) Urban Village as defined in the 2030 General Plan. The NOTED area includes the area north of the Oxnard Boulevard/Vineyard Avenue intersection generally between Ventura Road and Vineyard Avenue including the Esplanade shopping center, The Village Specific Plan, and the Riverpark Specific Plan. The NOTED area is designated as a "Catalyst" project by the California Department of Housing and Community Development as an example of desirable mixing of land uses and activities combined with transit that will in total reduce the volume of local vehicular travel and, as a result, Greenhouse Gas (GHG) emissions.

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

The adopted RPSP is consistent with the CR land use designation and Urban Village policies as the commercial districts as defined in the RPSP currently allow a mix of commercial and residential uses. The proposed SPA would allow for a change to the residential and commercial uses in RiverPark by decreasing the amount of commercial development and increasing the amount of multifamily residential development permitted in the mixed-use commercial districts in RiverPark. Currently there are 650,658 square feet of remaining commercial uses to be built under the adopted RPSP. The proposed SPA provides an option to allow approximately 88,000 square feet of commercial uses to be constructed and an additional 1,025 residential units. As such, the proposed SPA would

increase the residential population in RiverPark, which would use and support the existing and planned retail commercial development in the Specific Plan Area.

The Residential High designation as defined in the General Plan allows residential development at a density of 30 or more units per acre. This designation allows mid to high-rise residential buildings, preferably as part of a mixed-use or urban village area with live/work, work/live, and mixed use development is strongly encouraged.

The addition of the Residential: Very High land use category to the RPSP would be consistent with the purpose and intent of both the Commercial Regional and Residential High land use designations and the 2030 General Plan Urban Village policies.

The proposed DAA renegotiates fees and development timing between Developer and the City, and does not conflict with General Plan land use, goals and policies. The project's consistency review with General Plan policies is included as Attachment F. The proposed project has been determined to be consistent with the General Plan and the property's land use designation.

- c. Conformance with Zoning Development Standards:** The proposed SPA would include adjustments to the amount of commercial and residential development in Planning Districts with the residential options chosen. The total amount of commercial development allowed would be reduced by up to 562,457 square feet to 1,536,000 square feet and the maximum number of dwelling units would be increased by 1,025 units to 4,068 units.

The SPA would introduce a new high density land use designation within Planning Districts B, C, and D (Residential: Very High (30-80 units/acre)) to identify where these new residential uses could be located. The SPA creates a new development type (Apartments - Urban) which sets design and operational standards for future residential development. Additionally, the proposed SPA limits the size of these additional residential units as follows: Studio Units – 108, One Bedroom Units – 504, Two Bedroom Units – 363, and Three Bedroom Units – 50. The SPA assumes 1.18 persons per bedroom, and the SPA requires a Parking Management Plan (PMP) for future Apartment - Urban developments. Required onsite parking is described below in Table 3.

Table 3

Required Onsite Parking			
Studio	One Bedroom	Two Bedroom	Three Bedroom
108 Units	504 Units	363 Units	50 Units
1 parking space	1 parking space	1.5 parking spaces	2 parking spaces

Required Onsite Parking			
		(averaged)	

The SPA would also revise planning area boundaries, update the Land Use Table to include a new Residential Very High or Regional Commercial Zone, and add a new development type. Finally, the SPA would update exhibits for consistency with proposed changes.

The potential future development is not part of this discretionary approval request. Future development within The RPSP will continue to be subject to review under a Design Development Review (DDR) Permit, and will be required to comply with The RPSP development standards and all mitigation measures identified in FEIR and subsequent addendums.

According to California Government Code Section 65453, a specific plan may be amended as often as deemed necessary by the legislative body. Unlike General Plan amendments, specific plans are not limited to a set number of four amendments during a calendar year.

To summarize a few key SPA components, the Specific Plan Land Use Plan (Figure 2.B) designates properties within District B, C, and D for the new Residential Very High or Commercial Regional land use. As identified in Table 1, the SPA introduces development options for additional residential development in the Districts B, C, and D. The SPA provides a process for implementation of these options. Commercial or residential development is allowed as options, but not both. The new land use will allow for the development of the new 7-R Apartment - Urban development type, which allows for a maximum density of up to 80 units per acre. The SPA will provide development standards for the new housing type, including building coverage, building height, open space requirements, parking requirements, setbacks, and access requirements.

The proposed DAA does not propose revisions to zoning development standards. The revision, as identified in Section 6a above, would not conflict with existing or amended development standards within the OCC or The RPSP RiverPark Specific Plan.

- d. Site Design:** The amendment to The RPSP will result in minor changes to the overall specific plan site design. The primary changes would be the allowance for residential in currently destination commercial areas. If the residential option is chosen for District D, the existing parking lot would be removed, however replacement parking would be required per the RPSP. The parking for both the residential and commercial would be evaluated with the future development application.

- e. Circulation and Parking:** The roadway network for the RiverPark area was built out under the RPSP. The proposed SPA will not alter the existing roadway system. Each of the properties identified for the additional residential currently allows commercial/office, and has access to the existing roadway system. A traffic study was prepared for the requested SPA and independently reviewed by the City's Traffic Engineer. As identified in Addendum No. 15, the traffic study concludes that build-out with the additional residential units, instead of the commercial development would generate 9,309 less Average Daily Trips (approximately 11.3 percent) and 762 less Peak PM Trips (approximately 9.8 percent) with only a slight increase of 222 Peak AM trips (approximately 4.7 percent) compared to the original RPSP. The existing roadway network was found to be sufficient to serve the additional residential units. Additional residential units will be required to pay Traffic Impact Fees.

The SPA will establish parking standards for the new 7-R Apartments - Urban. The proposed parking standards are consistent with the other high density apartment types in the RPSP. As noted above, in the event any existing parking areas were to be converted to additional commercial or residential, replacement parking would be required per the RPSP.

To allow for the effective management of off-street and on-street resident and visitor parking associated with the proposed higher density development, a Parking Management Plan (PMP). The PMP shall describe parking counts, onsite and curbside parking management and enforcement practices will be required for all Apartment-Urban projects. This requirement is similar to the requirement for a PMP in other districts within the RPSP. The purpose of these plans is to identify a series of specific strategies and parking controls to prevent residents and visitors of this development from creating parking issues that affect surrounding land uses and traffic safety. Some important potential components of these plans include limiting the number of cars allowed per unit within resident leases, assigning parking spaces to residents, and parking enforcement onsite. The PMP may include requirements that they be revised if the plan is shown to be ineffective. The PMP may allow shared parking arrangements with adjacent uses or districts. The PMP shall be approved by the City Traffic Engineer.

- f. Parks and Open Space:** The current City standard for total developed acres of parkland is 3.0 acres per 1,000 population, as established by the Quimby Act. Individual standards for Neighborhood and Community Parks are 1.5 acres per 1,000 population. The proposed SPA would allow the option to increase the maximum number of residential units allowed in the Specific Plan Area to 4,068 units while subsequently reducing commercial square footage allowed in the selected District. Using the City standard for total developed acres of parkland and assuming full residential buildout of the proposed SPA, approximately 16 acres of Neighborhood Park space and 16 acres of Community Park land would be required. The Specific Plan Area as currently developed

includes approximately 23 acres of Neighborhood Park space and 30 acres of Community Park space. This amount exceeds the required park space under the City planning standards. In addition, the proposed SPA would be consistent with the goals and policies of the Parks and Recreation Element Plans and Policies of the General Plan. The proposed SPA would not remove or reduce the existing park space.

g. RiverPark SPA No. 7: The Applicant has requested several revisions to the Land Use Plan and text of The RPSP. The pages to be amended through this SPA and a list of the changes by page is included in Attachment B. In summary, the amended sections of the RPSP include provisions for the following:

1. To allow for an increase in the maximum number of residential units allowed under the RPSP and potential reduction of commercial square footage as would occur under various development options, which have been identified in Table 4, below. In addition, add a new section outlining the application of development options for residential or commercial development in RPSP Districts B, C, and D would be added.

Table 4

Project Wide Maximum Allowed Development Under the Residential Development Options		
Residential Options Selected by District	Maximum Number of Residential Units	Maximum square feet of retail, hotel/convention, and office uses
B, C, D	4,068	1,535,543
B & C	3,656	1,761,623
C & D	3,735	1,718,273
B & D	3,788	1,689,190
B	3,376	1,915,270
C	3,323	1,944,353
D	3,455	1,871,920
No Residential	3,043	2,098,000

2. Adjustment in the distribution of commercial building square footage among the RPSP Districts, including the reduction of the maximum amount of commercial in Districts F, G, I, and J and a corresponding increase in the commercial square footage of RPSP District D.
3. Add a 7th residential product type (7-R) called Apartments-Urban. The SPA will provide development standards for the new housing type, including building coverage, building height, open space requirements, parking requirements,

setbacks, and access requirements.

4. Provide the maximum number of units per bedroom unit types for the additional residential development. This is to ensure the final unit mix and population numbers are consistent with the analysis provided in Addendum 15 to the RPSP FEIR.
5. Reconfigure the boundary of RPSP District B in Exhibits 2.B, 2.C, 2.D, 2.I, and 3.C to be consistent with the development that has taken place or been entitled in RPSP District B and C.

Staff has evaluated the request and has determined that the proposed amendments are necessary to allow for the future implementation of the RPSP. The changes as proposed provide flexibility for the future buildout of the RPSP area. The proposed Residential: Very High land use and Apartments - Urban are appropriate for the Regional Commercial areas, as they were intended for higher intensity uses. As noted above, RiverPark was developed with the New Urbanism and Smart Growth principles, which emphasized the importance of mixed land uses in close proximity, communities scaled for pedestrian walkability; limiting the need for automobile usage; higher density development, and the importance of physical design. The changes in land uses are proposed in the central and southwest portion of the RPSP Area and would not affect the overall structure of the community or its compatibility with surrounding land uses. The proposed SPA would add multifamily housing to the central and southwest portion of the RiverPark Community while maintaining a pedestrian oriented community by placing this additional housing near commercial and employment generating uses. As a result, the inclusion of higher density housing types within or in close proximity to the core commercial areas will further promote and implement these principles. Most importantly, it allows the RiverPark Developers to better respond to the changing demands of the City, while maintaining the vision of the RiverPark commercial areas.

Also, from the perspective of the existing and potential built environment, the development standards for the Apartments Urban will be compatible with the existing RPSP. The proposed SPA would introduce additional multifamily residential development in the central and southwest portions of the community up to 6 stories with a height up to 90 feet in 3 specific locations. The RPSP currently allows buildings with up to 2 stories or 75 feet in District B and 5 stories in Districts A, C and E. Allowing buildings with up to 6 stories in District B would be a change from currently permitted height, however this District is located in the southwest corner of the Specific Plan Area next to existing commercial and residential development. The locations in Districts C and D where this type of apartment building would be permitted are also locations surrounded by other multistory residential buildings and retail commercial development. The location and scale of the type of residential buildings that would be permitted would be consistent with the overall pattern of

development in these mixed-use commercial districts and the goals and objectives of the RPSP.

- h. DAA:** The Applicant has requested modifications to DA No. A-6128 and DAA 1-5, which are collectively referred to as the Sixth DAA. The Developer is requesting a time extension of their existing agreement, fee lock, continuation of existing waivers, and credit for existing park, public art, and bicycle and pedestrian facilities. The following is a discussion of the requested DAA modifications.

The Sixth DAA will have a net public benefit of providing more affordable housing, promoting the full buildout of the RPSP, and additional tax revenue. The amendments are consistent with the FEIR. The Addendum to the FEIR, and subsequent addenda (Attachment D & E) are discussed in Section 5 of the staff report.

1. Extension of Existing Development Agreement:

- *Original DA Provision:* The Riverpark Development Agreement was adopted by Ordinance 2605 on September 10, 2002 and became effective 30 days thereafter on October 10, 2002 and shall remain in effect for a term of twenty (20) years (October 10, 2022), unless the term is modified by mutual written consent of the City and the Developer.
- *Proposed DA Revision:* Agree to approve the request for extension for five years beyond October 10, 2022 to October 10, 2027. Agreement may be further extended by the City Manager upon mutual consent of the City and Developer, to the completion of the development, but not to exceed a period of ten (10) additional years.
- *Impact to the City:* Since portions of the commercial land located in Riverpark remain vacant since 2005, this request to extend the DA and complete the Project build-out would have a positive impact to the City. Whether the final products to be built will be commercial or high-density units, the City would achieve additional tax revenue. In addition, Project build-out will enhance and protect the entire Riverpark area.

2. Set applicable impact fees at the rates effective September 24, 2018 for the term of the agreement, except as otherwise modified:

- *Original DA Provision:* Limitation on increase of certain fees including Growth Requirement Capital Fees; Planned Drainage Facilities Fees; Planned Traffic Circulation Facilities Fees; Planned Wastewater Facilities Fees and Planned Water Facilities Fees (collectively “Existing Fees”) for five years at the rate in effect as of the Effective Date of the original DA.
- *Proposed DA Revision:* This amendment would lock the impact fee rates for Water System Connection Fees, Air Quality Fees, General Plan Maintenance

Fees, and Utility Undergrounding Fees at the City of Oxnard rates Effective September 24, 2018.

- *Impact to the City:* Since these fees are currently in effect there would be no immediate financial impact to the City. However, if new rates were adopted for the fees covered, the increased revenue would be waived.

3. Recognize Existing Waiver of Drainage Fees:

- *Original DA Provision:* In consideration for Developer's construction of the Master Planned Drainage Improvements, the City shall waive all City drainage fees relating to the Project. The City shall not impose any drainage-related fees on the Project or any portion thereof. This waiver of payment of current and future City drainage fees shall remain in effect for the term of this Agreement, including any extensions of the Agreement, or until initial buildout of the Project occurs, whichever term is longer.
- *Proposed DA Revision:* This amendment would recognize the Applicant's existing waiver for Storm Drain fees.
- *Impact to the City:* Since the City does not collect this fee from the Applicant, the financial impact to the City would be zero. Additionally, any development impact fees are a one-time fee intended to fund capital costs, not fund deficiencies or ongoing maintenance. Developer was required to construct extensive drainage improvements to convey storm water and improve storm water quality discharge into the Santa Clara River to fully mitigate the fully built-out Project. Future residential or commercial development would have similar amounts of impervious surfaces; therefore, they would be expected to generate a similar amount of stormwater.

4. Provide Waiver of Quimby and Park Related Fees: A request to waive current and future Quimby and Park Development fees. The Parks Development fee funds park development costs and is not the same as the City's Quimby fee, which is for park land acquisition.

- *Original DA Provision:* The City acknowledges that, as specified in the RPSP, approximately 258.7 acres of the Project will consist of public recreation and open space areas including, among other things, parks, linear park systems, trails, and other open space areas (collectively the "Public Recreation Areas"). The Public Recreation Areas are more fully described in Exhibit F, which is attached hereto and incorporated herein by this reference. The City acknowledges that the value of such Public Recreation Areas far exceeds the Quimby Fees that the City would otherwise be entitled to impose on the Project. Upon the completion of each phase of the Public Recreation Areas in "turnkey" condition ready for use by the public and acceptance of same by the City (which acceptance cannot be unreasonably withheld, provided each phase is built pursuant to the design and

budget described in Exhibit F), City shall grant a credit (“Quimby Fee Credit”) to Developer in an amount equal to the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of that specific phase of the Public Recreation Areas. This waiver of payment of current and future City Quimby Fees and park-related fees shall remain in effect for the term of this Agreement, including any extensions of the Agreement, or until the initial buildout of the Project occurs, whichever term is longer.

- *Proposed DA Revision:* This amendment would recognize that the value of such provided park areas far exceeds the Quimby and Park-Related Fees that the City would have otherwise be entitled to impose on the Project, and provided a waiver of payment of current and future City Quimby Fees and park-related fees for the term of this Agreement, including any extensions of the Agreement, or until the initial buildout of the Project occurs, whichever term is longer.
- *Impact to the City:* The parks have been constructed, the City has accepted an amount of park and recreational open space that far exceeds the amount required to properly serve the Project. As identified in the Addendum No. 15 to the FEIR, the current City of Oxnard standard for total developed acres of parkland is 3.0 acres per 1,000 population, as established by the Quimby Act. Individual standards for Neighborhood and Community Parks are 1.5 acres per 1,000 population. Using this standard, with the proposed SPA, approximately 16 acres of Neighborhood Park space and 16 acres of Community Park land would be required. The Specific Plan Area as developed includes approximately 23 acres of Neighborhood Park space and 30 acres of Community Park space.

5. Recognize Existing Waiver of Sewer Fees For Development Anticipated Under the Original RiverPark Specific Plan and provide credit toward residential proposed under SPA.

- *Original DA Provision:* Payment of RiverPark Sewer Fees: (a) Upon the recordation of the first final map for the Project, the Developer shall pay to the City the amount of Ten Million One Hundred Thousand Dollars (\$10,100,000) as payment in full for all the sewer fees for the Project (the “Riverpark Sewer Fee”). The City and Developer agree that the Developer’s payment of the Riverpark Sewer Fee represents the amount necessary to ensure that adequate sewer capacity and facilities are available to properly serve the Project. In consideration for the Developer’s payment of the RiverPark Sewer Fee at the recordation of the first final map for the Project, the City shall not impose any sewer fees on the Project or any portion thereof. This waiver of payment of current and future sewer fees shall remain in effect for the term of this Agreement, including any extensions of the Agreement, or until initial buildout of the Project occurs, whichever term is longer, provided that the buildout of the Project occurs at the same or lower density and intensity of use as is set forth in the Specific Plan.

- *Proposed DA Revision:* This amendment would recognize the Applicant's existing waiver for Sewer fees, and allow for an adjustment of Sewer Fees for the additional residential units based on the change from Commercial to Residential.
- *Impact to the City:* The financial impact to the City would be zero. The existing DA waives fees for development anticipated under the Original RPSP due to the initial payment. Additional impacts from new residential would be captured through the payment of fees in excess of existing credit. Additionally, any development impact fees are a one-time fee intended to fund capital costs, not fund deficiencies or ongoing maintenance. Developer was required to pay the RiverPark Sewer Fee and remove the then existing sewer lift station, and the City documented in the DA that payment of the Riverpark Sewer Fee represents the amount necessary to ensure that adequate sewer capacity and facilities are available to properly serve / mitigate the Project as originally adopted.

6. Recognize Existing Credit and Lock in Capital Growth Impact Fee rate:

A request to lock in the growth impact fees (aka "Growth Fees") to the rate in effect May 1, 2020. The Growth Fee funds facilities such as police and fire stations, city hall and community centers.

- *Original DA Provision:* The original DA required the Developer to contribute to the construction of a joint County/City Fire Station to be located in the project. As a result the Developer was granted a Fee Credit of approximately two million (\$2,000,000) dollars against the City Capital Growth Fee to be used toward any project at the discretion of the Developer. The Fee charged to the Developer was the capital growth impact fee in effect at the time that building permits are pulled. If any of these funds were remaining at the time of buildout, the City was to reimburse the Developer for any remaining credits.
- *Proposed DA Provision:* This amendment would recognize the remaining balance of the Growth Requirement Capital fee credit to the Developer. In addition, the Developer requests to be locked into the 2018 Growth Development
- *Impact to the City:* Under the City's fee increase approved on May 19, 2020, this would increase the fee to \$3,955 per dwelling unit for residential and \$2,064 per 1,000 square feet of commercial. The RiverPark area includes Community Facilities District No. 5 (CFD 5) which was established in 2005 to pay for the cost and expense of providing public services to the RiverPark development. Through CFD 5, RiverPark provides funding to Police protection services, ambulance, and paramedic service, among other things. RiverPark CFD 5 is a non-bonded district for maintenance and does not expire so all future development will continue to contribute to this assessment annually. Also the Developer will continue to contribute into the Growth Fee funds using the 2018 Fee Schedule. Based on an estimated 732 dwelling units or 526,658 of commercial development in RPSP but not in District B (District B is subject to another DAA through PZ No. 20-670-03), the total cost of this amendment (difference between the prior fee and

the new fee) is approximately \$2.07 million or \$771,000 in waived revenue, for the residential or commercial, respectively.

7. Set the City's Traffic Impact Fee rate:

A request to lock in the September 24, 2018 traffic impact fee (aka "Traffic Circulation Fee"). The City's traffic circulation fee provides funding for roadway improvements to maintain acceptable level of service for new development. This amendment would apply to the City's Traffic Circulation Fee and would not affect the County of Ventura Traffic Mitigation Fee.

- *Original DA Provision:* Limitation on increase of certain fees for five years after the date on which the first building permit for a non-model dwelling unit is issued by the City at the rate in effect as of the Effective Date. Additionally, upon completion of the Master Planned Traffic Circulations Facilities and acceptance of such facilities by the City, Developer received a City Traffic Fee Credit.
- *Proposed DA Provision:* This amendment to Section would lock the existing traffic circulation fee to the fees in effect on September 24, 2018
- *Impact to the City:* Under the City's fee increase approved on May 19, 2020, this would increase the fee to \$7,574 per apartment dwelling unit and \$7,899 per 1,000 square feet of commercial. Based on an estimated 732 dwelling units or 526,658 of commercial development in RPSP but not in District B (District B is subject to another DAA through PZ No. 20-670-03), the total cost of this amendment (difference between the prior fee and the new fee) is approximately:
 - Full residential build-out \$647,000 in waived revenue.
 - Full commercial build-out \$705,000 increase in revenue.

8. Credit toward the new Mobility Fee:

A request to provide credit toward the Mobility fee for the reasonable cost of design, engineering, land, and construction cost of the public bicycle and pedestrian facilities constructed as part of the RPSP buildout that haven't been used to offset other required fees. The Mobility fee was recommended in the City's 2011 Bicycle & Pedestrian Facilities Master Plan and is intended to support the City effort to improve the bicycle and pedestrian network.

- *Original DA Provision:* The Mobility fee is a new fee and therefore was not discussed in the DA.
- *Proposed DA Provision:* The DAA would allow the Developer to pay an alternative Mobility Fee based on the project density. Based on the average density of the added residential units of 1.71 persons per residential unit the adjusted Mobility Fee for the Multi Family residential would be \$1,347.05. The amendment would provide a credit toward the new Mobility fee for the remaining 732 units or 526,658 square feet of commercial development. The credit is based on the fact that RiverPark has developed approximately 2.5 miles of Class 1 bike lanes and 4 miles of Class II bike lanes. City staff or a mutually agreed upon third

party consultant shall be used to verify any costs used to obtain any fee credits. The value of these improvements would be distributed among the remaining developments.

- *Impact to the City:* Under the City's fee increase approved on May 19, 2020, this new fee would have cost the Developer \$2,245 per dwelling or \$1,146 per 1,000 square feet of commercial. Based on an estimated 732 remaining dwelling units or the remaining 526,658 of commercial development in RPSP but not in District B (District B is subject to another DAA through PZ No. 20-670-03), the total cost of this amendment is approximately \$1,643,000 or \$603,000 in waived revenue, for the residential or commercial development, respectively.

9. Public Art Fee Credit:

- *Original DA Provision:* Public Art was not addressed in the DA
- *Proposed DA Provision:* Acknowledges and agrees that the Riverpark Commercial Area Developers have contributed more than two million dollars (\$2,000,000) in public art installations in the areas subject to this Sixth Amendment to Development Agreement in full satisfaction of the City's public art requirements, and no additional public art is required for these portions of the Site. Of the public art that Developers have installed previously, Developers shall maintain public art installations on the Site valued at a minimum of two hundred eighty-seven thousand dollars (\$287,000) in perpetuity.
- *Impact to the City:* This request has no impact on the City. All public art will be provided onsite. Art installations are at the cost of the Developer and maintained by the Collection as part of maintenance of designated streets, sidewalks, open space areas, and buildings in the Collection, and all associated costs far exceed the public art program requirements.

10. Affordable Housing Requirements:

- *Original DA Provision:* Per Section 11 of the Development Agreement, master plan builders have constructed affordable housing units and paid affordable housing fees. RiverPark has constructed 3,003 residential units of which there are 254 designated for-sale affordable units and 193 designated rental affordable units. In addition, the master plan builders have paid approximately \$1.707 million affordable housing fees to the City for 403 residential units constructed in Planning Area H in accordance with the Development Agreement Section 11. A Summary is provided identifying RiverPark affordable housing units. Per Section 12, The City shall not impose any additional affordable housing requirements or fees on any portion of the project during the term of the Agreement. In accordance with the City of Oxnard Affordable Housing Ordinance no additional affordable housing fees would be assessed.
- *Proposed DA Provision:* All new residential projects developed in the Riverpark Commercial Area (Lots 6 & 15 of Tract 5352-1, in District C & D, respectively)

after the date of this Sixth Amendment containing ten or more dwelling units to be offered for rent shall include a number of dwelling units equal to not less than 15% of the total number of dwelling units in the project offered for rent at the following levels: 5% shall be rented at an affordable rent to persons and families of very-low income, 5% shall be rented at an affordable rent to persons and families of lower income, and 5% shall be rented at an affordable rent to persons and families of moderate income, as defined in California Health and Safety Code Sections 50105, 50079.5, 50093, respectively. Upon construction of the for-rent Affordable Housing Units for Very Low, Low, and Moderate Income Households each such unit shall be rented at rents that are Affordable to Very Low, Low, or Moderate Income Households for a period of fifty-five (55) years.

- *Impact to the City:* The amendment would result in the construction of an additional 104 affordable housing units in District C and D.

7. Development Advisory Committee: The Development Advisory Committee (DAC) reviewed the proposed SPA on June 3, 2021, and December 16, 2020. The comments from the DAC have been incorporated into the SPA and Addendum, including the studies, to the FEIR.

8. Community Workshop: A Community Workshop on the SPA was held on August 17, 2020. Public notice signs were posted in the three locations corresponding with the proposed land use changes. Notifications were mailed to the RiverPark Neighborhood. Approximately 2,000 notices were mailed. The meeting was held online due to the COVID-19 meeting restrictions. Sixteen members of the community attended this meeting, and three people spoke on the items. The video from the online workshop was also posted on the City's website for members of the public to view separately. The primary concern identified at the Community Workshop walkability and the connectivity of potential housing in District B to other resources. While District B, is on the periphery, there will be a variety of commercial uses within close proximity. New Urbanist principles generally define walking distances as $\frac{1}{4}$ to $\frac{1}{2}$ mile, which is a five to ten minute walk. In addition to the commercial development proposed at the Landing, many of the stores within the Collection are also within $\frac{1}{2}$ mile. Other than those concerns, the comments were generally supportive of the Project introduction of housing, and a recognition of the need for more housing.

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 RiverPark and within 300 feet of RiverPark. To date, Planning Staff has received one written comment but no other inquiries from the public regarding the proposed Project. The written comment is provided as Attachment G.

9. Appeal Procedure: The requested actions for the SPA and DAA 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

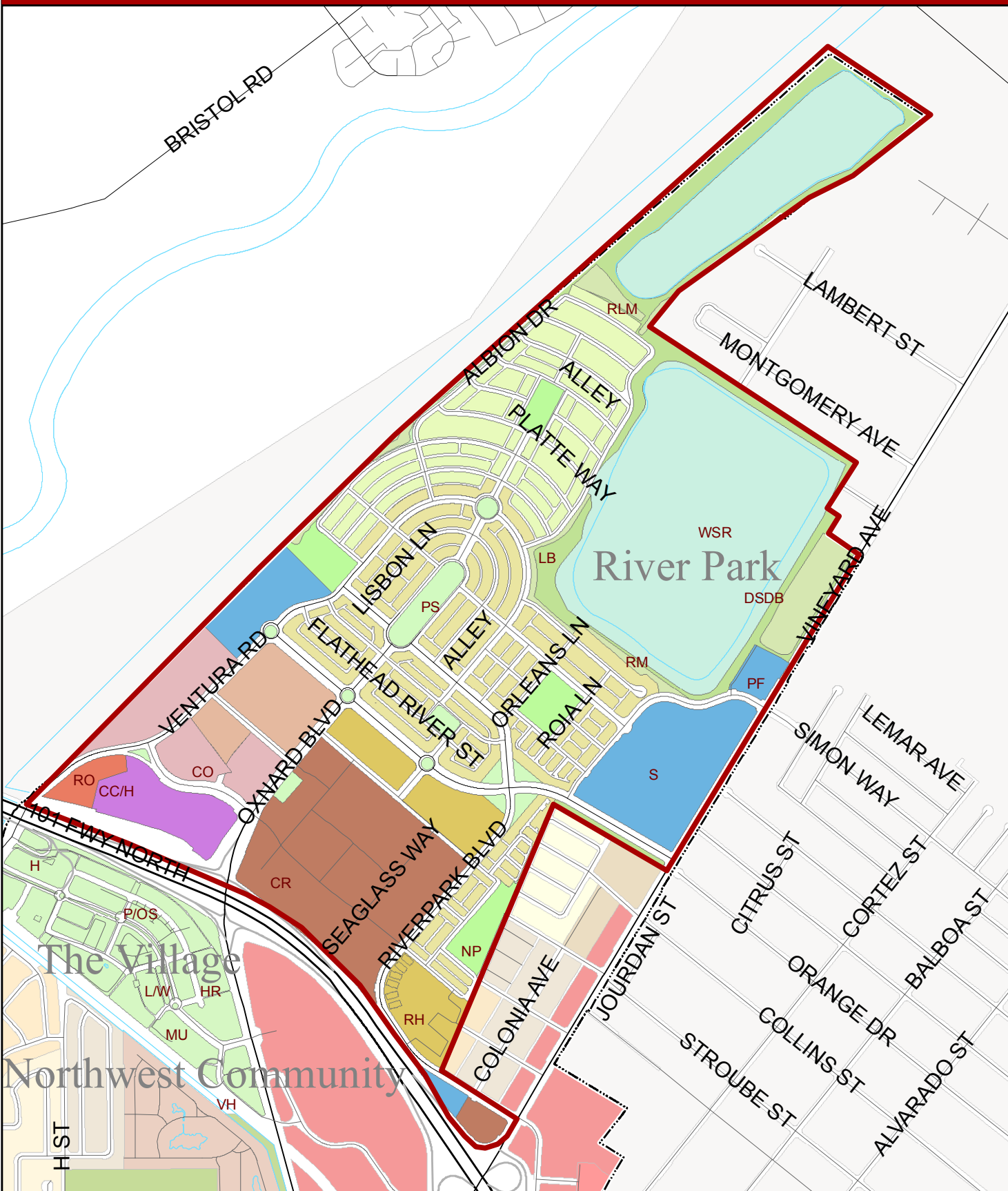
Project shall not become effective unless and until the City Council approves the Development Agreement.

Attachments:

- A. Maps (Vicinity, General Plan, and Zoning Maps)
- B. RiverPark Specific Plan Text and Map Amendment (Summary and Individual Pages)
- C. Sixth Development Agreement Amendment
- D. Addendum No. 15 to the FEIR No. 00-03
- E. FEIR No. 00-03 and Subsequent Addendums
- F. General Plan Consistency Chart
- G. Written Comments Received
- H. Resolution Recommending Approval for SPA No. 7 and Addendum
- I. Resolution Recommending Approval for Second DAA
- J. Staff Presentation

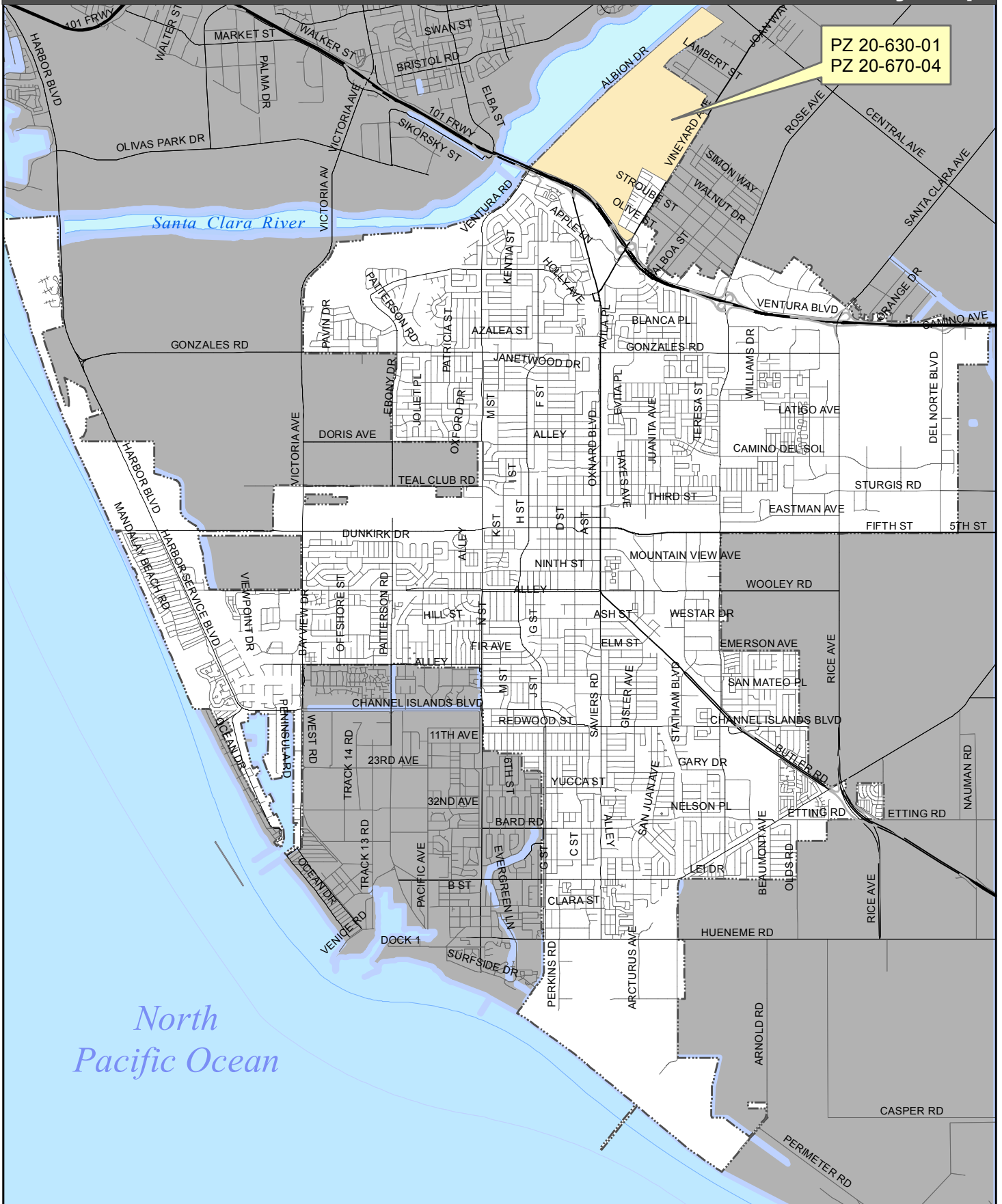
A. Maps (Vicinity, General Plan, and Zoning Maps)





Vicinity Map

PZ 20-630-01
PZ 20-670-04



ATTACHMENT F - City of Oxnard 2030 General Plan Consistency Analysis

RiverPark Specific Plan Amendment and DA Amendment

December 16, 2021 Planning Commission

Level I: Direct Applicability to a Proposed Policy, Project or Program

Level II: Related or Indirect Applicability to the Proposed Policy, Project, or Program

Level III: No or Distance Applicability to the Proposed Policy, Project, or Program.

All policies not listed are designated as Level III are deemed consistent with the 2030 General Plan.

General Plan Chapter Abbreviations Chapter:

SC: Sustainable Community	2
CD: Community Development	3
ICS: Infrastructure and Community Services	4
ER: Environmental Resources	5
SH: Safety and Hazards	6
MC: Military Compatibility	7
HE: 2021-2029 Housing Element	8

2030 General Plan		Level I	Level II	Rationale
Policy CD-1.2	<i>Infill Development, Priority to Mixed Use:</i> Promote the efficient use of larger vacant parcels and vacant areas of the City by encouraging infill development, with a priority to mixed uses that reduce vehicle trips and GHG emissions and promote sustainable development goals and objectives			The SPA and DAA facilitate future mixed use and residential development within a specific plan on infill property, as opposed to locating such development on farmland. The placement of housing within the Urban Village area helps to reduce trips by placing people in close proximity to commercial needs.

Policy CD-1.4	<i>Transportation Choices</i> 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).	X		The proposed housing locations are adjacent to pedestrian and bicycle facilities, which will allow future residential development to take advantage of these facilities.
Policy CD-1.5	<i>Housing Variety</i> Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single family units.	X		The project promotes development of the RiverPark Specific Plan, and would allow for the development of an additional 1,025 residential units.
Policy CD-1.6	<i>Public Facilities</i> 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.		X	As identified in the Addendum and staff report there are sufficient park and recreational areas to support the additional population.
Policy CD-1.7	<i>Compact Development</i> 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.	X		Project promotes high density development in the Urban Village setting.
Policy CD-1.9 and 1.10	<i>Commute Reduction and Jobs-Housing Balance:</i> Minimize the commuting distances between residential concentrations and employment centers by encouraging the development of mixed land uses in appropriate areas. And Consider the effects of land use proposals and decisions on efforts to maintain an appropriate jobs-housing balance ratio.	X		The Project facilitates future development of mixed use and residential development within the RiverPark Specific Plan, which is in close proximity to the multiple office park areas and other commercial businesses within RiverPark and along Oxnard Boulevard.

Policy 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.	X		The Project maintains compatibility by placing the high density within the commercial core areas.
Policy CD-3.3	Innovative Redevelopment Promote innovative design flexibility and possibly different residential densities in public and public/private redevelopment within existing neighborhoods through the use of alternative performance-oriented development standards, alternative development designs, development agreements, specific plans, mixed uses, and other development and planning techniques.	X		The Project will incorporate an alternate development type within the RiverPark Specific Plan. This will allow for higher densities within the specific plan and the DAA will promote the continued development.
Policy 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.	X		The project promotes development of the RiverPark Specific Plan, which involves mixed use and residential buildings, parking structures and public parks, which would generally be compatible with existing commercial buildings in the RiverPark Area.

Policy CD-7.1	<i>Establishment of Urban Villages</i> 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			RiverPark is within the North Oxnard Transit Enhancement District (Noted) urban village. The SPA and DAA will require a minimum of 15 percent affordable housing for any additional units and will support the construction of compact development within the Urban Village area. The new development will be able to take advantage of the existing Transit, pedestrian, and bicycle circulation network.
Policy CD - 7.11	<i>Urban Village Open Space Areas/Parks</i> Park sizes and locations shall follow City standards and be within walking distance of a majority of the population.	X		As identified in the Addendum to the FEIR, the amount of Park will remain in excess of City standards.
Policy CD-9.6	<i>High Rise Development:</i> Ensure that high-rise buildings are sited and developed so as to mitigate and minimize impacts on adjacent neighborhoods.	X		Project has been reviewed in an FEIR and Addendum for aesthetic and compatibility impacts on adjacent residential

				neighborhoods. The FEIR determined the proposed height is generally consistent with the existing development and the development allowed under the existing Specific Plan. The new high rise development will be located in higher intensity Regional Commercial areas and therefore will be compatible with the built environment.
Policy CD-8.1	<i>Limiting Development</i> Continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.	X		The Project area is served by existing utilities, which were consistent with the impacts planned for with the original project buildout.
Policy CD-8.2	<i>Services</i> 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.	X		
Policy CD-8.5	<i>Impact Mitigation</i> Ensure that new development avoids or mitigates impacts on air quality, traffic congestion, noise, and environmental resources to the maximum extent feasible.	X		All mitigation measures from the FEIR will continue to be applicable to all projects developed under the Specific Plan.
Policy CD-10.1	<i>Human-Scale Development</i> 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.	X		The Project emphasizes the pedestrian environment by

				promoting new urbanist principles by creating more livable communities by placing housing, jobs, and shopping in close proximity reducing the need for Vehicles.
Policy CD-14.2	<i>Development Advisory Committee (DAC) Function</i> Continue to require that a staff Development Advisory Committee review new development projects for consistency with the City's development policies and appropriateness for the proposed sites.	X		Project was reviewed by the Development Advisory Committee on two occasions and the current plan reflects the input provided by DAC.
Policy ICS-1.2	<i>Development Impacts to Existing Infrastructure</i> Review development proposals for their impacts on infrastructure (i.e., 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.	X		Community Facilities District (CFD) has been created for the RiverPark area as a financing mechanism to fund construction, maintenance and operation of public areas within the RiverPark area. Future development on the site will also pay a range of required impact fees to the City, County, and school districts. The original DA addressed dedication of land for parks funding towards a
Policy ICS-1.3	<i>Funding for Public Facilities</i> Continue to utilize developer fees, public facilities fees, and other methods (i.e., grant funding or assessment districts) to finance public facility design, construction, operation, and maintenance.		X	

				fire station and other public facilities.
Policy ICS-1.4	<i>Infrastructure Conditions of Approval New development should not be approved unless:</i> • The applicant demonstrates adequate public services and facilities are available; • Infrastructure improvements incorporate a range of feasible measures that can be implemented to reduce all public safety and/or environmental impacts associated with the construction, operation, or maintenance of any required improvement; • Infrastructure improvements are consistent with City infrastructure master plans; and • Required infrastructure needed for future new development is self-funded.			The DA as amended ensures that the infrastructure needed for future development is self-funded.
Policy ER-6.6	<i>New Development Private Open Space</i> 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.	X		Project provides standards for the new Apartments Urban housing type which are appropriate for a high density apartment type. These include requirements for both private or public open space.
Policy SH-5.3	<i>Sound Attenuation Measures</i> Promote, where feasible, alternative sound attenuation measures such as berms, heavy landscaping, resurfacing of noise walls to promote noise absorption as well as deflection, berms and landscaping, or location of buildings away from the roadway or other noise sources.	X		Development of residential uses within areas with high noise levels would be required to complete a site specific noise study, pursuant to City regulations.
Policy SH-6.13	<i>Noise Acceptable for Open Windows and Patios</i> Continue to require noise analysis of proposed development projects as part of the environmental review process and 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.	X		

Policy H-2.1	<i>Adequate Development Opportunities</i> Designate sufficient sites for residential development with densities of 30 dwelling units per acre (du/acre) or greater to accommodate projects that cumulatively meet or exceed the lower income category of the RHNA allocation.	X		Project will allow for a variety of housing types with densities of between 30 to 80 dwelling units per acre.
Policy H-2.2	<i>Balanced Opportunities</i> Provide opportunities to the private and public sectors to produce housing that meets the needs of special needs, extremely low-, very low-, low-, moderate-, and above moderate-income housing to achieve a balanced community.	X		In addition to the required affordable housing that will be used to meet the City's RHNA requirements, this housing type will meet the growing need for affordable by design workforce housing.
Policy H-2.3	<i>Adequate Infrastructure</i> Ensure that residential development sites have appropriate and adequate public and private services and facilities, including wastewater collection and treatment, potable and recycled water supply, utilities, parks, schools, and other neighborhood infrastructure.	X		Project will be connected to and served by existing utilities with minimal impacts on City infrastructure.
Policy H-3.4	<i>Inclusionary Housing Program</i> Continue the Inclusionary Housing Program that requires new housing developments to reserve a portion of units for lower-income households or make a payment into the City's in-lieu fee program.	X		Per the SPA and DAA the project will be required to have a 15 percent inclusionary requirement.

RESOLUTION NO. 2022-03

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. 20-630-01 (SPECIFIC PLAN AMENDMENT NO. 7 TO THE RIVERPARK SPECIFIC PLAN) TO AMEND THE LAND USE PLAN AND TEXT WITHIN THE RIVERPARK SPECIFIC PLAN TO ALLOW RESIDENTIAL DEVELOPMENT IN DISTRICTS B AND C IN EXCHANGE FOR A REDUCTION OF COMMERCIAL SQUARE FOOTAGE, AND RECOMMENDING THAT THE CITY COUNCIL CERTIFY ADDENDUM NO. 15 TO FINAL ENVIRONMENTAL IMPACT REPORT NO. 00-03 FOR THE RIVERPARK SPECIFIC PLAN, GENERALLY LOCATED NORTH OF THE VENTURA FREEWAY (HIGHWAY 101), WEST OF EAST VINEYARD AVENUE, EAST OF THE SANTA CLARA RIVER, AND SOUTH OF CENTRAL AVENUE. FILED BY ANN WALSH OF SHEA PROPERTIES, 2751 PARK VIEW COURT, SUITE 261, OXNARD, CA 93036.

WHEREAS, on September 10, 2002 the City Council approved the entitlements for The RiverPark Specific Plan to guide future development on the 702-acre project site; and

WHEREAS, the City Council approved the first amendment request (PZ 02-630-05) on October 22, 2002, which amended the Specific Plan to include regulations for temporary uses; and

WHEREAS, the City Council approved the second amendment request (PZ 03-630-03) on July 27, 2004, allowing a minor change in the land use designation on a small parcel from Open Space to Commercial; and

WHEREAS, the City Council approved the third amendment request (PZ 09-630-09) on April 14, 2009, allowing a freeway-oriented pylon sign subject to approval of a Design Development Review permit (DDR) by the Development Services Director; and

WHEREAS, the City Council approved the fourth amendment (PZ 10-630-02) on June 14, 2011, and allows three freeway oriented monument signs subject to approval of a DDR, and an electronic digital display panel for the pylon sign, subject to subsequent approval of a Special Use Permit; and

WHEREAS, the City Council approved the fifth amendment (PZ 09-630-03) on June 5, 2012, which increased the maximum number of dwelling units from 2,805 to 3,043 units, and reduced the maximum amount of commercial development from 2,485,000 to 2,098,000 square feet; and

WHEREAS, the City Council approved the sixth amendment (PZ 18-630-01) on February 19, 2019, to amend the text of the RiverPark Specific Plan to allow two (2) monument signs in Planning Districts B and C in the specific plan area, subject to subsequent approval of a Development Design Review Permit; and

WHEREAS, the Planning Commission of the City of Oxnard has considered the proposed map and

text amendment to Pages i, 1.1, 1.6, 2.1, 2.9, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, 2.20, 2.21, 2.22, 2.23, 2.26, 2.27, 2.28, 2.29, 2.30, 2.31, 3.1, 3.4, 4.2, 4.5, 4.32, 6.5, 6.6, 7.5, 7.6, 7.18, 7.19, 8.3, and 8.4; and Exhibits 2.B, 2.C, 2.D, 2.I, 2.J, 3.A, 3.B, and 3.C of The RiverPark Specific Plan to introduce a new high density land use designation within Planning Districts B, C, and D (Residential: Very High (30-80 units/acre)); create a new development type (Apartments - Urban); revise planning area boundaries; update the Land Use Table; and update exhibits for consistency with proposed changes. The new land use designation will be applied in combination with the existing Commercial: Regional land use. This will allow for the option to develop up to 1,025 additional residential units under the RiverPark Specific Plan, in exchange for a reduction of up to approximately 562,457 square feet of non-residential development potential in accordance with specified development scenarios, as identified in the RiverPark Specific Plan within the project area (herein referred to as the “**Project**”); and

WHEREAS, on December 16, 2021, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for Specific Plan Amendment No. 7 (PZ 20-630-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, on December 16, 2021, the Planning Commission reviewed all of the information provided in the staff report and considered the testimony given at the public hearing, including all written communications to the Planning Commission, as well as other pertinent information and deliberated the merits of the Project. The Planning Commission voted to amend staff’s recommended action to remove the Residential: Very High land use from District D of the RiverPark Specific Plan and not allow additional housing in District D, subject to the preparation of a written amended resolution to be considered at the Planning Commission meeting on January 13, 2022; and

WHEREAS, the Planning Commission finds, after due study, deliberation and a duly noticed public hearing on January 13, 2022, and received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, and that the project, as amended, meets the criteria set out in Chapter 16-575 of the Oxnard City Code; and

WHEREAS, in July 2002 the City Council certified Final Environmental Impact Report (FEIR) No. 2000-03 (State Clearinghouse No. 2000051046) and adopted a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The RiverPark Specific Plan and the anticipated build out of the 702-acre specific plan site. The FEIR No. 00-03 found four areas of significant impacts (Earth Resources-Mineral Resources, Water Quality, Agricultural Resources, and Cultural Resources-Historical Resources); and

WHEREAS, an EIR Addendum was prepared to summarize the site specific technical clarifications with respect to the following impact analysis areas associated with the proposed SPA and Development Agreement Amendment (DAA) Land Use, Aesthetic, Earth Resources, Biological Resources, Water Resources, Transportation and Circulation, Agricultural Resources, Air Quality, Noise, Public Schools, Fire Protection, Police Protection, Parks and Recreation, Solid Waste Management, Library Services, Stormwater Drainage, Water Supply and Distribution, Wastewater Service, Entergy, Cultural Resources, Hazards, Wildfire, and Tribal Cultural Resources. The EIR Addendum concluded that no additional significant impacts were identified in Addendum No. 15 prepared for this Project, nor would the Project substantially increase the severity of previously anticipated significant impacts. No additional mitigation measures are required; and

WHEREAS, pursuant to CEQA Guidelines §15164, the Commission considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project.

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, the Planning Commission has determined that minor changes are proposed to the project for which an FEIR were previously certified; and that an Addendum is the appropriate environmental document to evaluate the minor changes in the Project, and has prepared an Addendum thereto because the proposed changes to the original Specific Plan and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts. The Planning Commission has determined that there is no substantial evidence that the Project would result in new or substantially more severe impacts than those identified in FEIR No. 00-03. Rather, all of the impacts associated with the Project are within the envelope of impacts addressed in the Certified FEIR and do not constitute a new or substantially increased significant impact. Accordingly, none of the conditions that trigger the need to prepare a subsequent Environmental Impact Report pursuant to CEQA Guidelines § 15162 would occur; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As initially outlined in Section 6(b) and Attachment F of the Planning Commission Staff report dated December 16, 2021, and with the removal of the Residential: Very High land use from District D of the RiverPark Specific Plan Amendment, the proposed Specific Plan Text and Map Amendment is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;
2. As initially outlined in Section 6(c) of the Planning Commission Staff report dated December 16, 2021, and with the removal of the Residential: Very High land use from District D of the RiverPark Specific Plan Amendment, the proposed Specific Plan Text

and Map Amendment is a logical refinement and internally consistent with the adopted RiverPark Specific Plan;

3. As determined in the Addendum to FEIR No. 00-03, the proposed Specific Plan Text and Map Amendments will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare; and
4. As initially outlined in Section 6(c - g) of the Planning Commission Staff report dated December 16, 2021, and with the removal of the Residential: Very High land use from District D of the RiverPark Specific Plan Amendment, the proposed RiverPark Specific Plan Amendment conforms to adopted City standards and constitutes good City planning; and

WHEREAS, the Applicant agrees that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this 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 Addendum to FEIR No. 00-03 for The RiverPark Specific Plan; and (ii) adopt an ordinance approving Planning and Zoning Permit No. 20-630-01 (Specific Plan Amendment No. 7 to RiverPark Specific Plan) to amend Sections Pages i, 1.1, 2.1, 2.9, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, 2.20, 2.21, 2.22, 2.23, 2.26, 2.27, 2.28, 2.29, 2.30, 2.31, 3.1, 3.4, 4.2, 4.5, 4.32, 6.5, 6.6, 7.5, 7.6, 7.18, 7.19, 8.3, and 8.4; and Exhibits 2.B, 2.C, 2.D, 2.I, 2.J, 3.A, 3.B, and 3.C of The RiverPark Specific Plan to introduce a new high density land use designation within Planning Districts B and C (Residential: Very High (30-80 units/acre)); create a new development type (Apartments - Urban); revise planning area boundaries; update the Land Use Table; and update exhibits for consistency with proposed changes. The new land use designation will be applied in combination with the existing Commercial: Regional land use. This will allow for the option to develop up to 613 additional residential units under the RiverPark Specific Plan, in exchange for a reduction of up to approximately 336,377 square feet of non-residential development potential in accordance with specified development scenarios, as identified in the RiverPark Specific Plan, subject to mitigations listed in FEIR No. 00-03 for The RiverPark Specific Plan (all amendments as identified within Exhibit A).

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The Planning Commission finds that the Riverpark Specific Plan Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The Planning Commission finds that the Riverpark Specific Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The Planning Commission finds that the project site associated with the Riverpark Specific Plan Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Planning Commission determines that the proposed RiverPark Specific Plan Amendment is the best use for the subject project site.

SECTION 6. The Planning Commission determines that the RiverPark Specific 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 RiverPark Specific Plan Amendment, the Planning Commission finds and determines the project is in compliance with the California Environmental Quality Act because Addendum No. 15 to FEIR No. 00-03, and Subsequent Addendums was considered by the Planning Commission at the public hearing for the RiverPark Specific Plan Amendment and Development Agreement Amendment. The Addendum to the FEIR No. 00-03 was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent environmental impact report pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the FEIR No. 00-03 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. Until such time that the City Council approves the RiverPark Specific Plan Amendment, the RiverPark Specific Plan shall remain in full force and effect and shall apply to the property affected by this Resolution.

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SECTION 9. The Secretary shall certify the adoption of this Resolution.

PASSED and ADOPTED by the Planning Commission of the City of Oxnard on this 13th day of January 2022 by the following vote:

Daniel Chavez, Jr, Chair

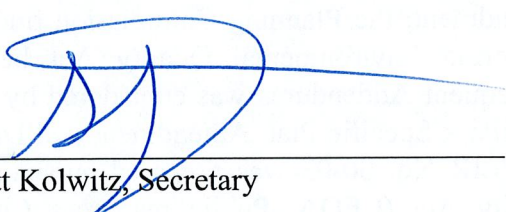
AYES: Commissioners: Vice Chair Arrejo, Commissioners Meyer, Nash, and Sanchez

NOES: Commissioners: Chair Chavez, Commissioners Connelly, and Lopez

ABSENT: Commissioners:

ABSTAIN: Commissioners:

RECUSED: Commissioners:



Scott Kolwitz, Secretary

RiverPark Specific Plan Amendment No. 7 (PZ 20-630-01)
Planning Commission Hearing Date: January 13, 2022
Resolution No. 2022- 03
Page 7 of 7

EXHIBIT 1

SPECIFIC PLAN AMENDMENT PAGES

final submittal
12/3/2021
District D alternate

AMENDMENT to the RIVERPARK SPECIFIC PLAN

CITY OF OXNARD, CALIFORNIA
SHEA PROPERTIES



<i>Jurisdiction</i>	City of Oxnard
<i>Developer</i>	RiverPark Development, LLC
<i>Project Management</i>	Keller CMS, Inc.
<i>Prime Consultant, Planning and Urban Design</i>	AC Martin Partners, Inc.
<i>Commercial Planning</i>	RTKL
<i>Residential Design Standards</i>	William Hezmalhalch Architects, Inc.
<i>Landscape Architecture</i>	EDSA
<i>Civil Engineering</i>	Huitt-Zollars, Inc.
<i>Wetlands Planning</i>	Integrated Water Resources, Inc.
<i>Traffic Planning and Engineering</i>	Crain and Associates
<i>Reclamation</i>	Fugro West, Inc.
<i>Natural Factors</i>	BioResource Consultants
<i>Legal</i>	Colantuono, Levin and Rozell, APC

RiverPark Specific Plan ***2021 Amendment***

*incorporating Specific Plan Amendments and
errata items and Minor Modification through December 3, 2021
District D alternate*

Update prepared by
the City of Oxnard
Di Cecco Architecture, Inc.
Meridian Consultants
Gibson Traffic Engineers

RIVERPARK SPECIFIC PLAN

April 12, 2005



prepared for RiverPark Development, LLC by AC Martin Partners with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

1.1	PROJECT SUMMARY
1.2	PURPOSE OF THE SPECIFIC PLAN
1.3	LEGAL ASPECTS
1.4	COMMUNITY SETTING
1.5	PROPOSED LAND USE, OPEN SPACE AND UTILITIES
1.6	ORGANIZATION OF THE SPECIFIC PLAN

1.1 PROJECT SUMMARY

RiverPark is a 702-acre new community located at the northeast portion of the intersection of the Ventura Freeway and the Santa Clara River in southern Ventura County, California (Exhibits 1.A and 1.B).

RiverPark development objectives are derived from the physical, demographic and market environment of the Specific Plan Area, identified development needs and potentials, and the provisions of the City of Oxnard's 2020 General Plan. Based on completed market studies, build-out is anticipated in ten to fifteen years.

RiverPark has been carefully planned as a master-planned, mixed-use community with a strong sense of place. It is intended to foster social cohesion, minimize energy use, and encourage pedestrian activity. All aspects of RiverPark are designed to achieve these ends.

- Each of RiverPark's thirteen Planning Districts will have its own character and identity, yet each will contribute to creating RiverPark as a cohesive community.
- The project includes the facilities needed by a complete community: residential neighborhoods, regional and neighborhood retail centers, a hotel, elementary and secondary schools, and a complete system of parks and play fields.
- These facilities are linked by a project-wide open space, pedestrian and vehicle circulation and utility network.
- The site plan and circulation network are designed and coordinated to invite and maximize pedestrian use. This is achieved by providing mixed land uses within walkable distances and linking them with attractive pedestrian corridors and public transit.

- The core of the community, its residential neighborhoods, can incorporate up to **3,656** single-family and multi-family units in a wide variety of detached and attached product types. The variety, character and quality of these neighborhoods will reflect the character and history of Oxnard and fulfill the intentions of the City of Oxnard 2020 General Plan. Affordable housing will be provided per 7.10.3 of this Specific Plan.
- Up to 2,098,000 square feet of retail, hotel/convention and office uses, supported by convenient parking as well as the local and regional commercial markets, will serve RiverPark's neighborhoods.
- Community and publicly-oriented facilities will include three schools, a number of passive and active parks of varying sizes, and sites which can be used by public entities such as religious institutions and recreational centers.
- The landscape will be a rich and attractive open space environment. All of RiverPark's open space areas, including its circulation corridors, are planned as embracing, inviting environments supporting pedestrian use, social interaction, recreation and play.
- The landscape plays a critical environmental role by preserving attractive viewsheds, creating vistas, providing comfortable microclimates, establishing visual identity, buffering noise and unattractive views, and creating privacy. The landscape will also preserve areas of unique visual, historic and natural value on the site.
- A new storm water control system accommodates flows from within and outside the property. The existing sand and gravel pits and related surface facilities will be reclaimed and remediated to ensure protection of surface water and ground water quality.

RIVERPARK SPECIFIC PLAN

April 12, 2005



prepared for RiverPark Development, LLC by AC Martin Partners with

RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

2.1	INTRODUCTION
2.2	LAND USE CONCEPT
2.3	PROJECT BOUNDARIES AND PLANNING DISTRICTS
2.4	LAND USES
2.5	DEVELOPMENT CONTROLS

2.1 INTRODUCTION

The Land Use Master Plan is the basic coordinating master plan of this document and establishes some of the key development requirements.

This Section defines RiverPark's land use concept and Specific Plan Area boundaries. It then defines the boundaries of the thirteen Planning Districts which together comprise the Specific Plan Area. For each of these Planning Districts, Section 2 then defines allowable development in terms of parameters including: Permitted and Specially Permitted land uses, location of land uses, maximum allowable commercial square footage, the maximum number of dwelling units for the Project as a whole, and the allowable range of dwelling units and allowable uses within each Planning District.

2.2 LAND USE CONCEPT

2.2.1 Summary

The RiverPark Project provides a complete and balanced mix of residential, commercial, entertainment and open space uses serving a broad range of local and regional users. Exhibit 2.A, the Illustrative Site Plan, shows a plan view of RiverPark in accordance with the standards of the Specific Plan.

2.2.2 Land Use Concept

2.2.2.1 The Residential Community

Number of Units: Up to **3,656** residential units will be permitted by the Specific Plan. These units will serve the City of Oxnard and the region as a significant new housing resource for people with a broad range of incomes and lifestyles.

Permitted Residential Land Uses: Three categories of permitted residential land uses are defined in the Land Use Plan, Permitted Uses, Exhibit 2.B:

- ❑ Residential: Low-Medium (densities between 8 and 12 dwelling units per gross acre).

- ❑ Residential: Medium (densities between 12 and 18 dwelling units per gross acre).
- ❑ Residential: High (densities between 18 and 30 dwelling units per gross acre).
- ❑ **Residential: Very High (densities between 30 and 80 dwelling units per gross acre).**

The term "gross acre" is defined in Section 8.

Location of Residential Densities: Single-family detached homes in the northern portion of RiverPark (RiverPark "B") transition to multi-unit housing with the greatest density adjacent to the Regional Commercial uses in the southern portion of the Project, RiverPark "A."

Residential Product Types: Within each residential land use category, **seven** product types ranging from single-family detached to multi-family will be allowed, in order to provide a full range of housing opportunities within RiverPark.

Residential Live/Work Units: Optional live/work units are allowed in certain residential product types, permitting small ground floor retail uses or optional live/work units. See Section 4, the Residential Master Plan, for specific requirements. Also refer to the vertical mixed-use Product Type 5-R described in Section 4, which permits residential uses above the ground levels of certain commercial structures.

Residential Neighborhoods: The residential neighborhoods are designed to be walkable, interconnected, mixed-use and transit-supportive.

2.2.2.2 Commercial Uses

Permitted Commercial Land Uses: The Project will incorporate almost 2.2 million square feet of regional and neighborhood-oriented commercial facilities. The four Specific Plan commercial land uses are defined by the Land Use Plan, Permitted Uses, Exhibit 2.B:

- ❑ Commercial: Regional

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012
Modified in
SPA 2012



prepared for RiverPark Development, LLC by AC Martin Partners with

RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

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

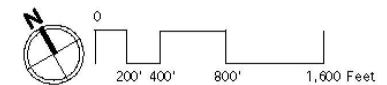
Legend

Planning Districts

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

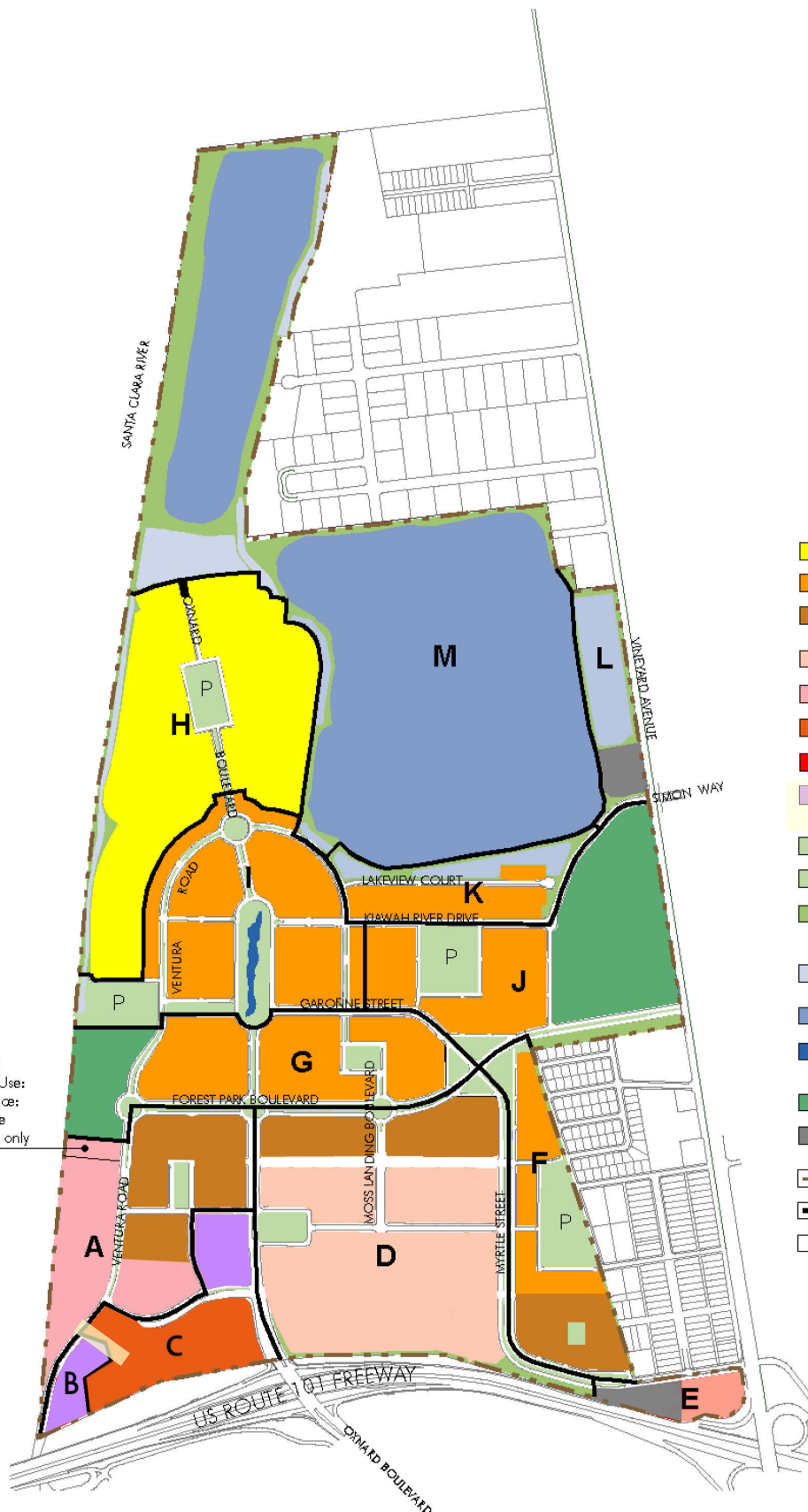
Land Use

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



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

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



LAND USE PLAN: PERMITTED USES

exhibit

2.B

August 27, 2002
update through 3/2012
Modified in
SPA 2015

prepared for RiverPark Development, LLC by AC Martin Partners with
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Legend

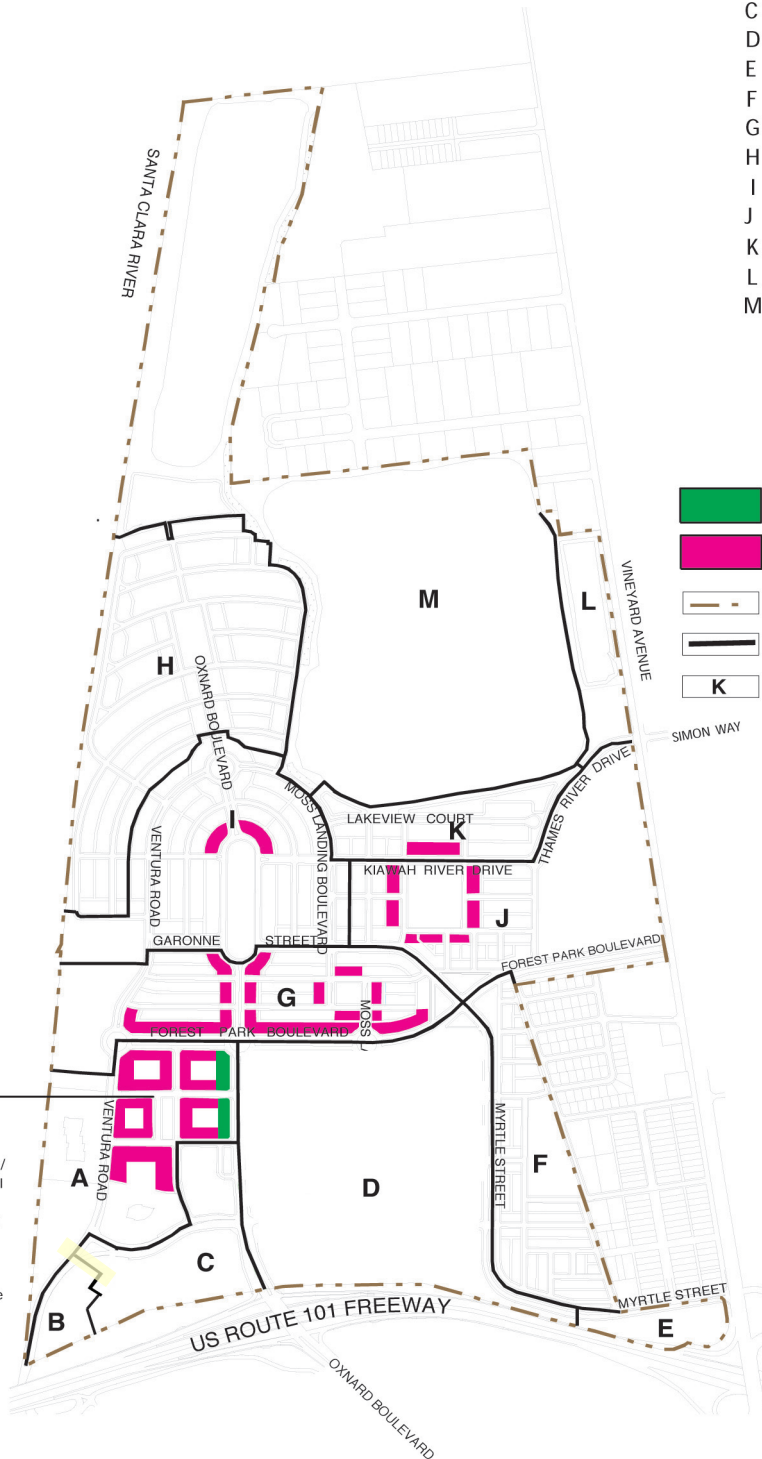
Planning Districts

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

Unit Designations

- Vertical Mixed Use only
- Live/Work or Vertical Mixed Use
- Specific Plan Area
- Planning District Boundary
- K Planning District Designation

Notes:
Development Option "A" illustrated. Live/Work or Vertical Mixed Use permitted in all residential locations of Development Option "B". See sub. section 2.5.2.1



LAND USE PLAN: PERMITTED VERTICAL MIXED USE AND LIVE/WORK USES



2.C

August 27, 2002 Land Use Plan Date: February 14, 2002

prepared for **RiverPark Development, LLC** by **AC Martin Partners** with
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RIVERPARK LAND USE PLAN:
SPECIALLY PERMITTED USES
Land Use Plan Date: July 26, 2011

Legend

Planning Districts

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

Land Use

Residential: Medium (12-18 DU/gross acre)

Specific Plan Area

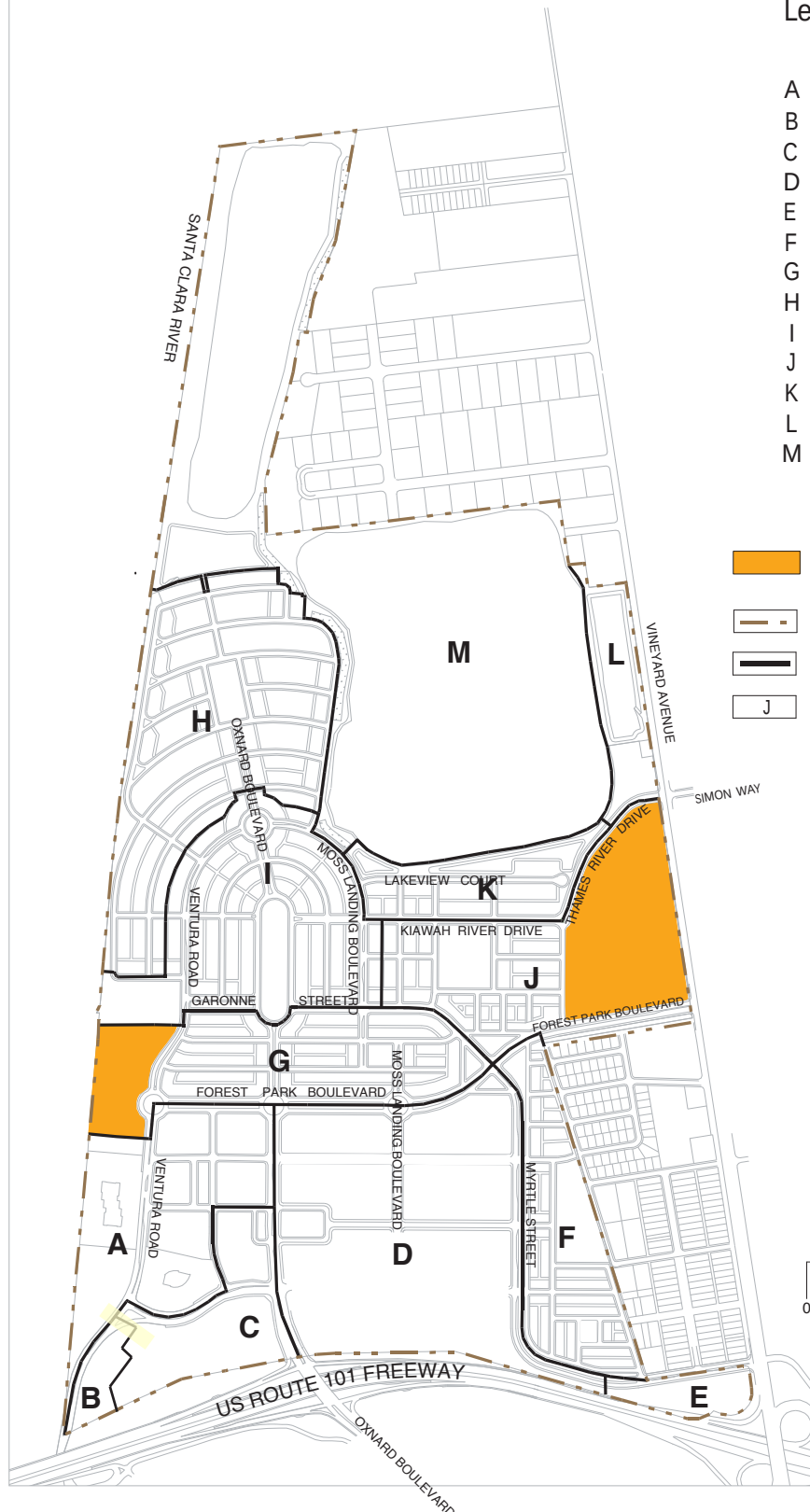
Planning District Boundary

J Planning District Designation

Notes:

Planning District G & J : Residential: Medium use for an area designated on the Land Use Plan: Permitted Uses for Schools/Community Park in Planning Districts G & J can only be applied for after the Rio School District submits a letter indicating that it does not want to purchase or utilize the land.

Civic Assembly uses are considered Specially Permitted Uses which may be located within any of the Planning Districts except Planning District M.



Land Use Plan Date:
February 14, 2002
update through 3/2012

SPAI 2010

LAND USE PLAN: SPECIALLY PERMITTED USES

prepared for RiverPark Development, LLC by AC Martin Partners with
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RIVERPARK
exhibit

2.D

LEGEND

Planning Districts

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



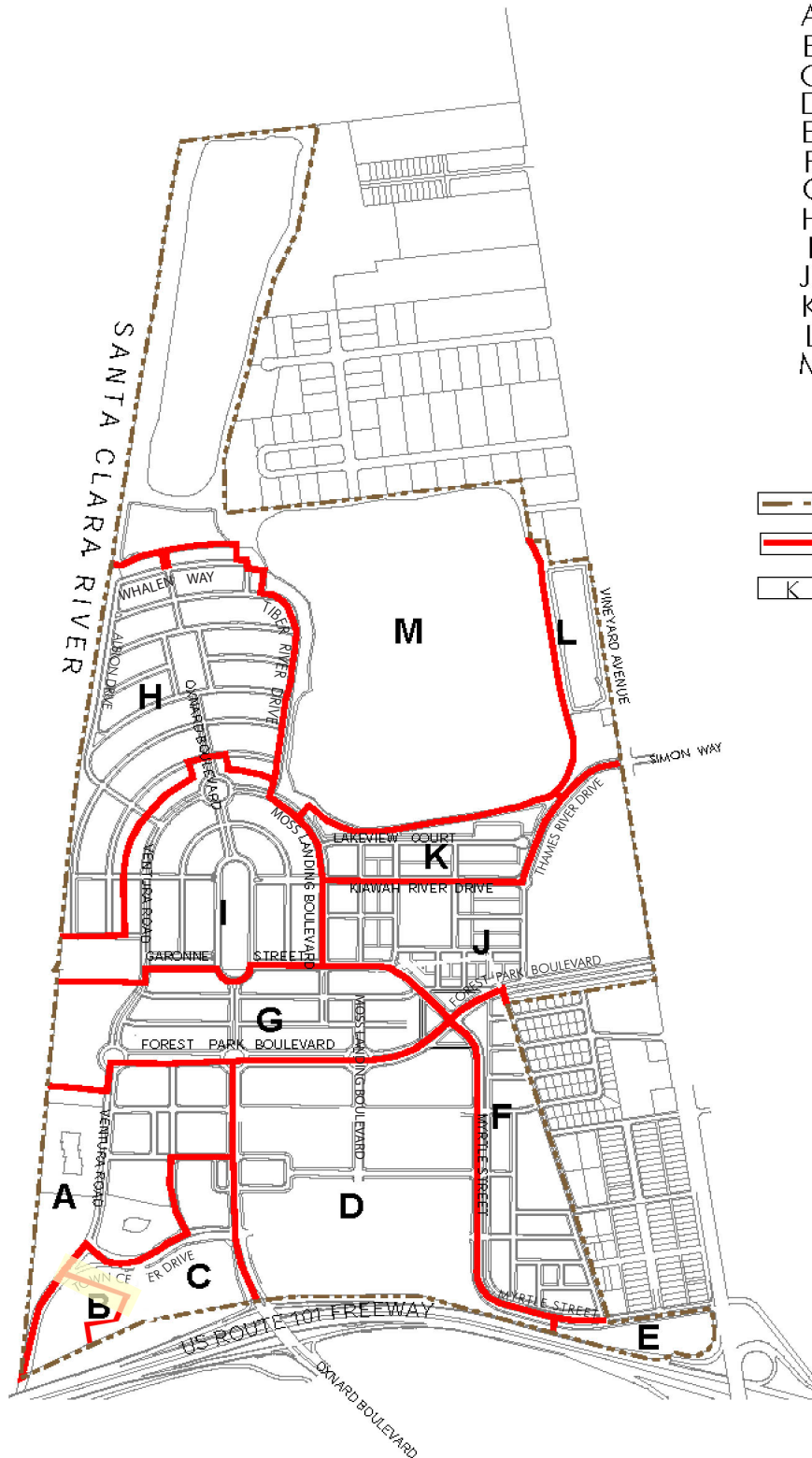
Specific Plan Area



Planning District Boundary



Planning District Designation



PLANNING DISTRICT DESIGNATION

August 27, 2002

update through 3/2012 prepared for RiverPark Development, LLC by AC Martin Partners with

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Revised per Errata to include development adjustments through 3/12/2012 and Minor Mod dated 3/13/12 / See notes at bottom of this page

Planning District	Land Use	Gross Acreage ¹	Max Commercial KSF Allowable for Each Planning District	Allowable Dwelling Unit Range For Each Planning District ⁷
A	Mixed Use/Office District			
	MIXED USE RESIDENTIAL: HIGH ³	21.1	0	317-440
	COMMERCIAL: OFFICE	15.4	115	
	Remaining parcels designated Commercial: Office	9.3	341	
	COMMERCIAL:OFFICE/opt. OPEN SPACE:PARK SPACE	1.3	0	
	OPEN SPACE: MISCELLANEOUS: DRY SWALES / DETENTION BASINS	0.4	NA	
	Subtotals Planning District A ¹⁰	47.5	456	317-440
B	West Peripheral Commercial District			
	option: COMMERCIAL: REGIONAL ¹¹	5.5	104	300-333
	option: RESIDENTIAL: VERY HIGH ^{11,12}			300-333
	Subtotals Planning District B	5.5	104	300-333
C	West Corridor Commercial District			
	COMMERCIAL: REGIONAL	24	120	
	COMMERCIAL-HOTEL ⁹		158	
	option: COMMERCIAL: REGIONAL ¹¹		200	
	option: RESIDENTIAL: VERY HIGH ^{11,12}			250-280
	OPEN SPACE: PARK SPACE	0.6	NA	
	Subtotals Planning District C	24.6	478	250-280
D	Town Square Commercial District			
	COMMERCIAL: REGIONAL (Retail/Entertainment)	68.2	949	0
	VERTICAL MIXED USE OVERLAY			320-512
	RESIDENTIAL: HIGH ³	15.0	0	
	OPEN SPACE: PARK SPACE	3.5	NA	
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	0.8		
	OPEN SPACE: LANDSCAPE BUFFER	0.9	NA	
	Subtotals Planning District D	88.4	949	320-512
E	East Peripheral Commercial District			
	COMMERCIAL: REGIONAL	7.5	110	
	PUBLIC FACILITIES	1.4	NA	
	Subtotals Planning District E	8.9	110	NA
F	Vineyards Neighborhood District			
	RESIDENTIAL: HIGH ³	12.3	NA	140-310
	RESIDENTIAL: MEDIUM ³	15.5	0 ⁸	150-172
	OPEN SPACE: PARK SPACE	2.1	NA	
	OPEN SPACE: NEIGHBORHOOD PARK	7.4		
	OPEN SPACE: LANDSCAPE BUFFER	0.6		
	Subtotals Planning District F	37.9	0	290-482
G	Village Square Neighborhood District			
	RESIDENTIAL: MEDIUM ³	37.6	0 ⁸	325-425
	OPEN SPACE: PARK SPACE	2.8	NA	
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	1.2		
	SCHOOLS / COMMUNITY PARK ^{2,4,5}	11.4	NA	
	Subtotals Planning District G	53.0	0	325-425
H	RiverPark Crescent Neighborhood District			
	RESIDENTIAL: LOW MEDIUM	80.6	NA	450-492
	OPEN SPACE: NEIGHBORHOOD PARKS	3.3		
	Subtotals Planning District H	83.9	0	450-492
I	RiverPark Loop Neighborhood District			
	RESIDENTIAL: MEDIUM ³	43.0	0 ⁸	375-510
	OPEN SPACE: PARK SPACE	6.6	NA	
	OPEN SPACE: NEIGHBORHOOD PARKS	5.8		
	OPEN SPACE: MISCELLANEOUS: WATER FEATURE	1.4		
	Subtotals Planning District I	56.8	0	375-510
J	RiverPark Mews Neighborhood District			
	RESIDENTIAL: MEDIUM ³	21.0	0 ⁸	220-310
	OPEN SPACE: PARK SPACE	1.4	NA	
	OPEN SPACE: NEIGHBORHOOD PARKS	6.1		
	OPEN SPACE: LANDSCAPE BUFFER	2.5		
	SCHOOLS / COMMUNITY PARK ^{2,4,5}	30.4	NA	
	Subtotals Planning District J	61.4	0	220-310
K	Lakeside Neighborhood District			
	RESIDENTIAL: MEDIUM ³	10.5	0 ⁸	70-98
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	8.0	NA	
	Subtotals Planning District K	18.5	0	70-98
L	Public Facility District			
	PUBLIC FACILITIES	2.5	NA	
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	11.1	NA	
	Subtotals Planning District L	13.6	0	NA
M	Water Storage / Recharge Basins and Storm Water Control District			
	OPEN SPACE: MISCELLANEOUS: WATER STORAGE / RECHARGE BASINS	168.6	NA	
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	19.3		
	OPEN SPACE: LANDSCAPE BUFFER	14.0	NA	
	Subtotals Planning District M	201.9	0	NA
	TOTALS FOR SPECIFIC PLAN AREA	Total acreage within Specific Plan Area: 701.9 acres Maximum dwelling units allowed within Specific Plan Area: 3,656 du Maximum commercial KSF allowed within Specific Plan Area: 2,089 ksf		

¹ Gross acreage is measured to centerline of bounding streets and / or to the Project Boundary

² Net school site area in Planning District J = 27.3 acres. Net school site area in Planning District G = 10.0 Acres

³ Vertical Mixed Uses and / or Live/Work units are permitted in portions of this District as defined in Specific Plan Sections 2, 3, 4 and Exhibit 2.C

⁴ Specially Permitted Uses are allowed in portions of this area as defined in Specific Plan Section2 (Land Use)

⁵ Specially Permitted Land Uses for sites designated for Schools/Community Park land use can only be applied for after the Re School District submits a letter indicating that it does not want to purchase or utilize the land.

⁶ Allocation of residential units among Planning Districts is subject to ongoing monitoring by the Master Developer. Total dwelling units cannot exceed 3,656 units

⁷ Density range provides flexibility in allocating residential units within and between Planning Districts. Lower range is a suggested minimum. Upper end of range is regulated through monitoring by Master Developer per note 6 to assure that the total dwelling units within RiverPark does not exceed 3,656

⁸ Ground Level Commercial and/or Live/Work use

Refer to Specific Plan Sections 2, 3, and 4 for detailed descriptions of Permitted and Specially Permitted land uses and development standards. This Land Use Summary (Exhibit 2.J) and Exhibits 2.B and 2.C indicate Permitted (by right) uses only. See Section 2 and Exhibit 2.D for Specially Permitted Uses.

⁹ Hotel number of rooms is 320 total with corresponding 272k sf, decreased per SPA to 158k sf

¹⁰Subtotals reflect Development Option A, chosen per page 4.5 of the Specific Plan

¹¹ Commercial or residential development is allowed as options, but not both. Residential development is also regulated by 7.10.4

¹² Suggested maximums per District. Can be exceeded by up to 15% (per 7.5.3) in Districts B, C, as long as total units do not exceed 613 in those Districts

2.5.2.1 PLANNING DISTRICT **A**: Mixed-Use/Office District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
MIXED-USE			
Development Option A: All Residential (option chosen)			
RESIDENTIAL: HIGH	21.1	0	317-440
Development Option B: Commercial/Residential (NA)			
COMMERCIAL: OFFICE	14.4	NA	na
RESIDENTIAL: HIGH	6.7	NA	NA
COMMERCIAL: OFFICE			
Parcels with Existing Offices	15.4	115	na
Remaining Parcels Designated Commercial	9.3	341	na
COMMERCIAL: OFFICE OR OPEN SPACE: PARK SPACE	1.3	0	na
OPEN SPACE: MISCELLANEOUS	0.4	na	na
Dry Swales/Detention Basins			
Planning District A Totals Opt. A	47.5 acres	456 KSF	317-440 units
Planning District A Totals Opt. B	47.5 acres	NA KSF	100-150 units

Note:

* See following "Allowed Uses" table for Specially Permitted uses.

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for **RiverPark Development, LLC** by **AC Martin Partners** with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

2.5.2.1 PLANNING DISTRICT **A**: Mixed-Use/Office District**ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE***

<i>Permitted Land Use</i>	<i>Allowed Use</i>
COMMERCIAL: OFFICE	Professional and administrative offices, including medical, dental, attorneys, engineers, architects, insurance, real estate and other offices not engaged in merchandizing of goods or products.
	Laboratories when incidental to medical, dental and similar uses.
	Banks; savings and loan associations and other financial institutions.
	Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies. These uses are intended to principally serve the building occupants.
	Pharmacies primarily engaged in the merchandizing of pharmaceuticals and medical supplies.
	On-sale and off-sale alcohol*
	Similar uses as determined acceptable by the Director of the Development Services Department of the City of Oxnard.
RESIDENTIAL: HIGH**	Multi-family units
OPEN SPACE: PARK SPACE	Park
OPEN SPACE: MISCELLANEOUS	
Dry Swales/Detention Basins	Dry Swales/Detention Basins

Notes:

* Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) and On-Sale and Off-Sale Alcohol use are allowed subject to granting of a Specially Permitted Use Permit based on conditions identified in Section 7.

** Vertical Mixed-Use Overlay: Refer to Section 4.

2.5.2.2 PLANNING DISTRICT **B**: West Peripheral Commercial District

Location: Planning District B lies in the southwest corner of the RiverPark Project site. It is bordered by the Ventura Freeway to the south and the Santa Clara River levee to the west. It is adjacent to Planning District A (Mixed-Use/Office District) and Planning District C (West Corridor Commercial District). The 5.5-acre District is easily accessed from the Ventura Freeway due to the reconstruction of the Santa Clara River bridge crossing including an improved off-ramp and a widened tunnel under the US Route 101 Freeway. Oxnard Boulevard, Ventura Road and Town Center Drive provide surface street access to the Planning District. A landscaped buffer and Caltrans detention basin (not within the Specific Plan Area) separate the buildable sites from the freeway. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: This Planning District permits **Residential: Very High** and Commercial: Regional land use. The Specific Plan accommodates up to **333 residential units or as an alternate, if the residential units are not constructed**, 104,000 square feet of retail uses including offices, retail uses and food service facilities. **Residential buildings up to six stories or** commercial buildings up to two stories may be constructed, with retail and office uses. The allowable uses will benefit the most from their proximity to the freeway.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: No

Optional Live/Work Units: No

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District B:

- ☐ Section 3: Commercial Master Plan
- ☐ **Section 4: Residential Master Plan**
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan
- ☐ Section 7: Implementation

2.5.2.2 PLANNING DISTRICT **B**: West Peripheral Commercial District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
alternate: RESIDENTIAL: VERY HIGH ***			300-333
alternate: COMMERCIAL: REGIONAL ***	5.5	104	
<i>Planning District B Totals</i>	5.5 acres	104** KSF	300-333 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: VERY HIGH	Multifamily Residential
COMMERCIAL: REGIONAL	Freestanding restaurants; restaurants involving any drive-in or drive-through facilities.
	On-sale and off-sale alcohol*
	Banks; savings and loan associations and other financial institutions.
	Pharmacies primarily engaged in the merchandizing of pharmaceuticals and medical supplies.
	Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies.
	Office uses.
	Similar uses as determined acceptable by Director of the Development Services Department of the City of Oxnard.

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) and On-Sale and Off-Sale Alcohol is allowed subject to granting of a Specially Permitted Use Permit based on conditions identified in Section 7.
- ** Maximum square footage figures based on surface parking only. No parking structures are assumed.
- *** Development can be either residential OR commercial but not both.

2.5.2.3 PLANNING DISTRICT C: West Corridor Commercial District

Location: Planning District C is a 24.6-acre site located near the southwestern corner of RiverPark. It is accessed from Oxnard Boulevard to the east and the Ventura Freeway to the south. Occupying a key public location, it is adjacent to Planning District A (Mixed-Use/Office District), Planning District B (West Peripheral Commercial District), and Planning District D (Town Square Commercial District). For the boundaries and location of the Planning District, refer to Exhibit 2.B, Land Use Plan: Permitted Uses and Exhibit 2.I.

Permitted Land Use: The Permitted Land Uses are **Residential: Very High** and Commercial: Regional, Commercial: Hotel and Open Space: Park Space. The RiverPark Specific Plan allows up to **120,000** square feet of retail uses including offices, retail uses and food service facilities. The Hotel can be up to **158,000** square feet. **In addition, up to 280 residential units are allowed, or as an alternate, 200,000 square feet of retail commercial uses are allowed if the residential units are not constructed, for a total of 478,000 s.f. of allowable commercial development within the District.** Buildings up to **six** stories may be constructed, with **residential** retail, office and hotel uses. The allowable uses will benefit the most from their proximity to the freeway.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: No

Optional Live/Work Units: No

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District C:

- ☐ Section 3: Commercial District Master Plan
- ☐ **Section 4: Residential Master Plan**
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan
- ☐ Section 7: Specific Plan Implementation

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for RiverPark Development, LLC by AC Martin Partners with

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2.5.2.3 PLANNING DISTRICT C: West Corridor Commercial District

LAND USE SUMMARY*

Permitted Land Use	Gross Acreage	Max KSF Allowable	Allowed DU Range
alternate: RESIDENTIAL: VERY HIGH **	24		250-280
alternate: COMMERCIAL: REGIONAL **		200	
COMMERCIAL: REGIONAL		120	
COMMERCIAL: HOTEL		158	
OPEN SPACE: GREEN SPACE	0.6		
Planning District C Totals	24.6 acres	478	250-280 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

Permitted Land Use	Allowed Use
RESIDENTIAL: VERY HIGH	Multifamily Residential
COMMERCIAL: REGIONAL	Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies, intended to serve principally the building occupants. Banks; savings and loan associations and other financial institutions. Office Uses On-sale and off-sale alcohol* Similar uses as determined acceptable by Director of the Development Services Department of the City of Oxnard.
COMMERCIAL: HOTEL	Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies. Banks; savings and loan associations and other financial institutions. Hotel Convention facilities including meeting and conference rooms, food service, foyers. On-sale and off-sale alcohol* Similar uses as determined acceptable by Director of the
OPEN SPACE: PARK SPACE	

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) and On-Sale and Off-Sale Alcohol is allowed subject to granting of a Specially Permitted Use Permit based on conditions identified in Section 7.

** Alternate development is residential or commercial but not both

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update through 3/2012



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2.5.2.4 PLANNING DISTRICT **D**: Town Square Commercial District

Location: The 88.4-acre Planning District D is bordered by Forest Park Boulevard to the north, the Ventura Freeway to the south, Myrtle Street to the east and Oxnard Boulevard to the west. The adjacent Planning Districts are: Planning District A (Mixed-Use/Office District), Planning District C (West Corridor Commercial District), Planning District F (Vineyards Neighborhood District) and Planning District G (Village Square Neighborhood District). For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Permitted Land Uses are: Commercial: Regional, Vertical Mixed-Use Overlay, Residential: High, Open Space: Green Space, Open Space: Miscellaneous: Dry Swales/Detention Basins, and Open Space: Landscaped Buffer. This Planning District has two major components: the Retail Center and a Residential_High District

Retail Center: The Retail Center is planned around a Town Square, whose boundaries are defined by two major anchor retail centers and smaller retail and food establishments. Uses will include lifestyle retail, service retail, entertainment and restaurant facilities. The Retail Center extends northward to Forest Park Boulevard through ground floor retail in the residential area of this Planning District.

The central open space in District D, the “Town Square”, is similar in scale and character to that of traditional town plazas. On the east side of Oxnard Boulevard will be a dedicated drop-off area for local and tour buses, queuing, tourist information and a newsstand. Pedestrian and vehicular connections will lead directly to the retail and entertainment area beyond.

A public library storefront, police substation and post office are permitted uses within the Commercial District, ~~as are up to 400 optional live/work dwelling units located above the commercial structures.~~

Residential: High Area: A 15.0 acre Residential: High residential community of between 220 and 512 high-density units is located on the south side of Forest Park Boulevard. These units serve as a transition between the medium density residential units to the north and the commercial facilities to the south.

Specially Permitted Land Use: Yes

~~Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C~~

Optional Live/Work Units: Yes. See Exhibit 2.C

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District D:

- ☐ Section 3: Commercial District Master Plan
- ☐ Section 4: Residential District Master Plan
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan
- ☐ Section 7: Implementation

2.5.2.5 PLANNING DISTRICT **E**: East Peripheral Commercial District

RIVER PARK SPECIFIC PLAN

April 12, 2005
update through 3/2012
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SPA 2012



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2.5.2.4 PLANNING DISTRICT **D**: Town Square Commercial District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
COMMERCIAL: REGIONAL	68.2	949	na
VERTICAL MIXED USE OVERLAY			0
RESIDENTIAL: HIGH	15	0	320-512
OPEN SPACE: GREEN SPACE	3.5	na	na
OPEN SPACE: MISCELLANEOUS	0.8	na	na
Dry Swales / Detention Basins			
OPEN SPACE: LANDSCAPE BUFFER	0.9	na	na
<i>Planning District D Totals</i>	88.4 acres	949 KSF	320-512 units

Notes:

* See following 'Allowed Uses' table for Specially Permitted uses

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controls and implementation information in District E:

- ❑ Section 3: Commercial Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Specific Plan Implementation

2.5.2.6 PLANNING DISTRICT **F**: Vineyards Neighborhood District

Location: The 37.9-acre Planning District F is located in the eastern portion of RiverPark, adjacent to the existing El Rio residential community to the east and Myrtle Street to the west and south. The District is bordered by Planning District D (Town Square Commercial District), Planning District E (East Peripheral Commercial District), Planning District G (Village Square Neighborhood District) and Planning District J (RiverPark Mews Neighborhood District). For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Existing Development: Planning District F is currently in temporary agricultural production.

Permitted Land Use: The Permitted Land Uses are: Residential: High, Residential: Medium, Residential: Low Open Space: Park Space, Open Space: Neighborhood Parks, and Open Space: Landscaped Buffer.

The District incorporates a residential community of up to 150-172 medium-density residential units and 140-310 high-density residential units. An approximately 7.4 acre neighborhood park serves both the Vineyards neighborhood and the existing El Rio West neighborhood adjacent to the east. A second small park is located in the southern, high-density housing area of the Planning District. A continuous landscape buffer separates the Vineyards neighborhood from the El Rio neighborhood and traffic to the north on Forest Park Boulevard.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

Optional Live/Work Units: Yes. See Exhibit 2.C

2.5.2.6 PLANNING DISTRICT **F**: Vineyards Neighborhood District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
RESIDENTIAL: HIGH	12.3	0	140-310
RESIDENTIAL: MEDIUM	15.5	0	150-172
OPEN SPACE: PARK SPACE	2.1	na	na
OPEN SPACE: NEIGHBORHOOD PARKS	7.4	na	na
OPEN SPACE: LANDSCAPED BUFFER	0.6	na	na
Planning District F Totals	37.9 acres	0 KSF	290-482 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: HIGH	Multi-Family Residential
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential
RESIDENTIAL: LOW	Small Lot Single Family
OPEN SPACE: PARK SPACE	Park
OPEN SPACE: NEIGHBORHOOD PARKS	Neighborhood Park
OPEN SPACE: MISCELLANEOUS	Landscaped Buffer

Note:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

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Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information in District F.

- ❑ Section 4: Residential Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Implementation

2.5.2.7 PLANNING DISTRICT **G**: Village Square Neighborhood District

Location: This 53.0 acre Planning District is located in the north-central portion of RiverPark “A.” The District is bordered by Forest Park Boulevard to the south, Garonne Street to the north and the Santa Clara River levee to the west. The Village Square Neighborhood District is adjacent to Planning District A (Mixed-Use/Office District), Planning District D (Town Square Commercial District), Planning District F (Vineyards Neighborhood District), Planning District I (RiverPark Loop Neighborhood District), and Planning District J (RiverPark Mews Neighborhood District). For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Permitted Land Uses are: Residential: High, Residential: Medium, Residential: Low, Open Space: Park Space, Open Space: Neighborhood Parks, and Open Space: Landscaped Buffer. The major uses are distributed as follows:

- ❑ **Residential Community:** The 37.6-acre central and eastern portions of Planning District G allows a range of 325 to 425 Residential: Medium units clustered in three groupings. The eastern two groupings are each focused on a common green space, the 2.1 acre Village Green. The western residential area is served by Windrow Park. The vertical mixed-use overlay in this area permits live/work units and ground level retail.
- ❑ **Elementary School/Community Park:** A neighborhood elementary school (Exhibit 2.K) is located on the 11.4-acre western portion of Planning District G. The school’s playfields are envisioned as a shared community resource.

Specially Permitted Land Use: High-density housing is permitted with a Special Use Permit on the site designated for School/Community Park use. A condition of City approval to construct high-density housing is the submission of a letter from the Rio School District indicating that it does not want to purchase or utilize the land. See notes on following page and Exhibit 2.D.

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

2.5.2.7 PLANNING DISTRICT **G**: Village Square Neighborhood District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM	37.6	0**	325-425
OPEN SPACE: PARK SPACE	2.8	na	na
OPEN SPACE: MISCELLANEOUS	1.2	na	na
Dry Swales/Detention Basins			
SCHOOLS/COMMUNITY PARK	11.4	na	na
Specially Permitted Land Use			
RESIDENTIAL: MEDIUM	(11.4)	na	na
Planning District G Totals	53.0 acres	0 KSF	325-425 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential
RESIDENTIAL: LOW	Small Lot Single Family
OPEN SPACE: PARK SPACE	Parks
OPEN SPACE: MISCELLANEOUS	
Dry Swales/Detention Basins	Dry Swales/Detention Basins
	Elementary School
SCHOOLS/COMMUNITY PARK	Community Playfields/Parks
Specially Permitted Land Use	
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential

Note:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

**** Vertical Mixed-Use Overlay: Refer to Section 4.**

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Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District H:

- ❑ Section 4: Residential Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Implementation

2.5.2.9 PLANNING DISTRICT **I**: RiverPark Loop Neighborhood District

Location: The 56.8-acre Planning District I is located in the central portion of the Project in RiverPark “B.” Boundaries include Garonne Street to the south and Moss Landing Boulevard to the East. It is adjacent to Planning District G (Village Square Neighborhood District) to the south, Planning District H (RiverPark Crescent Neighborhood District) to the north, Planning District J (RiverPark Mews Neighborhood District) to the east, Planning District K (Lakeside Neighborhood District) also to the east, and Planning District M (Water Storage/Recharge Basins & Storm Water Control District) to the northeast. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Permitted Uses are: Residential: Medium and Low, Open Space: Park Space, Open Space: Neighborhood Parks, and Open Space: Miscellaneous: Water Feature.

The RiverPark Specific Plan allows a range of from 375 to 510 Residential: Medium and Low Small Lot Single Family units focused on the 6.0-acre Central Park located immediately north of the school site in Planning District G. The 6.4-acre Windrow Neighborhood Park is also a link to the Santa Clara River and its adjacent regional trail.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

2.5.2.9 PLANNING DISTRICT I: RiverPark Loop Neighborhood District

LAND USE SUMMARY*

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM	43.0	0**	375-510
RESIDENTIAL: LOW			
OPEN SPACE: PARK SPACE	6.6	na	na
OPEN SPACE: NEIGHBORHOOD PARKS	5.8	na	na
OPEN SPACE: MISCELLANEOUS: WATER FEATURE	1.4	na	na
Planning District I Totals	56.8 acres	0 KSF	375-510 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM & LOW	Townhouse or Cluster Residential & Small Lot Single Family
OPEN SPACE: PARK SPACE	Park
OPEN SPACE: NEIGHBORHOOD PARKS	Neighborhood Park
OPEN SPACE: MISCELLANEOUS: WATER FEATURE	Water Feature

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

~~** Vertical Mixed-Use Overlay: Refer to Section 4.~~

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Optional Live/Work Units: Yes. See Exhibit 2.C

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District I:

- ☐ Section 4: Residential Master Plan
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan
- ☐ Section 7: Implementation

2.5.2.10 PLANNING DISTRICT **J**: RiverPark Mews Neighborhood District

Location: The 61.4-acre Planning District J is located in the central-eastern portion of the Project within RiverPark “B.” The District is bordered by Kiawah River Drive and Thames River Drive to the north, Garonne Street and Forest Park Boulevard to the south, Vineyard Avenue to the east and Moss Landing Boulevard to the west. Adjacent Planning Districts are Planning District F (Vineyards Neighborhood District) and Planning District G (Village Square Neighborhood District) to the south, Planning District I (RiverPark Loop Neighborhood District) to the west, and Planning District K (Lakeside Neighborhood District) to the north. The existing El Rio neighborhood is adjacent to the south. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Specific Plan incorporates five Permitted Uses: Residential: Medium and Low, Open Space: Park Space, Open Space: Neighborhood Parks, Open Space: Landscaped Buffer, and Schools/Community Park. The Plan allows a range of from 220 to 310 units of Residential: Medium. The 6.1 acre neighborhood park serves as a neighborhood focus.

This District also provides a site for an elementary and middle school (Exhibit 2.L) as well as sports fields that can be shared between the school(s) and the community.

Specially Permitted Land Use: Residential: Medium and Low use may be provided on the portion of the Planning District designated for School/Community Park use. A condition of granting the Specially Permitted Use Permit is the submission of a letter from the Rio School District indicating that it does not want to purchase or utilize the land. See note on following page and Exhibit 2.D.

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

Optional Live/Work Units: Yes. See Exhibit 2.C

2.5.2.10 PLANNING DISTRICT **J**: RiverPark Mews Neighborhood District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM and LOW	21.0	0**	220-310
OPEN SPACE: PARK SPACE	1.4	na	na
OPEN SPACE: NEIGHBORHOOD PARKS	6.1	na	na
OPEN SPACE: LANDSCAPED BUFFER	2.5	na	na
SCHOOLS/COMMUNITY PARK	30.4	na	na
Specially Permitted Land Use			
RESIDENTIAL: MEDIUM	(30.4)	na	na
<i>Planning District J Totals</i>	61.4 acres	0 KSF	220-310 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM and LOW	Townhouse or Cluster Residential, Single Family
OPEN SPACE: PARK SPACE	Parks
OPEN SPACE: NEIGHBORHOOD PARKS	Neighborhood Park
OPEN SPACE: LANDSCAPED BUFFER	Landscaped Buffer
SCHOOLS/COMMUNITY PARK	Elementary School Secondary School Community Playfields/Parks
Specially Permitted Land Use	
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential

Notes:

- * Civic Assembly uses(educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

**** Vertical Mixed-Use Overlay: Refer to Section 4.**

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Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District J:

- ❑ Section 4: Residential Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Implementation

2.5.2.11 PLANNING DISTRICT **K**: Lakeside Neighborhood District

Location: Planning District K comprises 18.5 acres in the central-eastern portion of RiverPark. The District is bordered by Kiawah River Drive to the south and the Brigham-Vickers Water Storage/Recharge Basin to the north, Thames River Drive to the east and Moss Landing Boulevard to the west. The District is surrounded by Planning District I (RiverPark Loop Neighborhood District), Planning District J (RiverPark Mews Neighborhood District), Planning District L (Public Facility District) and Planning District M (Water Storage/Recharge Basins & Storm Water Control District) to the north. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: A range of from 70-98 units of Residential: Medium is permitted. The other use is are 8.0 acres of Open Space: Miscellaneous: Dry Swales/Detention Basins and portions of jogging trails.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

Optional Live/Work Units: Yes. See Exhibit 2.C

2.5.2.11 PLANNING DISTRICT **K**: Lakeside Neighborhood District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM	10.5	0**	70-98
OPEN SPACE: MISCELLANEOUS			
Dry Swales/Detention Basins	8.0	na	na
Planning District K Totals	18.5 acres	0 KSF	70-98 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM	Single-Family Residential
OPEN SPACE: MISCELLANEOUS	
Dry Swales/Detention Basins	Dry Swales/Detention Basins

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

**** Vertical Mixed-Use Overlay: Refer to Section 4.**

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3.1	INTRODUCTION
3.2	COMMERCIAL DEVELOPMENT CONCEPT
3.3	PROJECT-WIDE STANDARDS
3.4	STANDARDS FOR SPECIFIC PLANNING DISTRICTS
3.5	BUILDING TYPE STANDARDS
3.6	SUB-DISTRICT DESIGN CHARACTER
3.7	SUB-DISTRICT DESIGN ELEMENT STANDARDS
3.8	SIGNAGE AND LIGHTING GUIDELINES

3.1 INTRODUCTION

3.1.1 Purpose

This Master Plan contains standards which apply to all commercial uses built within the RiverPark Specific Plan Area, except for those commercial uses within the residential neighborhoods. These are regulated by the Residential Master Plan, Section 4. Basic land uses are established by Section 2. Any regulatory issues not addressed by this Specific Plan shall be governed by City of Oxnard requirements.

3.1.2 Organization of the Commercial Master Plan

Section 3.2 presents the Commercial Development Concept for Planning Districts A through E. Standards applying to all commercial development are described in Section 3.3; Section 3.4 then presents the standards specific to each Planning District. Standards for each commercial building type are located in Section 3.5. The following Sections, 3.6 and 3.7, present the desired design character and design elements for the primary commercial Sub-Districts. Standards for commercial signage and exterior lighting are located in Section 5.9 and 5.10 respectively.

3.1.3 Location of Commercial Land Use Regulations

Regulations for commercial land uses are located in Section 3 and Section 4.

3.1.3.1 Commercial Uses Regulated by the Commercial Master Plan, Section 3

- Planning District A: This Planning District consists of two areas: 1) an area containing parcels with existing office uses as well as vacant parcels designated for Commercial: Office uses; and 2) a sub-district designated for a mixed-use land use. This area has two development options.

Development Option A (see Section 4) allows all residential uses with ground-floor commercial, while Development Option B (illustrated and discussed in this Section) incorporates an office campus with Commercial: Office uses as well as an area along Forest Park Boulevard with Residential: High uses, regulated by Section 4.

- Planning Districts B and E: Peripheral, highway-oriented **residential**, office and retail.
- Planning District C: **Residential, hotel and office and commercial uses** which complements and is a western extension of the central Commercial District. **If residential uses are proposed, standards from Section 4, 7R Urban Apartments shall apply.**
- Planning District D: A central commercial Planning District serving local and regional markets. This area includes a mixed-use retail center with optional live/work housing and offices as a vertical mixed-use overlay. An area designated for Residential: High is located at the northern boundary of the District along Forest Park Boulevard.

3.1.3.2 Commercial Uses Regulated by the Residential Master Plan, Section 4

- Commercial and live/work uses within RiverPark residential neighborhoods are allowed on the ground floors of certain residential uses. Standards for commercial uses in these planning districts are contained in the Residential Master Plan, Section 4. Locations of these uses are shown by Exhibit 2.C.

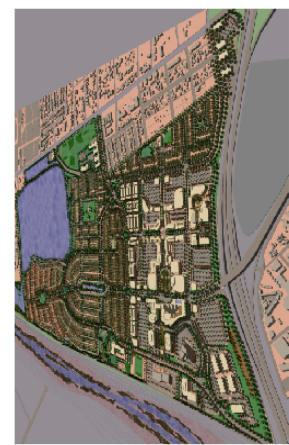
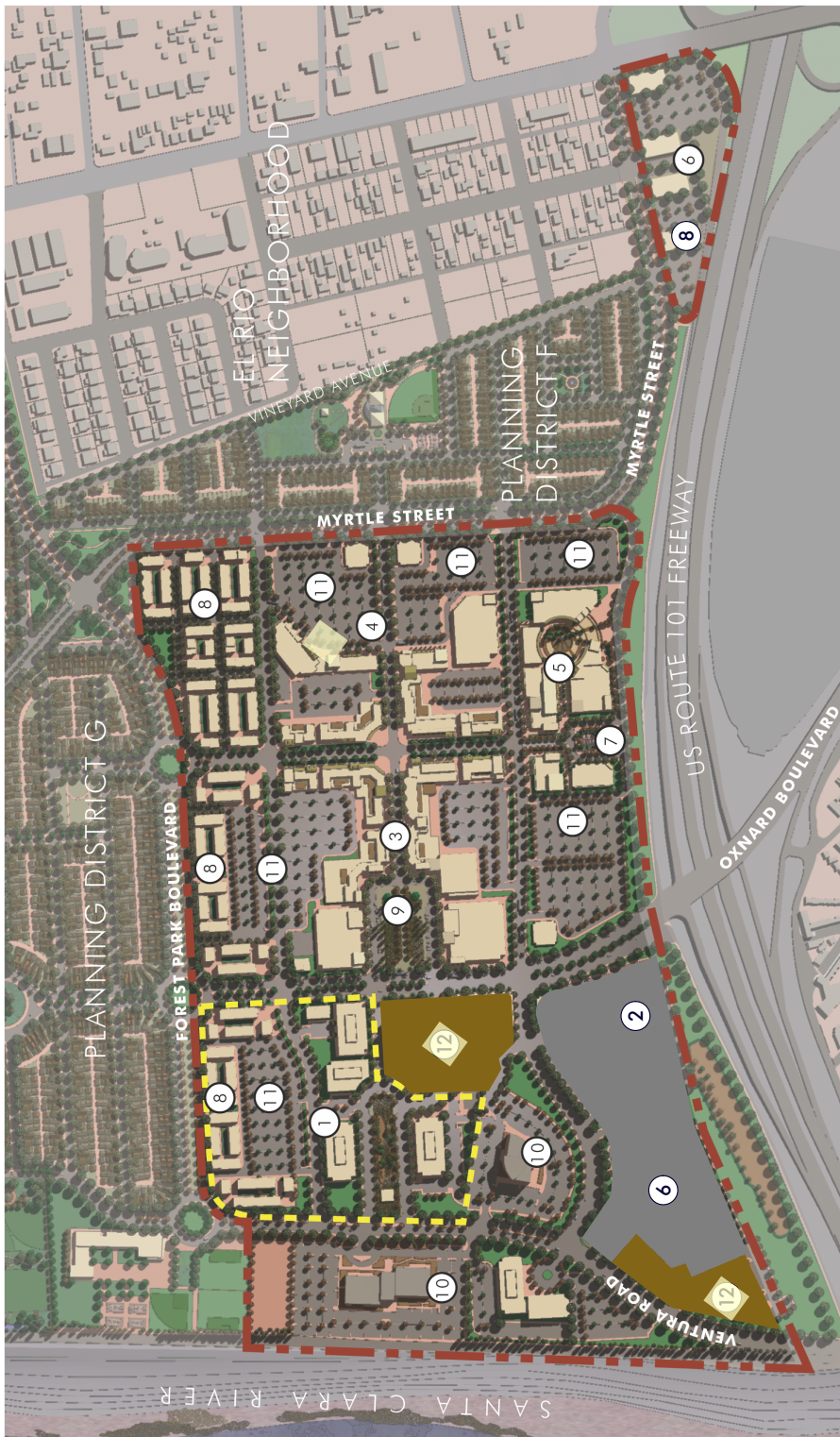
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VIEW FROM SOUTH



⑦ Roadside Market Pavilion

⑧ Residential

⑨ Town Square

⑩ Office Zone

⑪ Parking Field

⑫ Residential, Office or Retail

Commercial District Boundary

Mixed Use Area

Legend

① Mixed-Use Development Option B:
Commercial/Residential
see Section 4 for Development Option A

② Hotel

③ Retail/Entertainment/Restaurants

④ Neighborhood Commercial

⑤ Food and Wine Venue/ Farmers' Market

⑥ Retail/Office

COMMERCIAL DISTRICT ILLUSTRATIVE MASTER PLAN



August 27, 2002

Modified in
SPA 2015

prepared for RiverPark Development, LLC by AC Martin Partners with

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and trails, street striping, and “eyes on the street” provided by the compact residential and commercial development.

- ❑ **Parking:** The parking standards defined by this Specific Plan for each use shall be met by attractive, convenient, well landscaped and lighted, and safe parking areas. Three parking strategies shall be used in the commercial areas of RiverPark: shared parking fields, dedicated parking lots, and dedicated residential parking in Planning Districts A and D. See Section 6 for the Parking Master Plan.
- ❑ **Parking Structures:** Where parking structures are provided:
 - Parking structures should be sited to avoid obstructing the public view and casting shadows on ground-floor pedestrian-oriented uses.
 - The maximum allowable height for above-grade parking structure shall be limited to forty-five (45) feet to the top floor level, measured from grade. **Parking structures wrapped by buildings on at least 3 sides maximum height shall be 7 stories or ninety (90) feet.**
 - Vehicle access should not be located along pedestrian-oriented frontages. Wherever possible, access should be via service roads, alleys, and street frontages that do not contain pedestrian-oriented uses.
 - Where possible, the ground level of parking structures along public streets and paseos should include active pedestrian uses, entrances, and arcades. Active pedestrian uses may include, but are not limited to restaurants, ready-to-eat food sales, retail sales and personal services.
 - Consideration should be given to building permitted uses, such as retail and office, directly attached or “laminated” to the parking structure. These are distinguished from incorporating uses on the ground floor of a parking structure. This “laminating” of the parking structure with other uses will help to integrate the parking structure with the

overall development.

- Parking structures which primarily serve a building or group of buildings in a development shall be compatible in architectural design, scale and materials with the architecture of the served building(s).
- Ramps, cars and sources of artificial lighting shall be minimally visible from public ways and open spaces.

- ❑ **Signage and Lighting:** Signage and lighting standards are located in Section 5.
- ❑ **Mechanical Equipment Screening:** All mechanical equipment must be screened from public view using screening devices consistent with the adjacent architectural design.

3.4 STANDARDS FOR SPECIFIC PLANNING DISTRICTS

3.4.1 Standards Exclusive to Planning District A

- ❑ **Allowed Development Options:** Planning District A contains Office: Commercial and an area designated as mixed-use (Exhibit 2.B). Within the mixed-use area, two alternate mix of uses are allowed: Development Option A: All Residential and Development Option B: Commercial/Residential. Both options are illustrated in Section 2. The requirements for Development Option A and the residential product types in Planning District D are included in Section 4. The requirements for Development Option B (see plan in this Section) follow. Note that the parcel and road layout within the mixed-use portion of Planning District A differs according to the development option chosen.
- ❑ **Location of Streets Open Space and Land Uses:** Development Option B requires the location of streets and open space, as well as the distribution of land uses, as shown in the following graphic; Development Option B Commercial Residential.
- ❑ **Residential Land Use and Product Types:** The Permitted residential land use is Residential:

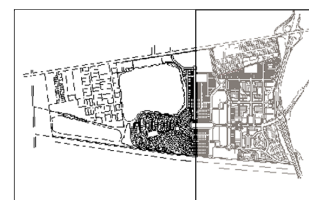
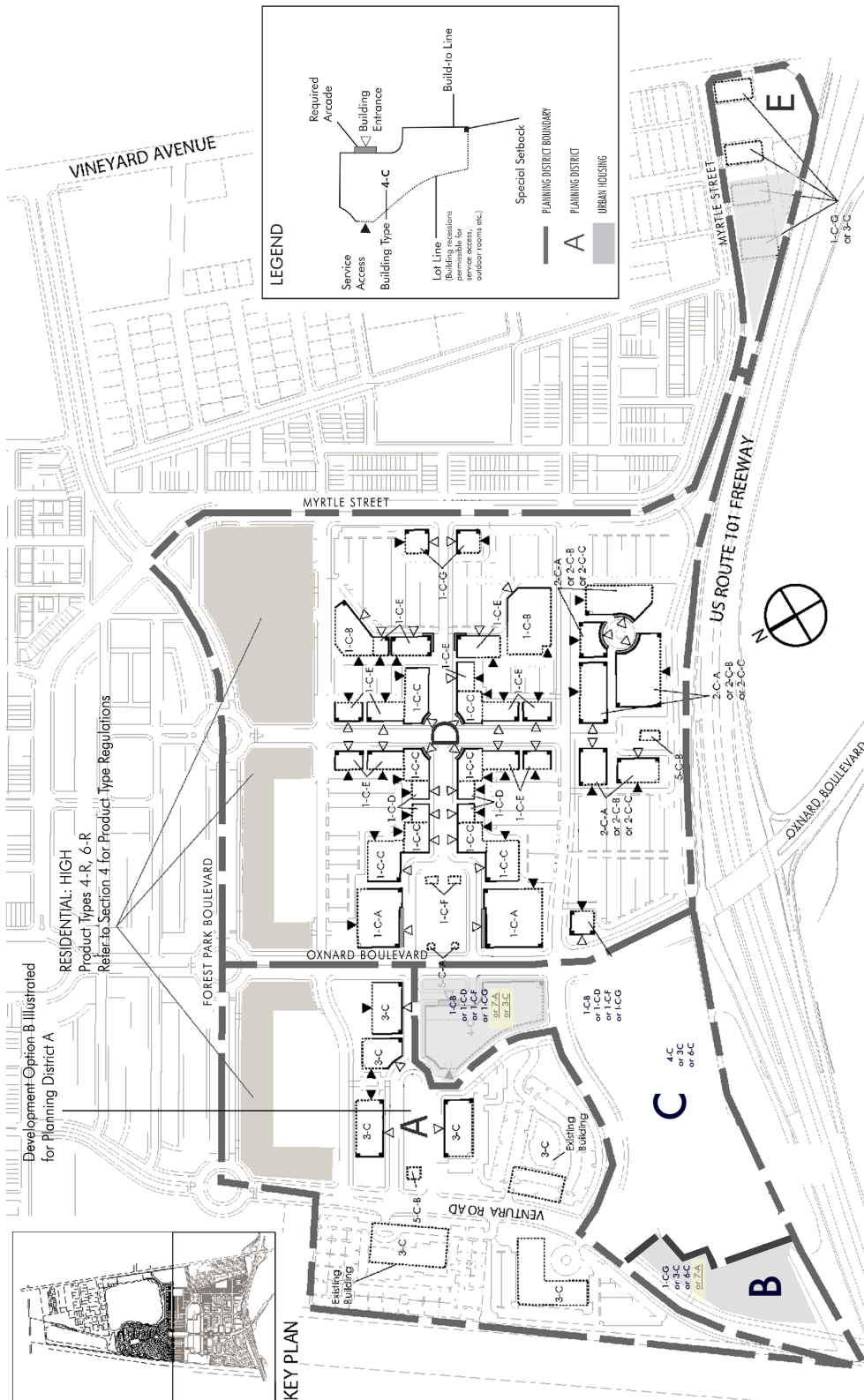
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Development Option B Illustrated
for Planning District A

RESIDENTIAL: HIGH
Product Types 4-R, 6-R
Refer to Section 4 for Product Type Regulations

KEY PLAN

Type 7-A: Residential - type 7R building type
Type 2-C-C: Food & Wine Pavilion / Office Building
Type 3-C: Office Building
Type 4-C: Hotel w/ Ground Floor Retail

Type 1-C-G: Drive Thru
Type 2-C-A: Food & Wine Multi-Story
Type 2-C-B: Food & Wine Demo Factory / Outlet Store

Type 1-C-D: In-Line Retail
Type 1-C-E: In-Line Retail w/ Upper Story Office
Type 1-C-F: Pad Restaurant / Retail

Type 1-C-A: Large Pad Multi-Story Anchor
Type 1-C-B: Large Pad Retail
Type 1-C-C: Multi-Story Mini-Ancor

Type 5-C-A: Stand Alone Kiosk
Type 5-C-B: Civic Kiosk
Type 6-C: Outparcel Commercial

COMMERCIAL REGULATORY PLAN

August 27, 2002
Modified in
SPA 2015

prepared for RiverPark Development, LLC by AC Martin Partners with

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all destinations. They should be narrow to the extent possible, and spatially defined by buildings, trees and lighting, and should discourage high-speed traffic to increase the safety and enjoyment of the pedestrians.

- Whenever possible, the natural terrain, drainage and vegetation should be preserved. Superior examples of existing vegetation should be contained within parks or greenbelts.
- The design of private lots, including the buildings and all related appurtenances, should be well integrated into a memorable neighborhood pattern, reflecting the rich and diverse history of regional building traditions.
- The design features of the fronts of residential structures should relate the house to the street, which is intended as an important space for fostering communication and community. The design and location of stoops and porches as well as the location of living rooms and other more public spaces is particularly important. See the following graphic.

The residential neighborhoods are organized into Planning Districts, each with distinctive centers, edges, open spaces and urban and architectural design characteristics. Any necessary interpretations of the intent of the regulations herein shall be based on the neighborhood planning principles listed above.

The Regulating Plan, or alternate Regulating Plans, for each Planning District define the blocks and lots within which specific Product Types may be constructed. It is through this planning strategy that harmonious streetscapes and unique neighborhood character are ensured.

4.2.3 Location of Residential Uses

Exclusively or primarily residential land uses are located in the six Planning Districts illustrated in Exhibit 2.I:

- Planning District F: Vineyards Neighborhood District.
- Planning District G: Village Square Neighborhood District.

- Planning District H: RiverPark Crescent Neighborhood District.
- Planning District I: RiverPark Loop Neighborhood District.
- Planning District J: RiverPark Mews Neighborhood District.
- Planning District K: Lakeside Neighborhood District.

Housing is also designated as a permitted use in the following Planning Districts:

- Planning District A: Mixed-Use/Office District.
- Planning District D: Town Square Commercial District.
- **Planning District B: West Peripheral Commercial District.**
- **Planning District C: West Corridor Commercial District.**

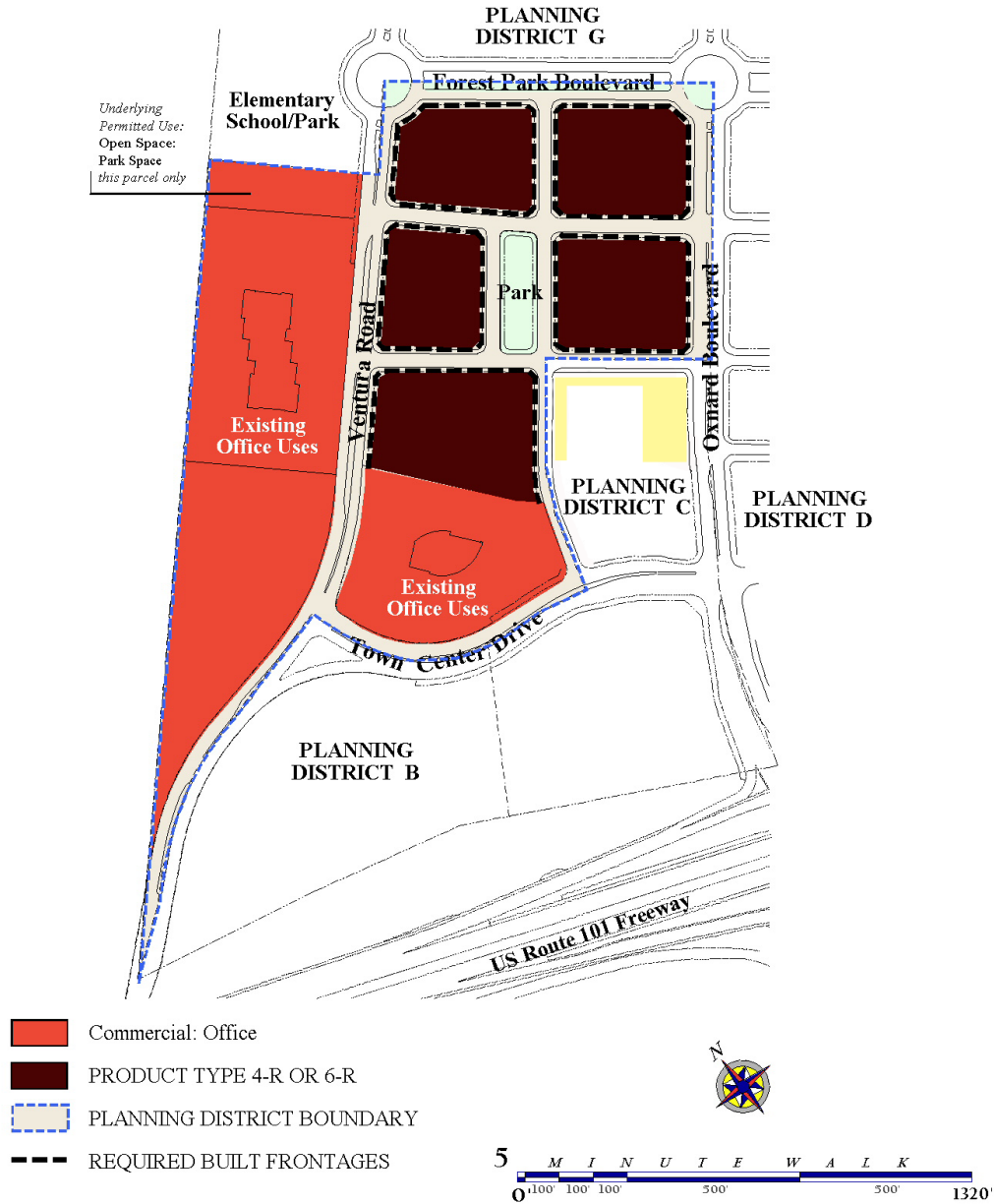
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Note:

See Section 3 for additional land use, development and design standards for Planning District A.

Development option "B" is described in Section 3 of the Specific Plan.

Buildings per the requirements of this section shall front the street along at least 70% of these frontages. Any frontages with parking lots that are visible from the street shall be screened with walls or continuous hedges between 30" and 48" in height (streetwalls) built at the building setback line.

*Planning District A: Mixed Use/Office District
Regulating Plan Diagram for Development Option A: All Residential*

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7-R Apartments - Urban**Lot Frontage**

Lots front the public street

Lot Area Min. 20,000 s.f.

Lot Width Min. 100'

Building Envelope

Lot Coverage 90% max.,
not including porches and stoops

Building Height
90' maximum

Setbacks

Front Min. 5'

Side Min. 5'

Rear Min. 5'

Permitted Encroachments

Porches: Max. 5'

Eaves: Max 5'

Balconies: Max. 5'

Building Orientation and Use

- Buildings uses shall be in accordance with the Regulating Plan. See Section 2 for land use types.
- **Service Requirements**
- Access to parking shall be from a common drives shared with adjacent lots, or by drives within the lot spaced not more than 250' on center.
- Access to trash collection, dry utility meters and other service functions shall be within the areas designated for parking or within the block and not visible from the street.

Parking and Open Space Requirements

- Each dwelling unit shall be provided with at least 1 on-site parking space. Units with 2 bedrooms shall be provided with 1½ spaces, and units with 3 or more bedrooms shall be provided with 2 spaces. These parking requirements are inclusive of guest parking. For affordable housing, parking will be governed by State Code.
- Surface parking lots that are visible from the street shall be screened by landscaping.
- Parking may be located in in a podium, a wrapped parking structure or subterranean. Distance from an entrance to a parking structure to a residential entrance shall be 300' maximum.
- A Parking Management Plan (PMP) describing parking counts, onsite and curbside parking management and enforcement practices will be required for all apartment projects. The PMP shall be approved by the City Traffic Engineer. The PMP may allow shared parking arrangements with adjacent uses or districts.
- Curbside parking may be used to partially satisfy the requirement for guest parking which cannot be met on site, when and where possible based on the Parking Management Plan.
- Secure mail and parcel delivery provisions shall be included, coordinated with Oxnard Police Department (OPD).
- Long term and short term bicycle storage per the city's Bicycle Master Plan shall be provided to meet residential unit storage requirements.
- Common and private open space combined shall be a minimum of 20% of the area of the lot, and can be yards or courts at grade, roof decks, or individual or common balconies. Balconies, if provided, must be a minimum 6' x 8' in size. All other common exterior open spaces must be a minimum of 15' in width. Location of these spaces should be designed so that all units have reasonable access to some form of open space. Common space alone shall be a minimum of 10% of lot area, and amenities shall be provided, including at least one of the following: Swimming pool, spa, sports court, BBQ and picnic facility, recreation room, or exercise course and stations. Interior common spaces can count toward this requirement if recreational amenities are provided.

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update through 3/2012



prepared for RiverPark Development, LLC by AC Martin Partners with

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another in the commercial district. This parking overview function is realized by implementing a parking management plan for each development project, as described later in this Section.

- ❑ **On-Street Parking:** To facilitate the project as a pedestrian-oriented, mixed-use district, the plan allows a carefully-controlled disposition of on-street parking to meet a limited proportion of the parking requirement. This inclusion of the on-street parking for visitors and customers—both by calculation and by design—is crucial to the success of any mixed-use, pedestrian-oriented district. The hallmark of pedestrian-oriented development is that front doors of businesses and residences face the public street, which cannot function unless visitors and customers are actually using those doors—thus the parking must be on the street. The on-street parking, located in the immediate vicinity of the use the parking serves, is also governed by a project-specific parking management plan.

6.2.5.2 Specific Regulations

❑ Parking Requirements for Mixed-Use Neighborhoods

The mixed-use neighborhoods (Planning Districts A, G, I, J, and K shown in Exhibit 2.C) which surround the commercial core of RiverPark (Planning Sub-Districts B, C and D) utilize off-street parking for residents and a combination of on-street and off-street parking for visitors and customers depending on the specific location and building type used. The parking requirements for these neighborhoods are defined for each permitted building type in Section 4 of this Specific Plan.

For blocks where both commercial and residential uses are proposed by a Builder/Developer, a Parking Master Plan must be prepared. This plan will be evaluated as part of the Design Review Process to assure that the required parking is available and that shared parking is utilized when possible to avoid an oversupply of parking lots. The Development Services Director/ Planning Manager when determining that the availability of visitor and customer parking is likely to change over time, may require that a Parking Management Plan be prepared and implemented for the block(s) in question.

❑ Commercial Area Parking

- Commercial area parking in Planning Districts A through E will fulfill the minimum off-street parking requirements of this Specific Plan and will provide the parking required for a viable and successful commercial center.
- Shared parking will be allowed where appropriate, particularly in the commercial districts (Planning Districts A through E) and the parking areas behind mixed-use residential building types 4-R and 5-R
- The parking requirement may be accommodated by a combination of lot parking, as well as street parking near the business the parking serves, or on another site by way of a shared parking proposal approved initially by the Master Developer and then by the City of Oxnard Development Advisory Committee and the Development Services Director/ Planning Manager.
- **Where residential uses are proposed as alternates within commercial districts, the residential portion of the required parking must be met independently of any shared parking arrangement.**

Exhibit 6.D illustrates a potential parking scenario for the primarily commercial Planning Districts A through E. It should be understood that the parking locations shown by this graphic are potential locations which support only one of many development scenarios which may actually be built. The actual locations will have to be approved on a case-by-case basis, as specific development projects with their accompanying parking management plans are submitted for review.

❑ Parking Management Plan

A Parking Management Plan must be incorporated in the submission for any commercial development in Planning Districts A through E. The plan shall identify a system for managing on- and off-street parking to ensure that it will be available for visitors and customers.

The Parking Management Plan must address the entire block in which a development is located,

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is available, and that shared parking is utilized when possible to avoid an oversupply of parking lots. The plan must take into account the change in parking demand over time as development proceeds.

- 2) A system for managing on-street parking to ensure that it will be available for visitors and customers. Management techniques may include time limits or other measures to prevent the on-street parking being used up by residents or employees of businesses, who must park off-street.
- 3) Standards for the location and phasing of parking structures should sufficient at-grade parking not be available in the future.

❑ Parking Space Size

Full size parking spaces shall be a minimum of 9'x 19'. **Parking may overhang per OMC 16-636 (B & C). Parking drive aisles shall be a minimum of 25' wide. Driveway approaches shall be a minimum of 22' wide and a maximum of 31' wide for pedestrian safety.** The Master Developer will work with the City to assure that the distribution of spaces will best serve parking demand.

❑ Commercial Parking Ratios

Off-street parking shall be provided in accordance with City standards. A land use and its required parking shall be located within the same Planning District.

In case of a conflict between any provisions of this Plan and the Oxnard Zoning Ordinance, the provisions of this Plan shall govern. In matters on which this Plan is silent, the Oxnard Zoning Code shall govern. In the case of conflicts between the provisions of this plan and the Uniform Building Code (UBC), the UBC shall govern.

6.2.6 Public Transportation

The RiverPark development is designed to encourage maximum use of public transportation as an alternative and supplement to the use of private automobiles.

The term “public transportation” is used here as a

general term. It refers to the standard services provided by Oxnard’s public bus operator as well as other bus services, local shuttles, taxis, “dial-a-bus,” airport shuttles and other services which operate in the area now and in the future.

Regardless of the specific service or mode, increasing the use of public transportation is an essential element in meeting local and regional planning objectives, addressing air quality concerns, as well as improving the quality of life for all. It is also essential for those individuals who are transit-dependent.

Several features of the Specific Plan encourages the use of public transportation:

- ❑ Ensuring that development will be in the form of complete, mixed-use neighborhoods with an interconnected network of pedestrian-oriented streets, such that the use of transit for travel to, from and within the District is both pleasant and likely.
- ❑ Providing a street network within the community that facilitates the efficient movement of public transportation vehicles throughout the development.
- ❑ Providing direct linkages to key local and regional arteries, namely Oxnard Boulevard and Vineyard Avenue.
- ❑ Providing a road system design that ensures safe and efficient transit stops.

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needed to link RiverPark to the City of Oxnard and to support most anticipated residential, commercial and office development within RiverPark Areas “A” and “B.” Work is anticipated to incorporate: a) the remediation program for the mining pits in RiverPark “B” and construction of all water storage/recharge basin and storm water control facilities; b) construction of the Phase One backbone infrastructure including roads and utilities; c) grading of RiverPark “A” to create required drainage and building pads; and d) construction of related landscape improvements including Town Square and entry monuments.

Timely completion of the State Route 1/US Route 101 Freeway interchange by Caltrans is critical to the development of RiverPark “A” and the completion of Phase One. This interchange will connect the existing Oxnard Boulevard north across the Ventura Freeway to RiverPark, as well as provide direct access from the freeway to the main entry to the Project at Oxnard Boulevard.

Phase Two will complete the backbone road and utilities and development pads in Planning District H, thereby completing all infrastructure required of the Master Developer with the exception of roads within Planning District D.

Phase Three is limited to the completion of roads and development pads in Planning District D.

Build-out will be, in part, dependent on providing the transportation system improvements called for in the Circulation Master Plan portion of this document (Section 6.2), the City of Oxnard Circulation Element and the City’s fifteen-year circulation system improvement plan.

7.5.2 Development Options

7.5.2.1 Development in the Mixed-Use Portion of Planning District A

The following requirements apply to development only within the Planning District A mixed-use area:

One of two development options may be exercised:

- 1) *Development Option A: All Residential:* Development will be guided by the regulatory plan and related residential regulations contained in Section 4, Residential Master Plan. The land use

plan for this option is located in Section 2.

- 2) *Development Option B: Commercial/Residential:* The regulatory plan for Development Option B: Commercial/Residential and regulations of commercial building types are contained in Section 3, Commercial Master Plan. Regulations for residential building types used in Development Option B are contained in Section 4, Residential Master Plan. The land use plan for this option is located in Section 2.

Development Options A and B are the only options permitted by the Specific Plan. Other road layouts and/or changes of the indicated uses will require a change in the Specific Plan.

The road and parcel locations differ between the two options. Therefore, first development within the mixed-use area, whether residential or commercial, will determine which of the two Development Options will be utilized for the rest of the mixed-use portion of Planning District A.

The first Builder/Developer who develops residential or office uses within the mixed-use area will propose to the City which of the two Development Options are implemented, according to Specific Plan requirements. The requirements for the development option chosen will apply to all future development within the mixed-use area.

7.5.2.2 Development in Planning District B

The following requirements apply to development within Planning District B:

One of two development options may be exercised:

- 1) *Development Option A: All Residential:* Development will be guided by the residential regulations contained on page 4.32. The land use plan for this option is located in Section 2.

- 2) *Development Option B: All Commercial:* The regulations of commercial building types are contained in Section 3. The land use plan for this option is located in Section 2.

The first Builder/Developer who develops residential or office uses within the mixed-use area will propose to the City which of the two Development Options are implemented, according to Specific Plan requirements. The requirements for the development option

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chosen will apply to all future development within the mixed-use area.

7.5.2.3 Development in the Mixed Use Portion of Planning District C

The following requirements apply to development only within the Mixed Use portion of Planning District C:

One of two development options may be exercised:

1) **Development Option A: All Residential:** Development will be guided by the residential regulations contained on page 4.32. The land use plan for this option is located in Section 2.

2) **Development Option B: All Commercial:** The regulations of commercial building types are contained in Section 3. The land use plan for this option is located in Section 2.

The residential development options in Districts B and C will be subject to the limitations indicated in 7.10.4

Maximum Development Based on Residential Development Options		
Residential Options Selected per District (B& C only)	Maximum Residential Units of Options Chosen	Maximum Commercial Development
B & C	3,656	1,761,623
B	3,376	1,915,270
C	3,323	1,944,353
No Residential	3,043	2,098,000

7.5.3 Distribution of Dwelling Units and Commercial Among Districts

Each Planning District has a range of allowable dwelling units and maximum commercial development, as shown by Exhibit 2.J the Land Use Summary. The total of the allowable dwelling units per Planning District based on the range exceeds the project-wide maximum of 3,656 dwelling units.

To assure that the project-wide maximums are not exceeded, the Master Developer shall monitor the number of units and commercial square footage built within each Planning District as development proceeds in order to assure that units are not overly

concentrated in some districts, that the commercial maximum is not exceeded, and that the total number of units developed does not exceed 3,656.

7.6 FINANCING AND FUNDING

7.6.1 Financing and Funding Principles

The policies described in this section shall govern the funding of facilities and public services for the RiverPark Specific Plan. The principle underlying these policies is that RiverPark should pose no financial burden or obligation on the City of Oxnard or other jurisdictions beyond their meeting State and City requirements related to providing such services as school, fire and public safety.

Accordingly, the Master Developer, in combination with Builder/Developers, will:

- ❑ Pay the full cost of the infrastructure needed to serve RiverPark.
- ❑ Fund the costs of mitigating adverse impacts on the City's existing utility and transportation infrastructure.
- ❑ Provide for a fair allocation of costs among land uses.

7.6.2 Financing and Funding Policies

The following policies govern the financing of infrastructure and public services for the RiverPark Specific Plan in accordance with the above principles:

- ❑ **On-Site Public Infrastructure:** The Master Developer will fund the full cost of public infrastructure and public services within the Specific Plan Area. These funds shall come from revenues generated by development within the Specific Plan Area, except where specific existing City, County, District or State sources are available.
- ❑ **Off-Site Public Infrastructure:** The Master Developer will fund the "fair share" costs of public infrastructure outside of the Specific Plan Area required to support development within RiverPark. Construction of the various off-site circulation improvements will be funded by a combination of sources. These include City, County, and State developer financing and an

Modifications and/or Specially Permitted Uses are made to, and decided by, the Planning Commission.

5b. Final Project Plan: The Builder/Developer prepares construction documents meeting City of Oxnard requirements, while incorporating comments and/or conditions established by the Planning Commission or Development Services Department Director/Planning Manager. The RDAG will review the Final Project Plan to assure that the construction documents incorporate all design comments made to date, and then submit a recommendation to the City.

Phase 6: Building Permit

- ❑ **Plan Check and Building Permit:** The Builder/Developer prepares construction documents meeting all Specific Plan and City of Oxnard requirements and submits the plans and other required material to the Oxnard Building Department for the necessary approvals.

7.9.5 Roadway Approval

All Oxnard roadways, including those governed by the Specific Plan, must be approved by the City prior to their implementation. Discussions have been held with the appropriate agencies (e.g. fire, sanitation, traffic and police) concerning the roadway cross sections shown in this document and these roadways will each accommodate the appropriate functions. Any changes from these sections, or any relocation, other treatment or other uses tributary to these sections, will be considered by the City and additional approvals may be required.

7.9.6 Signage Approval

All submittals to the City shall be consistent with the requirements of the Specific Plan and the Signage and Lighting Guidelines document, including requirements for submission exhibits.

7.9.6.1 Preliminary Review

The Preliminary Signage Plan shall be submitted as part of the submission for Phase 4a of the Project Review and Approval Process, as described in Section 7.14.

7.9.6.2 Final Approval

Signage plans which incorporate the design review comments made at the Preliminary Review stage shall be submitted as part of Phase Five of the Project Permitting Process.

7.10 OTHER ISSUES

7.10.1 Effects of a General Plan Amendment on the Specific Plan

Adoption of amendments to the 2020 General Plan or a General Plan Update by the City will not necessarily require amendment of the Specific Plan. But any subsequent discretionary approval or amendment to the Specific Plan must be consistent with the General Plan, as amended and/or updated, except to the extent that such change in the General Plan deals with matters in which the Developer/Applicant shall possess vested rights under the terms of a Development Agreement entered into between the Developer/Applicant and the City.

7.10.2 Environmental Issues

The City of Oxnard has certified the Project Environmental Impact Report in association with approval of the RiverPark Specific Plan.

Mitigations for all identified impacts are defined by the adopted Mitigation Monitoring Program. All mitigations identified will be implemented as required.

7.10.3 Affordable Housing Guidelines

Within the Specific Plan Area, 140 residential units will be affordable to very low income households. Also, 140 residential units will be affordable to low income households, and 112 residential units will be affordable to moderate income households. In addition, the developer of the residential units within Planning District H shall be required to pay the applicable affordable housing in lieu fee for each residential unit constructed. The above numbers may also be increased by the application of a density bonus pursuant to City Ordinance. Any subsequent development that increases residential units above 3,043 through a Specific Plan Amendment must provide a minimum of 15% of those units as affordable, **split as 5% Very Low Income, 5% Low Income, and 5% Moderate Income.**

7.10.4 Residential Unit Mix within Residential Very High Districts

Within the Residential Very High portions of Districts B and C, the number of residential units collectively will be limited to up to 613 units and by the bedroom unit type. The maximum number of units per bedroom unit types are as follows:

Studio Units	68
One Bedroom Units	300
Two Bedroom Units	215
Three Bedroom Units	30

If a development is proposed that would require an increase in the maximum number of a specific unit type or types, a corresponding decrease in another unit type or types will be required, utilizing a conversion rate of 1.18 persons per bedroom. The Master Developer and TMP will monitor the unit type mix of the Residential Very High portions of Districts B and C to insure that the maximum overall unit count and bedroom unit types are not exceeded.

7.11 TEMPORARY USES

7.11.1 Temporary Use - Defined

A “temporary use” is one which occupies a parcel of land for a period of more than one hour within a twenty-four-hour period, but less than the maximum time limits set forth herein and which does not utilize any permanent structures except as otherwise permitted herein.

7.11.2 Temporary Use - Permitted

No uses listed in this section shall be conducted unless a temporary use permit or special use permit authorizing such a use has been approved.

The following temporary uses which are further defined in the City Code, may be permitted subject to the granting of a temporary use permit in accordance with the provisions of this article:

- (a) Residential Land Use Districts, or property for which a residential use has been approved:
 - (1) Construction signs, defined as a sign stating the names of those individuals or firms

directly connected with the construction project. Said sign may include the name of the city in which the business is located and emergency phone numbers.

- (2) Sales or rental offices (used only for the sale or rental of residential properties which are part of a project containing five or more contiguous lots or units, said offices to be located on or immediately adjacent to the site of the project and as further regulated by section 7.11.8).
 - (3) Sub-division model homes and related facilities.
 - (4) Sub-division signs.
 - (5) Temporary construction yards and offices (used only in conjunction with development of uses permitted by the applicable land use district, said offices and yards to be located on or immediately adjacent to the site of the development. One adult caretaker may be present during nonconstruction hours).
 - (6) Youth, charitable or nonprofit organization projects.
 - (7) Other temporary uses, which the development services director has determined to be compatible with the land use district and surrounding land uses.
- (b) Commercial and Office Land Use Districts:
- (1) Those temporary uses listed in section 7.11.1 (a).
 - (2) Christmas tree lots.
 - (3) Grand opening signs, banners and other similar temporary signage excluding balloons and other inflatables.
 - (4) Auctions.
 - (5) Outdoor carnivals, circuses and rodeos.
 - (6) Outdoor concerts.
 - (7) Other outdoor shows.
 - (8) Outdoor religious revival meetings.

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Lanes or Lane Streets: See *Alleys*

Live/Work Unit: A building type as defined in Section 2 which allows retail or commercial use on the ground floor of a residential unit in residential neighborhoods. The ground floor of such a unit is often used for a home business, as an artist studio or a workshop. Refer to Section 4. As defined by “City of Oxnard Mixed Use Development Policy”.

Live/ Work Use: Residential premises used for the transaction of business or the supply of professional services. Home occupation shall include the following: agent, architect, artist, broker, consultant, dentist, doctor, draftsman, dressmaker, engineer, interior decorator, lawyer, notary public, teacher, or other similar occupations, as determined by the DAC or the City of Oxnard Mixed Use Development Policy. Such use shall not simultaneously employ more than two persons. The total gross area of the home occupation use shall not exceed 30 percent of the gross square footage of the residential unit.

Lot: The individual land area on which a single family detached unit is located.

Major Deviation: A deviation from numerical standards of the Specific Plan by more than 15%.

Master Developer: The Specific Plan requires that a Master Developer entity (or two Master Developers, one for residential and one for commercial development) assume the primary responsibility for implementing the project according to and in conformance with the design intent of the Specific Plan and related documents until all development parcels are built out.

The Specific Plan requires that, following adoption of the Specific Plan, Master Developer responsibilities include, but are not limited to: installing backbone road and utilities infrastructure, providing public open space, selecting Builder/Developers, monitoring the allocation and maximum number of units within and among Planning Districts, and monitoring the total number of dwelling units to assure that they do not exceed the maximum of **3,656** established by the Specific Plan.

Media Niche: An architectural projection commonly used to house media cabinets and equipment in a residential application. Media niches must be

combined with other architectural features such as a fireplace chimney. The media niche portion of a projection shall not exceed 6’ in length parallel to the structural envelope of the building.

Minor Deviation: A deviation from numerical standards of the Specific Plan up to 15%.

Multi-Family: Dwelling units grouped within a building and sharing a street entrance with other dwelling units. Maximum density is **80** d.u. per acre.

Net Acreage: The area of a site within its property lines. Distinguished from **Gross Acreage**. **Note that Net Acreage should be used when determining residential density (unit count per acreage).**

Paseo: An outdoor, uncovered pedestrian walkway in commercial and residential areas which lead from the rear to the front of the property. This walkway is attractively landscaped, hardscaped and lighted in a manner to maximize safety and security as well as to encourage pedestrian use.

Pedestrian Lighting: Lighting primarily designed to illuminate pedestrian pathways including sidewalks. Distinguished from street lighting that is primarily designed to illuminate streets.

Permitted (or By-Right) Uses: Specific Plan land uses which require review and approval by the Development Services Manager/Planning Manager. Distinguished from “Specially Permitted” land uses which require review and approval by the Oxnard Planning Commission and a Special Use Permit.

Planning Commission: The City of Oxnard Planning Commission.

Planning District: One of thirteen designated areas of the RiverPark Specific Plan, labeled “A” through “M.” Each Planning District has distinct land uses, environmental character and development requirements. Planning District boundaries and characteristics are defined in Section 2.

Private Street: A street, as distinguished from a lane or alley, which is located within a development provided by a Builder/Developer on private land. A private street is generally used for on-site circulation.

Product Type: The basic unit of residential development. Each product type has associated de-

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velopment requirements such as lot dimensions, building envelope, building orientation and use, service requirements and parking requirements. The RiverPark Specific Plan defines residential product types in Section 4. The location of these product types is defined in the residential regulatory plans in Section 4.

Project: The construction, addition or structural alteration of commercial, residential or institutional buildings and related facilities, or a change of use, within the Specific Plan Area by a Builder/Developer.

Refers to specific development projects on parcels within RiverPark, as distinguished from RiverPark as a whole. A project does not include permits for electrical, mechanical, plumbing, demolition or similar permits; certain fences or walls, signs, minor grading permits, reconstruction of a building damaged or destroyed by fire, flood, wind, earthquake or other calamity or act of nature or the public enemy, and any construction for which a building permit is required in order to comply with a public safety order.

The term sometimes refers to RiverPark as a whole. Context should indicate which meaning is intended.

Project Plan: The design for each project which is submitted to the City of Oxnard by a Builder/Developer during the Project Review and Approval Process.

Project Review and Approval Process: The Process defined in Section 7 by which a Builder/Developer obtains from the City the permits required to construct a development project. This process includes review by the Master Developer and the City for conformance of the Project Plan of each development with the Specific Plan and related documents.

Public Realm; Public Open Spaces: Areas of RiverPark other than those sold to Builders/Developers for private development. These include all landscaped open spaces, parks, circulation corridors for motor vehicles, pedestrians, and bicycles (public rights-of-way), storm water and water runoff control facilities. The setback areas of private development parcels between the building and public access street are

also considered part of the public realm. See also "Street Space."

Public Right-of-Way: Areas within RiverPark designated for pedestrian and/or vehicular circulation with associated utilities and streetscape improvements. This land cannot be sold to Builders/Developers.

Regulations: Generic term for rules governing development in all public and private areas of the RiverPark Specific Plan Area. Includes guidelines and standards.

Residential: Premises used primarily for human habitation. Units shall not be less than 450 square feet in net area.

Residential: Low-Medium: A land use category allowing dwellings at 8-12 dwelling units per gross acre. Permitted building types are single-family detached.

Residential: Medium: A land use category allowing dwellings at 12-18 dwelling units per gross acre. Permitted building types are single-family and multi-family attached or detached.

Residential: High: A land use category allowing dwellings at 18-30 dwelling units per gross acre. Permitted building types are single-family and multi-family attached or detached.

Residential: Very High: A land use category allowing dwellings at 30-80 dwelling units per gross acre. Permitted building types are multi-family attached.

Residential Uses: Refers to the residential land use categories: Residential: Low-Medium (Single-Family); Residential: Medium (Townhouses); and Residential: High (Multi-Family Residential); **Residential: Very High (Urban Apartments).**

RiverPark "A": RiverPark "A" consists of all of the Specific Plan area south of Garonne Street. This area includes commercial, office, hotel/convention and residential uses.

RiverPark "B": RiverPark "B" refers to the Specific Plan area north of Garonne Street. This area is devoted primarily to residential communities with parks, schools and water control facilities including water storage recharge basins.

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RESOLUTION NO. 2022-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING THE SIXTH AMENDMENT TO RIVERPARK DEVELOPMENT AGREEMENT NO. 6128 (PLANNING AND ZONING PERMIT NO. 20-670-04) AND RECOMMENDING THAT THE CITY COUNCIL CERTIFY ADDENDUM NO. 15 TO FINAL ENVIRONMENTAL IMPACT REPORT NO. 00-03 FOR THE RIVERPARK SPECIFIC PLAN, GENERALLY LOCATED NORTH OF THE VENTURA FREEWAY (HIGHWAY 101), WEST OF EAST VINEYARD AVENUE, EAST OF THE SANTA CLARA RIVER, AND SOUTH OF CENTRAL AVENUE. FILED BY ANN WALSH OF SHEA PROPERTIES, 2751 PARK VIEW COURT, SUITE 261, OXNARD, CA 93036.

WHEREAS, on September 10, 2002 the City Council approved the entitlements for The RiverPark Specific Plan to guide future development on the 702-acre project site; and

WHEREAS, On September 10, 2002, the City Council adopted Ordinance No. 2605, approving Planning and Zoning Permit No. 01-5-46 (Development Agreement No. A-6128) between the owners of the RiverPark Project and the City of Oxnard; and

WHEREAS, On December 14, 2004, the City Council adopted the first Development Agreement Amendment which incorporated properties located within the RiverPark Specific Plan that were acquired by RiverPark A and RiverPark B after the effective date of the DA, including clarifications of duties and ownership relating to RiverPark and the previous project for park of the site, the Oxnard Town Center development; and

WHEREAS, On July 16, 2007, the City Council adopted the second Development Agreement Amendment, which incorporated changes related to the ability to locate a multiplex theater in District D of the RiverPark Specific Plan area; and

WHEREAS, On October 5, 2010, the City Council adopted Ordinance No. 2830 approving the third Development Agreement Amendment, maintaining development fees at current levels for an extended period of time, based on market conditions at the time; and

WHEREAS, On July 5, 2012, the City Council adopted Ordinance No. 2856 approving the fourth Development Agreement Amendment to reflect changes in numerical values for commercial square footage and residential units proposed in the fourth amendment to the RiverPark Specific Plan, along with construction timing milestones and fee adjustments; and

WHEREAS, On December 10, 2013, the City Council adopted Ordinance No. 2877 approving the fifth Development Agreement Amendment maintaining traffic development fees at current levels for an extended period of time; and

WHEREAS, in July 2002 the City Council certified Final Environmental Impact Report (FEIR) No. 2000-03 (State Clearinghouse No. 2000051046) and adopted a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The RiverPark Specific Plan and the anticipated build out of the 702-acre specific plan site. The FEIR No. 00-03 found four areas of significant impacts (Earth Resources-Mineral Resources, Water Quality, Agricultural Resources, and Cultural Resources-Historical Resources); and

WHEREAS, the Planning Commission of the City of Oxnard ("**Planning Commission**") has considered an application for Planning and Zoning Permit No. 20-670-04 ("**Project**"), a sixth amendment to Development Agreement No. A-6128 (Development Agreement) between the CITY OF OXNARD, a municipal corporation of the State of California (the "City") and SOCM I, LLC, a Delaware limited liability company ("SOCMI"), RIVERPARK POINTE, LLC, a Delaware limited liability company ("Riverpark Pointe"), RIVERPARK LANDING, LLC, a Delaware limited liability company ("Riverpark Landing"), OAKMONT OF RIVERPARK LLC, a California limited liability company ("Oakmont"), SUNFLOWER, LP, a California limited partnership ("Sunflower"). Collectively, SOCMI, Riverpark Pointe, Riverpark Landing, Oakmont, and Sunflower are referred to herein as the "Riverpark Commercial Area Developers." (collectively referred to "Applicant" or "Developer" in the record of proceedings); and

WHEREAS, the Sixth Development Agreement Amendment (DAA) shall allow for a time extension, impact fee modifications, and define future affordable housing requirements. The proposed changes are included in Exhibit A to this Resolution; and

WHEREAS, on December 16, 2021, the Planning Commission of the City of Oxnard ("**Planning Commission**") conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for a Development Agreement (PZ 20-670-04) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, on December 16, 2021, the Planning Commission made a motion to continue the Project to the Planning Commission meeting on January 13, 2022, and

WHEREAS, the Planning Commission finds, after due study, deliberation and a duly noticed public hearing on January 13, 2022, and received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, and that the project meets the criteria set out in California Government Code 65864 through 65869.5; and

WHEREAS, an EIR Addendum was prepared to summarize the site specific technical clarifications with respect to the following impact analysis areas associated with the proposed SPA and Development Agreement Amendment (DAA) Land Use, Aesthetic, Earth Resources, Biological Resources, Water Resources, Transportation and Circulation, Agricultural Resources, Air Quality, Noise, Public Schools, Fire Protection, Police Protection, Parks and

Recreation, Solid Waste Management, Library Services, Stormwater Drainage, Water Supply and Distribution, Wastewater Service, Entergy, Cultural Resources, Hazards, Wildfire, and Tribal Cultural Resources. The EIR Addendum concluded that no additional significant impacts were identified in Addendum No. 15 prepared for this Project, nor would the Project substantially increase the severity of previously anticipated significant impacts. No additional mitigation measures are required; and

WHEREAS, pursuant to CEQA Guidelines §15164, the Commission considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project; and

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, the Planning Commission has determined that minor changes are proposed to the project for which an FEIR were previously certified; and that an Addendum is the appropriate environmental document to evaluate the minor changes in the Project, and has prepared an Addendum thereto because the proposed changes to the original Specific Plan and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts. The Planning Commission has determined that there is no substantial evidence that the Project would result in new or substantially more severe impacts than those identified in FEIR No. 00-03. Rather, all of the impacts associated with the Project are within the envelope of impacts addressed in the Certified FEIR and do not constitute a new or substantially increased significant impact. Accordingly, none of the conditions that trigger the need to prepare a subsequent Environmental Impact Report pursuant to CEQA Guidelines § 15162 would occur; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the proposed Development Agreement Amendment is consistent with the 2030 General Plan; and

WHEREAS, the pursuit of the Development Agreement Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As initially outlined in Section 6(b) and Attachment F of the Planning Commission Staff report dated December 16, 2021, and with the removal of the Residential: Very High land use from District D of the RiverPark Specific Plan Amendment and not allowing additional housing in District D, the proposed Development Agreement Amendment is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;

2. As initially outlined in Section 6(h) of the Planning Commission Staff report dated December 16, 2021, and with the removal of the Residential: Very High land use from District D of the RiverPark Specific Plan Amendment and not allowing additional housing in District D, the proposed Development Agreement Amendment is a logical refinement and internally consistent with the adopted RiverPark Development Agreement;
3. As determined in the Addendum to FEIR No. 00-03, the proposed Development Agreement Amendment will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare; and
4. As initially outlined in Section 6(c - g) of the Planning Commission Staff report dated December 16, 2021, and with the removal of the Residential: Very High land use from District D of the RiverPark Specific Plan Amendment and not allowing additional housing in District D, the proposed Development Agreement in association with the RiverPark Specific Plan Amendment conforms to adopted City standards and constitutes good City planning; and

WHEREAS, the Applicant agrees that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this 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. 20-670-04 (Amendment No. 6 to Development Agreement No. A - 6128) to amend the Development Agreement pursuant to Exhibit A, 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 Riverpark Development Agreement Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The Planning Commission finds that the Riverpark Development Agreement Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The Planning Commission finds that the project site associated with the Riverpark Development Agreement Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency

vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Planning Commission determines that the development that would be authorized for the project site by the proposed RiverPark Development Agreement Amendment is the best use for the subject project site.

SECTION 6. The Planning Commission determines that the RiverPark Development Agreement Amendment is in the best interests and welfare of the City and its residents.

SECTION 7. As part of the recommended City Council approval of a Development Agreement Amendment for the RiverPark Specific Plan, the Planning Commission recommends that the Development Agreement Amendment include the requirement that the property owner enter into a Project Labor Agreement before the development of the RiverPark Specific Plan proceeds.

SECTION 8. In recommending adoption of this Resolution for the RiverPark Development Agreement Amendment, the Planning Commission finds and determines the project is in compliance with the California Environmental Quality Act because Addendum No. 15 to FEIR No. 00-03, and Subsequent Addendums was considered by the Planning Commission at the public hearing for the RiverPark Specific Plan Amendment and Development Agreement Amendment. The Addendum to the FEIR No. 00-03 was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent environmental impact report pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the FEIR No. 00-03 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 9. Until such time that the City Council approves the RiverPark Development Agreement Amendment, the RiverPark Development Agreement shall remain in full force and effect and shall apply to the property affected by this Resolution.

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SECTION 10. The Secretary shall certify the adoption of this Resolution.

PASSED and ADOPTED by the Planning Commission of the City of Oxnard on this 13th day of January 2022 by the following vote:

Daniel Chavez, Jr, Chair

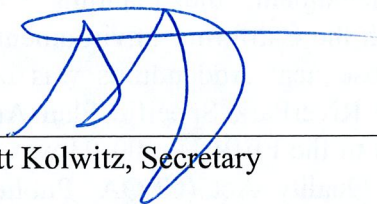
AYES: Commissioners: Vice Chair Arrejo, Commissioners Meyer, Nash, and Sanchez

NOES: Commissioners: Chair Chavez, Commissioners Connelly, and Lopez

ABSENT: Commissioners:

ABSTAIN: Commissioners:

RECUSED: Commissioners:



Scott Kolwitz, Secretary

RiverPark Development Agreement Amendment No. 6 (PZ 20-670-04)
Planning Commission Hearing Date: January 13, 2022
Resolution No. 2022- 04
Page 7 of 7

EXHIBIT A

SIXTH DEVELOPMENT AGREEMENT TEXT

(See Attachment C of Planning Commission staff report dated December 16, 2021)

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attn: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SIXTH AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SIXTH AMENDMENT TO DEVELOPMENT AGREEMENT (the "Sixth Amendment") is made in Ventura County, California as of _____, 202_, by and between the **CITY OF OXNARD**, a municipal corporation of the State of California (the "City") and SOCMI, LLC, a Delaware limited liability company ("SOCMI"), **RIVERPARK POINTE, LLC**, a Delaware limited liability company ("Riverpark Pointe"), **RIVERPARK LANDING, LLC**, a Delaware limited liability company ("Riverpark Landing"), **OAKMONT OF RIVERPARK LLC**, a California limited liability company ("Oakmont"), **SUNFLOWER, LP**, a California limited partnership ("Sunflower"). Collectively, SOCMI, Riverpark Pointe, Riverpark Landing, Oakmont, and Sunflower are referred to herein as the "Riverpark Commercial Area Developers." The City and the Riverpark Commercial Area Developers may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. The Riverpark Commercial Area Developers are the owners of real property located in the City within the boundaries of the City's Riverpark Specific Plan. SOCMI is the owner of that certain real property more particularly described in Exhibit A-1 attached hereto. Riverpark Pointe is the owner of that certain real property more particularly described in Exhibit A-2 attached hereto. Riverpark Landing is the owner of that certain real property more particularly described in Exhibit A-3 attached hereto. Oakmont is the owner of that certain real property more particularly described in Exhibit A-4 attached hereto. Sunflower is the owner of that certain real property more particularly described in Exhibit A-5 attached hereto. The area described in Exhibits A-1 through A-5 is referred to herein as the "Riverpark Commercial Area."
- B. The City and Riverpark Commercial Area Developers' predecessor in interest entered into that certain Development Agreement dated as of August 27, 2002, and which was recorded against the Riverpark Commercial Area Developers' Property (as well as other areas) on September 10, 2002 as Instrument No. 200202164590 in the Ventura County Recorder's Office (the "Original Development Agreement"), as amended by that certain First

Amendment to Development Agreement dated as of December 14, 2004 and recorded against Riverpark Commercial Area Developers' Property on December 23, 2004 as Instrument No. 200412230339920 in the Ventura County Recorder's Office and re-recorded against Riverpark Commercial Area Developers' Property on January 24, 2005 as Instrument No. 200501240017504 in the Ventura County Recorder's Office (the "First Amendment to Development Agreement"), as further amended by that certain Second Amendment to Development Agreement recorded against the Riverpark Commercial Area Developers' Property on August 21, 2007 in the Ventura County Recorder's Office as Instrument No. 20070821001636170 (the "Second Amendment to Development Agreement"), as further amended by that certain Third Amendment to Development Agreement recorded against the Riverpark Commercial Area Developers' Property on October 13, 2010 in the Ventura County Recorder's Office as Instrument No. 20101013001577430 (the "Third Amendment to Development Agreement"), as further amended by that certain Fourth Amendment to Development Agreement (the "Fourth Amendment to Development Agreement"), which did not affect the Riverpark Commercial Area Developers' Property and was not recorded against the Riverpark Commercial Area Developers' Property, as further amended by that certain Fifth Amendment to Development Agreement (the "Fifth Amendment to Development Agreement"), which did not affect the Riverpark Commercial Area Developers' Property and was not recorded against the Riverpark Commercial Area Developers' Property. The Original Development Agreement as amended by the First Amendment to Development Agreement, the Second Amendment to Development Agreement, the Third Amendment to Development Agreement, the Fourth Amendment to Development Agreement, and the Fifth Amendment to Development Agreement, together with any extensions or amendments approved administratively, are referred to herein collectively as the "Development Agreement." The Development Agreement encumbers more real property than the Riverpark Commercial Area Developers' Property. Collectively, all real property encumbered by the Development Agreement is referred to herein as the "Site." Owners of portions of the Site (including each of the Riverpark Commercial Area Developers) may be referred to herein individually as a "Riverpark Developer" or collectively as the "Riverpark Developers."

- C. In conjunction with transfers of portions of the Site to the various Riverpark Developers, the Parties to such transfer agreements have executed Assignment and Assumption Agreements that had the effect of the transferring party assigning and the acquiring party assuming the rights, duties and/or obligations under the Development Agreement relating to the portion of the Site being transferred and providing that no Riverpark Developer shall be obligated to meet any obligations under the Development Agreement that relate to a portion of the Site owned by another Riverpark Developer.
- D. As of the date of this Sixth Amendment, the Riverpark Commercial Area Developers are in full compliance with the terms, conditions, and obligations of the Development Agreement as amended.
- E. The City has recently adopted updated development impact fees (the "2020 Development Impact Fees") related to the installation of public infrastructure to accommodate future

development planned to occur in the City. The bulk of the development within the Riverpark Specific Plan Area has already occurred. In conjunction with such development, the public infrastructure associated with and necessary for the development of the Riverpark Specific Plan has already been constructed.

- F. The Parties hereto intend hereby to amend the Development Agreement to (i) extend the termination date of the Development Agreement by a period of five (5) years from October 12, 2022 to October 12, 2027, and (ii) establish a mechanism for the payment of certain 2020 Development Impact Fees that are to be applied within the Riverpark Specific Plan area as described below.
- G. The Parties hereto each desire to obtain the agreement of one another to the provisions of the Development Agreement as amended by this Sixth Amendment.
- H. On _____, the Planning Commission held a duly noticed public hearing wherein the Planning Commission reviewed this Sixth Amendment.
- I. On _____, the City Council held a duly noticed public hearing on this Sixth Amendment in accordance with Government Code Section 65868.
- J. The City Council has given notice of its intention to consider this Sixth Amendment, has conducted public hearings thereon pursuant to the relevant portions of the Government Code, and has found that the provisions of this Sixth Amendment are consistent with the City's General Plan, City zoning ordinances, and the Riverpark Specific Plan, as amended. The City Council has also specifically considered the impacts and benefits of this Sixth Amendment upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Sixth Amendment is beneficial to the residents of the City and is consistent with the present public health, safety, and welfare needs of the residents of the City and the surrounding region.
- K. The City has determined that the actions to be taken pursuant to this Sixth Amendment will not result in environmental impacts which are new or substantially changed from those already analyzed and addressed in the Riverpark EIR, and subsequent addenda, and, therefore has determined that none of the elements set forth in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines exists and therefore has determined, in accordance Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines, that no subsequent or supplemental Environmental Impact Report, Negative Declaration or Mitigated Negative Declaration is required to be prepared prior to adopting the Ordinance approving this Sixth Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the operative provisions of this Sixth Amendment by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Riverpark Commercial Area Developers agree as follows:

Section 1. Extension of Termination Date:

The Term of the Development Agreement is hereby extended by a period of five (5) years from October 10, 2022 to October 10, 2027; provided, however, that the Development Agreement may be further extended by the City Manager upon mutual consent of the City and Developer, to the completion of the development, but not to exceed a period of ten (10) additional years.

Section 2. Application of 2020 Development Impact Fees:

The City acknowledges that the waivers of certain fees as set forth in Sections 5.4, 5.5, 6, and 9 of the Development Agreement remain in full force and effect and have not been modified by the City actions in adopting the 2020 Development Impact Fees.

In light of the public infrastructure already constructed in conjunction with development on the Project, the City agrees that through the Term of the Development Agreement, the maximum amount of any traffic impact fees assessed shall be limited to the rate in effect immediately prior to the City's adoption of the 2020 Development Impact Fees, which are reflected on the City's fee chart dated as of September 24, 2018. The City further agrees that the 2020 Development Impact Fees related to the Park Development Fee shall not apply to the Project.

In lieu of the 2020 Development Impact Fees related to the Mobility Fee, the RiverPark Commercial Area Developers shall pay an alternative Mobility Fee based on the project density. Based on the average density of the added residential units of 1.71 persons per residential unit, the alternative Mobility Fee for the Multi-Family residential would be \$1,347.05 per unit. Credits for the reasonable cost of design, engineering, land and construction costs of the public bicycle and pedestrian facilities constructed as part of the buildout of the RiverPark Specific Plan area, not otherwise used to offset mobility fees or other required fees which have already been credited, shall be granted for the alternative Mobility Fee on a first-come, first-served basis among all developers in the RiverPark Specific Plan area. Under no circumstances shall Developer be entitled to a refund of the fee credits or a transfer to a third party (i.e., an entity that does not qualify as Developer or permitted assignee under this Agreement) of the fee credits obtained pursuant to this Section. Developer is not guaranteed that any credits will still be available at the time of the imposition of any fees. The Developer shall provide all funding necessary for a mutually agreed upon third party consultant to verify all costs used to obtain fee credits.

Finally, the City acknowledges and agrees that the Riverpark Commercial Area Developers have contributed more than two million dollars (\$2,000,000) in public art installations in the areas subject to this Sixth Amendment to Development Agreement in full satisfaction of the City's public art requirements, and no additional public art is required for these portions of the Site. Of the public art that Developers have installed previously, Developers shall maintain public art installations on the Site valued at a minimum of two hundred eighty-seven thousand dollars (\$287,000) in perpetuity.

For ease of reference, the Parties agree that the fees modified or exempted under the Development Agreement related to the Project are as set forth in the chart attached hereto as Exhibit B.

Other than the fees noted above, the Riverpark Commercial Area Developers shall be responsible for paying when due all Development Impact Fees in connection with the development of the Project at the rates then in effect. Subject to all applicable laws then in effect, City shall have the right: (i) to charge and apply to Property all Development Impact Fees and assessments as may be in effect at the time applicable to the Project; and (ii) to increase or otherwise modify any and all Development Impact Fees (including without limitation new categories of impact fees) applicable to the Project.

Section 4. Future Affordable Housing. The City's Affordable Housing Ordinance (Ordinance 2980) requires that residential projects containing more than ten (10) units shall provide affordable 10% of the total number of units as affordable units, with half being affordable to persons of lower income and half being affordable to persons of very low income; however, the City's Affordable Housing Ordinance does not apply to new housing projects located in areas subject to a specific plan adopted by the City that requires such projects to provide as many or more affordable units for lower and very low income persons and families as the City's Affordable Housing Ordinance. The City and the Riverpark Commercial Area Developers have agreed to an alternative affordable housing program for the property subject to this Agreement. In lieu of the 10% requirement under the City's Affordable Housing Ordinance stated above, all new residential projects developed on the Riverpark Commercial Area after the date of this Sixth Amendment containing ten or more dwelling units to be offered for rent shall include a number of dwelling units equal to not less than 15% of the total number of dwelling units in the project offered for rent at the following levels: 5% shall be rented at an affordable rent to persons and families of very-low income, 5% shall be rented at an affordable rent to persons and families of lower income, and 5% shall be rented at an affordable rent to persons and families of moderate income, as defined in California Health and Safety Code Sections 50105, 50079.5, 50093, respectively. Upon certificate of occupancy of the for-rent Affordable Housing Units for Very Low, Low, and Moderate Income Households each such unit shall be rented at rents that are Affordable to Very Low, Low, or Moderate Income Households for a period of fifty-five (55) years. Such units shall otherwise comply with the requirements in the City's Affordable Housing Ordinance. However, for Moderate Income units, the maximum affordable rent shall be calculated as defined in Health and Safety Code 50053(b)(4).

Section 6. Supplemental Sewer Fee.

The Riverpark Developers constructing Additional Dwelling Units within the Riverpark Specific Plan area shall pay a Supplemental Sewer Fee equal to the the sewer impact fees in effect at the time of the Effective Date of this agreement applied to the Additional Dwelling Units on a per unit basis prior to the issuance of a building permit for each such Additional Dwelling Unit, less credits applied for sewer impact fees that have already been paid for the commercial development that was originally proposed at each project location, on a project by project basis. For the purpose of this Section, Additional Dwelling Units shall mean the

dwelling units constructed in the Riverpark Specific Plan area in excess of an aggregate of 3,043 dwelling units. The sewer impact fee credit calculation methodology shall be mutually agreed upon by the Riverpark Developers and the City Engineer prior to building permit issuance for any Additional Dwelling Units, and shall be based upon the calculation methodology used for the pre-payment of sewer impact fees utilized in the original Development Agreement dated August 27, 2002 and/or subsequent Development Agreement Amendments. Should the Riverpark Developers wish to apply additional credits for commercial square footage outside a given project area to offset the Supplemental Sewer Fee, adequate legal mechanisms shall be executed to the satisfaction of the Community Development Director to ensure the trade off in commercial square footage will be legally binding on the Riverpark Developers, their successors and assigns. Notwithstanding any language in this agreement to the contrary, under no circumstances shall the Riverpark Developers be entitled to a refund of the fee credits or a transfer to a third party of the fee credits obtained pursuant to this Section. Riverpark Developers shall provide a deposit of \$5,000.00 (five-thousand dollars) concurrent with submitting the first project to the City containing Additional Dwelling Units. This deposit is to be utilized to offset staff time costs at the hourly rates then in effect, for meetings, research, etc. related to the sewer and other fee credits. When requested by the City Engineer, the Riverpark Developers shall add funding from time to time if necessary to ensure adequate funding for anticipated staff time needs. Any excess funds remaining from this deposit will be refunded to the developer, without interest, when the City Engineer determines they are no longer needed.

Section 5. Miscellaneous Provisions.

(a) Entire Agreement. Except for the Development Agreement, which this Sixth Amendment amends, this Sixth Amendment represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to the matters contained in this Sixth Amendment.

(b) Section Headings. The section headings contained in this Sixth Amendment are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(c) Counterparts. This Sixth Amendment and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(d) Waiver. No waiver of any provision of this Sixth Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(e) Severability. If any term, covenant, condition or provision of this Sixth Amendment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Sixth Amendment, or the application thereof to any

person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided that the invalidity or unenforceability of such provision does not adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder.

(f) No Reliance on Other Parties. All Parties to this Sixth Amendment declare that, prior to the execution of this Sixth Amendment, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Sixth Amendment and making the decision to execute it. The Parties each represent and acknowledge that in executing this Sixth Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Sixth Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Sixth Amendment.

(g) Construction. The provisions of this Sixth Amendment shall be liberally construed to effectuate its purpose. The language of this Sixth Amendment shall be construed according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Sixth Amendment and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural and vice versa.

(h) Successors and Assigns. This Sixth Amendment shall be binding on and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

(i) Governing Law. The validity and interpretation of this Sixth Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

(j) Authorizations. Each party certifies and warrants that all individuals executing this Sixth Amendment and other related documents on its behalf have the capacity and have been duly authorized to do so. Each party shall also indemnify the other Parties to this Sixth Amendment and hold them harmless from any and all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.

(k) Effective Date. After this Sixth Amendment has been signed by authorized representatives of each of the Parties hereto, this Sixth Amendment shall become effective on the date on which the ordinance approving this Sixth Amendment becomes operative under Government Code section 36937.

(l) Definitions. All terms not specifically defined in this Sixth Amendment shall have the meanings ascribed to them in the Development Agreement.

(m) Impact of Sixth Amendment on Development Agreement. Unless otherwise specifically amended by this Sixth Amendment, all provisions of the Development Agreement, as previously amended, shall remain in full force.

(n) Interpretation of Developer. Each Riverpark Developer and its authorized successors and assigns shall be liable for and/or hold the rights, duties and obligations of the Development Agreement and this Sixth Amendment as they relate to the portion of the Site owned by such Riverpark Developer only. No Riverpark Developer nor its authorized successors or assigns shall be liable for the obligations under the Development Agreement or any amendments thereto as they relate to another portion of the Site not owned by such Riverpark Developer or such authorized successors or assigns, respectively.

(o) Recordation of this Sixth Amendment. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of this Sixth Amendment with the Ventura County Recorder's Office within ten (10) days after the mutual execution of this Sixth Amendment.

IN WITNESS WHEREOF, the Parties to this Sixth Amendment have each executed this Sixth Amendment as of the date first written above.

[Signatures on following pages]

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

Date: _____

By: _____

Mayor

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer
City Attorney

[Signatures continued on next page]

RIVERPARK COMMERCIAL AREA DEVELOPERS:

SOCMI, LLC,

a Delaware limited liability company

By: Shea Properties Management Company, Inc.,
a Delaware corporation,
its manager

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

RIVERPARK LANDING, LLC.

a Delaware limited liability company

By: Shea Properties Management Company, Inc.,
a Delaware corporation,
its manager

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[signatures continued on next page]

RIVERPARK POINTE, LLC,
a Delaware limited liability company

By: Shea Properties Management Company, Inc.,
a Delaware corporation,
its manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[signatures continued on next page]

OAKMONT OF RIVERPARK LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

SUNFLOWER, LP,
a California limited partnership

By: **Jazzy, LLC,**
a California limited liability company,
its General Partner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

COUNTY OF _____

)
) ss:
)

On _____, 2021 before me, _____
Notary Public (insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: _____

[Seal]

EXHIBIT A-1

SOCMI'S PROPERTY

(attached)

R300668.01
05-01-17

EXHIBIT "A"
LEGAL DESCRIPTION

Those portions of Lots 1 and 2 of Lot Line Adjustment LLA 10-310-03, in the City of Oxnard, County of Ventura, State of California, recorded on June 29, 2010 as Instrument No. 20100629-00095245-0 of Official Records, in the office of the County Recorder of said County, together with a portion of Lot 3 of Lot Line Adjustment LLA 15-310-06, in said City of Oxnard, recorded April 19, 2016 as Instrument No. 20160419-00053241-0 of said Official Records, described as follows:

Beginning at the most Westerly corner of said Lot 2 of said Lot Line Adjustment LLA 10-310-03; thence along the Southwesterly lines of said Lots 1 and 2, the following two (2) courses: South 72°41'45" East 225.23 feet and South 65°46'37" East 131.28 feet; thence leaving said Southwesterly line of said Lot 1 North 17°08'39" East 261.54 feet; thence North 72°51'21" West 441.19 feet; thence South 17°08'39" West 244.49 feet to the Southwesterly line of said Lot 3 of Lot Line Adjustment LLA 15-310-06; thence along said Southwesterly line of said Lot 3 South 72°41'45" East 85.68 feet to the point of beginning.

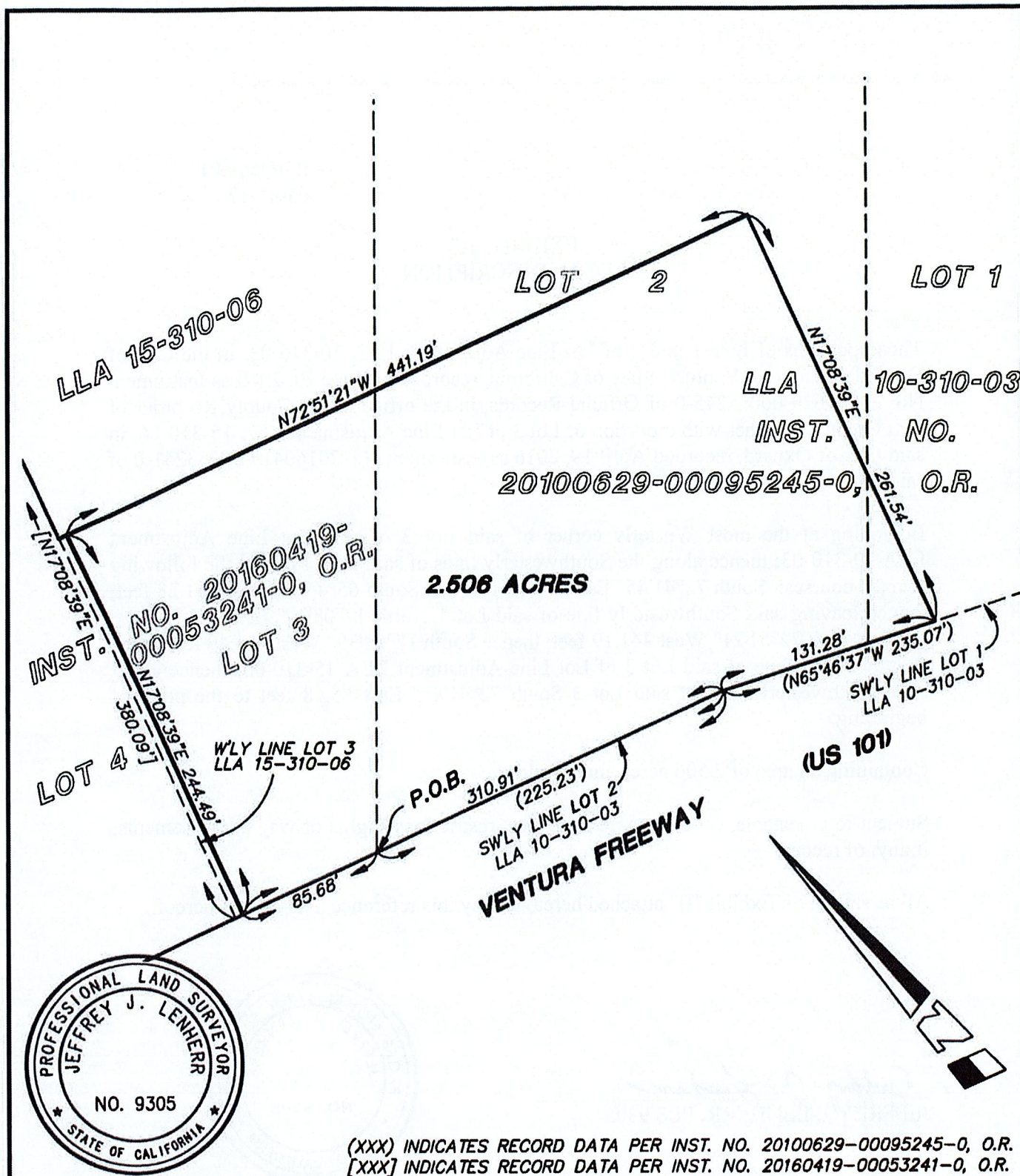
Containing an area of 2.506 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Jeffrey J. Lenherr
JEFFREY J. LENHERR, PLS 9305





HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
2603 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

Jeffrey J. Lenher

5/1/17

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

EXHIBIT 'B'
**DECLARATION OF
RESTRICTIVE COVENANT**

SCALE 1"=80'

DRAWN BY CR

CHECKED BY J.J.L.

DATE 5/1/2017

JOB NO. R300668.01

Q: \R300668.01\CADD\MAPPING\DWG\EX\300668JEX10.DWG

EXHIBIT A-2

RIVERPARK POINTE'S PROPERTY

(attached)

EXHIBIT A-2

RIVERPARK POINTE LLC LEGAL DESCRIPTION

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 2603 Main Street • Suite 400 • Irvine, CA 92614-4250 • 949.988.5815 phone • 949.988.5820 fax • huitt-zollars.com

R300668.01

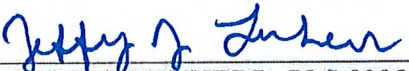
05-23-17

THE POINTE

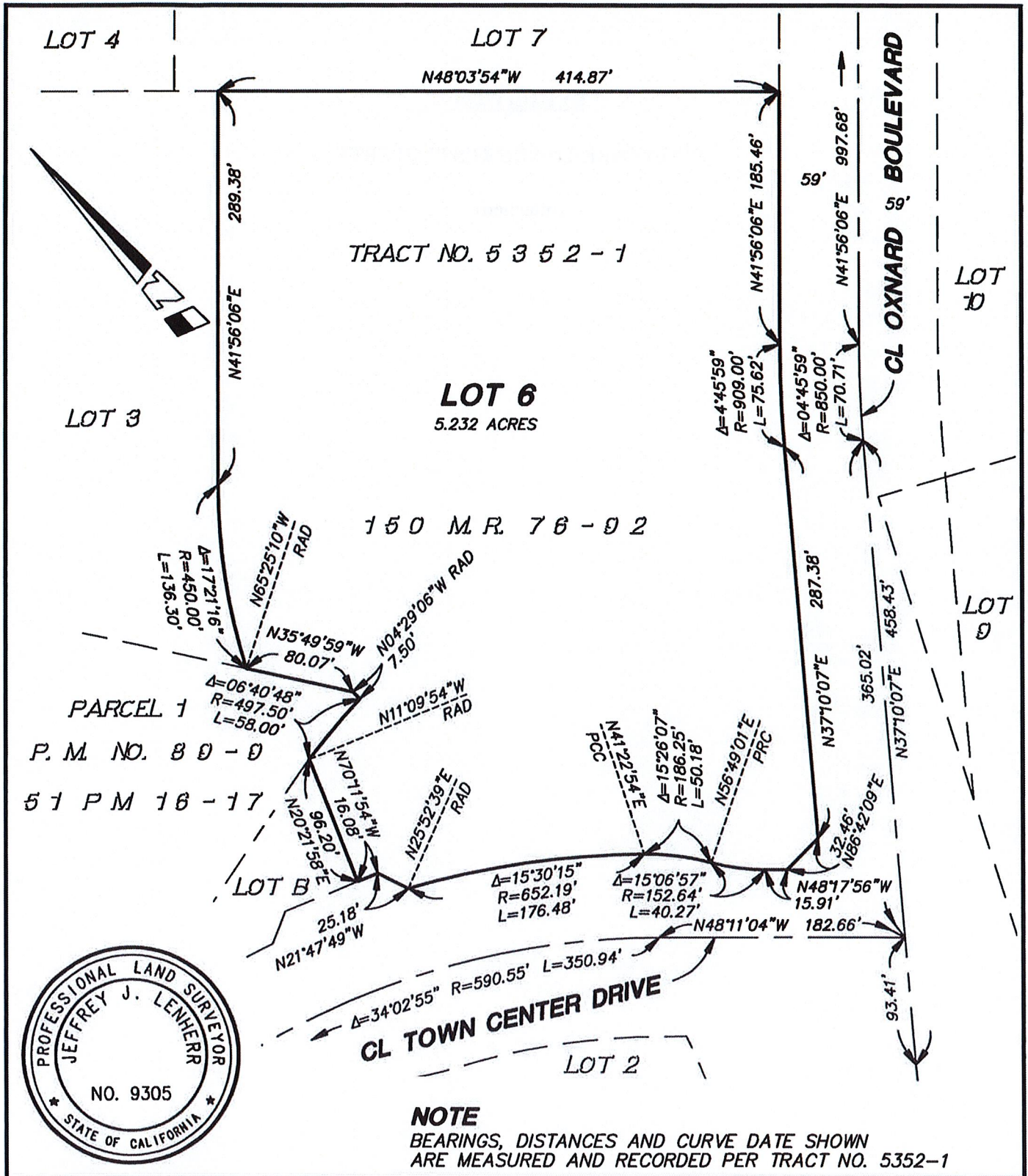
Lot 6 of Tract No. 5352-1, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 150, Pages 76 through 92, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

Containing an area of 5.232 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.


JEFFREY J. LENHERR, PLS 9305





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APPROVED BY

Jeffrey J. Lenher

5/23/17

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

THE POINTE

LOT 6

TRACT NO. 5352-1

SCALE 1"=100'

DRAWN BY PMP/cr

CHECKED BY CR

DATE 05-23-2017

JOB NO. R300668.01
10119812

EXHIBIT A-3

RIVERPARK LANDING'S PROPERTY

(attached)

EXHIBIT A-3
RIVERPARK LANDING'S LEGAL DESCRIPTIONS

LOT 1

Lot 1 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

LOT 2

Lot 2 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

LOT 3

Lot 3 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

LOT 4

Lot 4 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

LOT 5

Lot 5 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

LOT 6

Lot 6 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

COLLECTIVE

Lots 1 through 6, inclusive, of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

EXHIBIT A-4

OAKMONT'S PROPERTY

(attached)

EXHIBIT A-4

OAKMONT SENIOR LIVING

Lot 4 of Lot Line Adjustment LLA 17-310-05, in the City of Oxnard, County of Ventura, State of California, recorded May 26, 2017 as Document No. 20170526-00068773-0 of Official Records, in the office of the County Recorder, of said County.

LEGAL DESCRIPTION SHOWN HEREON CORRESPONDS TO FIRST AMERICAN TITLE INSURANCE COMPANY PRELIMINARY TITLE REPORT NO. OSA-5711776 (29), DATED MAY 16, 2018.

REAL PROPERTY IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

LOT 2 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-11 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122442-0 OF OFFICIAL RECORDS AND BEING A PORTION OF LOT 15 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-035

LOT 1 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 14-310-003 RECORDED DECEMBER 08, 2014 AS INSTRUMENT NO. 20141208-00153552-0 OF OFFICIAL RECORDS AND BEING A PORTION OF LOT 13 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-105 AND 132-0-311-165

PARCEL B:

LOT 1 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-7 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122443-0 AND RERECORDED APRIL 19, 2010 AS INSTRUMENT NO. 20100419-00057737-0 AND RERECORDED MAY 11, 2010 AS INSTRUMENT NO. 20100511-00070517-0, ALL OF OFFICIAL RECORDS AND BEING PORTIONS OF LOTS 14 AND 15 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-055

LOT 2 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-7 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122443-0 AND RERECORDED APRIL 19, 2010 AS INSTRUMENT NO. 20100419-00057737-0 AND RERECORDED MAY 11, 2010 AS INSTRUMENT NO. 20100511-00070517-0, ALL OF OFFICIAL RECORDS AND BEING A PORTION OF LOT 15 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-045

LOT 3 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-7 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122443-0 AND RERECORDED APRIL 19, 2010 AS INSTRUMENT NO. 20100419-00057737-0 AND RERECORDED MAY 11, 2010 AS INSTRUMENT NO. 20100511-00070517-0, ALL OF OFFICIAL RECORDS AND BEING PORTION OF LOT 10 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-125

PARCEL C:

LOT 1 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-8 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122444-0 AND RERECORDED APRIL 19, 2010 AS INSTRUMENT NO. 20100419-00057738-0, BOTH OF OFFICIAL RECORDS AND BEING PORTIONS OF LOTS 9 AND 10 OF

TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-115

LOT 2 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-8 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122444-0 AND RERECORDED APRIL 19, 2010 AS INSTRUMENT NO. 20100419-00057738-0, BOTH OF OFFICIAL RECORDS AND BEING PORTIONS OF LOTS 9 AND 13 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-135

PARCEL D:

PARCEL "B" OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-13, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA RECORDED MAY 29, 2009 AS INSTRUMENT NO. 20090529-00087845-0 OF OFFICIAL RECORDS BEING A PORTION OF EL RIO DRIVE AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 29, 2007 AS INSTRUMENT NO. 20071029-00201173-0 OF OFFICIAL RECORDS.

APN: 132-0-311-085 AND 132-0-311-095

PARCEL E:

LOT 2 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 14-310-003 RECORDED DECEMBER 08, 2014 AS INSTRUMENT NO. 20141208-00153552-0 OF OFFICIAL RECORDS, BEING PORTIONS OF LOTS 9, 10, 13, 14, 15 AND MOONLIGHT PARK AVENUE, FORMERLY MOSS LANDING BOULEVARD OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALSO BEING A PORTION

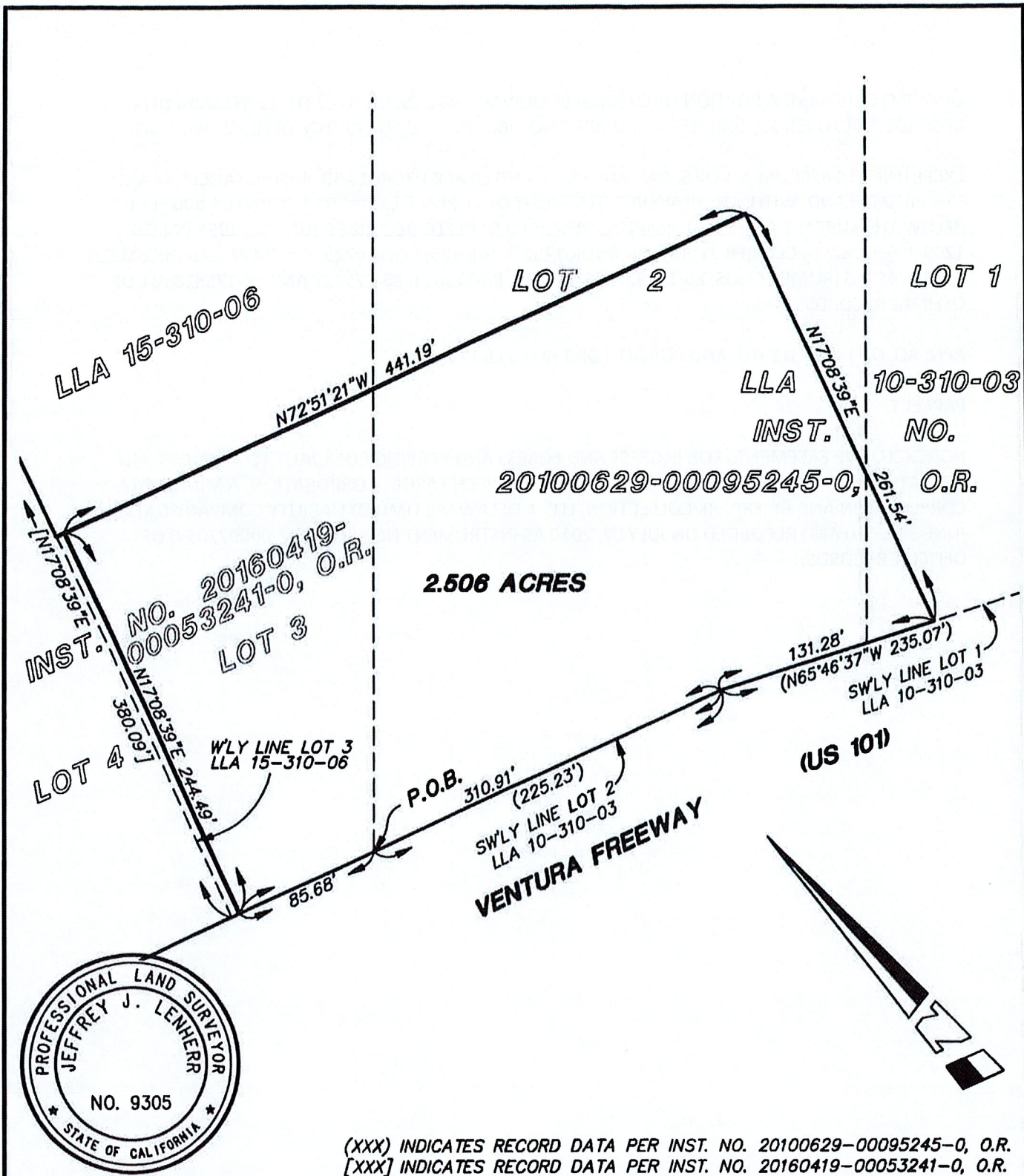
OF EL RIO DRIVE AND A PORTION OF OXNARD BOULEVARD AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 29, 2007 AS INSTRUMENT NO. 20071029-00201173-0 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: ALL OF 132-0-311-015 AND PORTION OF 132-0-311-175

PARCEL F:

NONEXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND PARKING PURSUANT TO THAT CERTAIN OPERATION AND EASEMENT AGREEMENT BY AND BETWEEN TARGET CORPORATION, A MINNESOTA CORPORATION AND RIVERPARK COLLECTION, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED JUNE 30, 2010 AND RECORDED ON JULY 02, 2010 AS INSTRUMENT NO. 20100702-00097705-0 OF OFFICIAL RECORDS.



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APPROVED BY

Jeffrey J. Lenher

5/1/17

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

EXHIBIT 'B'
**DECLARATION OF
RESTRICTIVE COVENANT**

SCALE 1"=80'

DRAWN BY CR

CHECKED BY J.J.L.

DATE 5/1/2017

JOB NO. R300668.01

Q: \R300668.01\CADD\MAPPING\DWG\EX\300668JEX10.DWG

EXHIBIT A-5

SUNFLOWER'S PROPERTY

(attached)

R300668.01
05-01-17

EXHIBIT "A"
LEGAL DESCRIPTION

Those portions of Lots 1 and 2 of Lot Line Adjustment LLA 10-310-03, in the City of Oxnard, County of Ventura, State of California, recorded on June 29, 2010 as Instrument No. 20100629-00095245-0 of Official Records, in the office of the County Recorder of said County, together with a portion of Lot 3 of Lot Line Adjustment LLA 15-310-06, in said City of Oxnard, recorded April 19, 2016 as Instrument No. 20160419-00053241-0 of said Official Records, described as follows:

Beginning at the most Westerly corner of said Lot 2 of said Lot Line Adjustment LLA 10-310-03; thence along the Southwesterly lines of said Lots 1 and 2, the following two (2) courses: South 72°41'45" East 225.23 feet and South 65°46'37" East 131.28 feet; thence leaving said Southwesterly line of said Lot 1 North 17°08'39" East 261.54 feet; thence North 72°51'21" West 441.19 feet; thence South 17°08'39" West 244.49 feet to the Southwesterly line of said Lot 3 of Lot Line Adjustment LLA 15-310-06; thence along said Southwesterly line of said Lot 3 South 72°41'45" East 85.68 feet to the point of beginning.

Containing an area of 2.506 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Jeffrey J. Lenherr
JEFFREY J. LENHERR, PLS 9305



EXHIBIT B

**LIST OF EXEMPTED OR MODIFIED FEES
UNDER DEVELOPMENT AGREEMENT**

(attached)

FEE ASSUMPTIONS FOR RESIDENTIAL USE -- USING CITY OF OXNARD FEES HANDOUT DATED SEPT 24, 2018

PLANNING FEES

Traffic Impact Fees - 2018 Fee Handout
 Air Quality Fee -- 2108 Fee Handout
 Sewer Treatment Fee -- 2018 Fee Handout
 Water System Connection Fee
 Storm Drainage Fees
 Growth Development Fee
 Parks Acquisition & Development Tax
 General Plan Maintenance Fee

LOCK 2018 P. 27 \$4745 per unit p. 26 Oxnard City fees
 LOCK 2018 P. 29 Air Quality 2018 from City of Oxnard.
 LOCK 2018 & CREDIT DA Section 5.5 - Exempt through end of DA term
 LOCK 2018 P. 24 Based on meter size
 WAIVED DA Section 5.4 - Exempt through end of DA term
 LOCK 2018 & CREDIT DA Section 6.0 - Exempt through end of DA term
 WAIVED DA Amendment No 5, Section 3 (ii) Exempt through end of DA term
 LOCK 2018 P. 30 0.24% of Building permit valuation.

OTHER PLANNING FEES

Undergrounding of Utility Lines
 Quimby
 Public Art Program
 Affordable Housing Fees
 Mobility Fee
 Rio School District Fees (letter on file at City)
 Oxnard Union High School Fee

N/A P. 29 Lines are already underground.
 WAIVED DA Section 9.0 - Exempt through end of DA term
 CREDIT DA Approval - Collection provided over \$2 million in public art Including Affordable Units in Project otherwise \$7,735 per unit
 CREDIT DA Amendment No 5, Section 3 (ii) Exempt through end of DA term
 DA Section 7.0 - Exempt through end of DA term
 Pursuant to School Facilities Mitigation Agreement Between The Rio School District, Riverpark A, LLC and Riverpark B, LLC (10/15/2002) -- RENTABLE SF

\$ 1.42

PLANNING COMMISSION STAFF REPORT

TO: Planning Commission

FROM: Joe Pearson II, AICP, Senior Planner

DATE: December 16, 2021

SUBJECT: **Project Name: Fore Property Development Agreement Amendment;** Planning and Zoning Permit PZ No. 20-670-03 (Second Development Agreement Amendment) and certification of an Addendum to Final Environmental Impact Report (FEIR) No. 00-03. Located at 2700 and 2750 North Ventura Road (APN 132-0-100-095 & 132-0-100-085) (Attachment A)

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

- a. Adopt Resolution 2021-XX recommending City Council approval of Planning and Zoning Permit No. 20-670-03 (Second Amendment to Development Agreement No. A-7113) for the Fore Property, subject to certain findings, and certification of an Addendum to FEIR No. 00-03.

2. Project Description and Applicant: The project consists of a proposed Development Agreement Amendment (DAA) to allow for a time extension, fee modifications, define future affordable housing requirements, and off-site maintenance requirements (Attachment B).

The Fore DAA only pertains to Lots 8 & 9 of Tract 4334, in RiverPark Specific Plan (RPSP)¹ District B and does not cover the rest of the RiverPark Specific Plan Area. The remainder of the properties in the RiverPark Specific Plan are covered under a separate Development Agreement, which is processing a separate DA Amendment (PZ 20-670-04) concurrent with this request. In accordance with the California Environmental Quality Act (CEQA), Addendum No. 15 (Attachment C) to FEIR No. 00-03, and subsequent Addendums² for The RiverPark Specific Plan has been prepared.

¹ The RiverPark Specific Plan is available on the City’s website:

<https://www.oxnard.org/city-department/community-development/planning/specific-plans/>

² The RiverPark FEIR and Subsequent Addendums are available on the City’s website:

<https://www.oxnard.org/environmental-document-archives/>

No physical development is proposed with this request. Any future development proposals would be required to comply with the 2030 General Plan, the RPSP, and applicable development standards. All future proposals would also be subject to compliance with the State California Environmental Quality Act (CEQA) Guidelines.

For purposes of this Staff Report, the foregoing project description shall be referred to as the “Project.” The project application was filed by Jonathan K. Cornelius of Fore Property, 1004 Santa Barbara Street, Santa Barbara, CA 93101 (collectively referred to as the “Applicant” or “Developer.”)

- 3. Existing & Surrounding Land Uses:** The 702-acre RiverPark Specific Plan site is located in the western portion of Ventura County, in the northwestern edge of the City of Oxnard, and is bounded by the Ventura Freeway (Highway 101) to the South, Vineyard Avenue to the east, Central Road to the North, and the Santa Clara River to the west. This project site is located southwesterly of the intersection of North Ventura Road and Town Center Drive, within the RiverPark Specific Plan Area, at 2700 and 2750 North Ventura Road (APNs: 132-0-100-085 and 132-0-100-095) (Attachment A). The RiverPark Specific Plan area is currently under active development and operation.

The following table provides City General Plan designations, City zoning which governs the area. Additionally, the table identifies a general summary of existing land uses.

Table 1

LOCATION	ZONING	2030 GENERAL PLAN	EXISTING LAND USE
Project Site	The RiverPark Specific Plan	Commercial Regional	Vacant
North	The RiverPark Specific Plan	Commercial Regional	Light Industrial Development
East	The RiverPark Specific Plan	Commercial Regional	Commercial/senior living facility
South	The RiverPark Specific Plan	Residential: Medium-High, and Park	Wagon Wheel

West	County Unincorporated	County Unincorporated	Santa Clara River
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- 4. Background Information:** The RPSP was adopted by the City Council on September 10, 2002, together with the General Plan Amendment, Zone Change, Annexation, Development Agreement, and EIR certification related to the RPSP approval. The original RPSP allowed for the phased development of 2,805 dwelling units and 2,485,000 square feet of commercial development (including approximately 221,000 square feet of existing office development that was approved and building under the Oxnard Town Center Specific Plan, prior to the adoption of the RPSP). The original RPSP was developed following the design principles of the New Urbanism and Smart Growth movements, which emphasized the importance of mixed land uses in close proximity, communities scaled for pedestrian walkability; limiting the need for automobile usage; higher density development, and the importance of physical design.

Six previous amendments to the RPSP have been approved.

1. The Council approved the first amendment request (PZ 02-630-05) on October 22, 2002, which amended the new RPSP to include regulations for temporary uses.
2. The Council approved the second amendment request (PZ 03-630-03) on July 27, 2004, allowing a minor change in the land use designation on a small parcel from Open Space to Commercial.
3. The Council approved the third amendment request (PZ 09-630-09) on April 14, 2009, allowing a freeway-oriented pylon sign subject to approval of a Design Development Review permit (DDR) by the Development Services Director.
4. The fourth amendment (PZ 10-630-02), was approved by the City Council on June 14, 2011, and allows three freeway oriented monument signs subject to approval of a DDR, and an electronic digital display panel for the pylon sign, subject to subsequent approval of a Special Use Permit.
5. The fifth amendment (PZ 09-630-03), was approved by the City Council on June 5, 2012. The fifth amendment increased the maximum number of dwelling units from 2,805 to 3,043 units, and reduced the maximum amount of commercial development from 2,485,000 to 2,098,000 square feet. The additional units were to be located in District D of the RPSP.
6. The sixth amendment (PZ 18-630-01), was approved by the City Council on February 19, 2019, to amend the text of the RPSP to allow two (2) monument signs in Planning Districts B and C, subject to subsequent approval of a DDR.

According to California Government Code Section 65453, a specific plan may be amended as often as deemed necessary by the legislative body.

The RPSP applies to several properties which were not among the holdings of the original RiverPark development partnerships, including the original Oxnard Town Center subdivision. The proposed DAA applies to the two remaining vacant parcels within the

original Oxnard Town Center subdivision. The two parcels consist of a total of 4.23 acres designated for commercial development. The original Development Agreement placed these two remaining vacant parcels on a par with the parcels governed by the original RiverPark Development Agreement.

On November 18, 2008, the City Council adopted Ordinance No. 2787, approving Planning and Zoning Permit No. 08-670-03 (Development Agreement No. A-7113) between the owners of the Project site and the City of Oxnard. The Development Agreement (DA) has been amended on one previous occasion.

1. The previous amendment, adopted November 9, 2010, related to development fees within the RPSP area.

The Fore Property DAA does not cover the properties or development outside the proposed District B.

A concurrent RPSP Amendment application (PZ 20-630-01) requesting several revisions to the Land Use Plan and text of The RPSP, is currently in process. In summary, the amended sections of the RPSP include provisions for the following:

1. To allow for an increase in the maximum number of residential units allowed under the RPSP and potential reduction of commercial square footage as would occur under various development options, which have been identified in Table 2, below. In addition, add a new section outlining the application of development options for residential or commercial development in RPSP Districts B, C, and D would be added.

Table 2

Project Wide Maximum Allowed Development Under the Residential Development Options		
Residential Options Selected by District	Maximum Number of Residential Units	Maximum square feet of retail, hotel/convention, and office uses
B, C, D	4,068	1,535,543
B & C	3,656	1,761,623
C & D	3,735	1,718,273
B & D	3,788	1,689,190
B	3,376	1,915,270
C	3,323	1,944,353
D	3,455	1,871,920
No Residential	3,043	2,098,000

2. Adjustment in the distribution of commercial building square footage among the RPSP Districts, including the reduction of the maximum amount of commercial in Districts F, G, I, and J and a corresponding increase in the commercial square footage of RPSP District D.
3. Add a 7th residential product type (7-R) called Apartments-Urban. The SPA will provide development standards for the new housing type, including building coverage, building height, open space requirements, parking requirements, setbacks, and access requirements.
4. Provide the maximum number of units per bedroom unit types for the additional residential development. This is to ensure the final unit mix and population numbers are consistent with the analysis provided in Addendum 15 to the RPSP FEIR.
5. Reconfigure the boundary of RPSP District B in Exhibits 2.B, 2.C, 2.D, 2.I, and 3.C to be consistent with the development that has taken place or been entitled in RPSP District B and C.

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

An environmental consultant, under the supervision of Planning Division staff, has prepared Addendum No. 15 to the approved FEIR No. 00-03, and subsequent addenda (Attachment C & D) to evaluate potential environmental impacts of the proposed Project. Addendum No. 15 to the FEIR No. 00-03 was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. Addendum No. 15 is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to FEIR No. 00-03 are necessary to address the Project changes and no circumstances exist calling for the preparation of an additional CEQA document pursuant to CEQA Guidelines § 15162 and 15163.

The proposed Project has been reviewed under an Addendum to FEIR No. 00-03, and subsequent addenda, for the RPSP. According to Section 15164 of the California Environmental Quality Act (CEQA), an Addendum to a previously certified EIR is required when only minor technical changes or additions are necessary to previously approved EIR, and none of the conditions requiring a subsequent EIR have occurred. addendum evaluated each of the residential option development scenarios proposed with the RPSP Amendment No. 7 (PZ 20-630-01). The evaluation determined that none of the scenarios would result in a substantial increase in severity of significant environmental impacts previously analyzed in the certified EIR and the scenarios would not result in any new significant impacts. The Fore

DAA updates the DA to reflect the changes proposed in the RPSP, along with fee adjustments. Addendum No. 15 does not require public circulation because it does not provide significant new information that changes the FEIR No. 00-03 in a way 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.

Addendum No. 15 used the City of Oxnard CEQA Thresholds and California recommended thresholds to determine if an environmental impact was large enough to be considered significant. No additional significant impacts were identified in Addendum No. 15 prepared for this Project, nor would the Project substantially increase the severity of previously anticipated significant impacts. Lastly, the original mitigations will remain applicable. These mitigations will be applicable to any future projects developed under the specific plan. Therefore, staff has determined that there is no substantial evidence that the Project would result in new or substantially more severe impacts than those identified in FEIR No. 00-03. Accordingly, none of the conditions that trigger the need to prepare a subsequent Environmental Impact Report pursuant to CEQA Guidelines § 15162 would occur. Pursuant to CEQA Guidelines §15164, the Commission shall consider Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project.

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 Applicant is requesting a DAA. The following is a summary of the requested revisions. The original RPSP was adopted in 2002, since then much of the buildout has been completed. Under the adopted RPSP the Fore Property DAA project area was allowed to have 104,000 square feet of commercial or office space, however, the site remains undeveloped. As market conditions have changed significantly since the original adoption of the RPSP, the Applicant has indicated that there is no longer sufficient demand to support the additional commercial space. As a result, the Applicant is requesting an amendment to the existing Development Agreement to account for the proposed residential and adjust fees.

Second DAA

The proposed DAA would be the second Amendment to DA A-7113 between the City of Oxnard and Oxnard Coastal Investments, LLC, A California Limited Liability Company and Ventura Land Development Company, LLC, A California Limited Liability Company.

For the Second DAA, the Applicant is requesting modifications to ten sections of DA No. A-7113. At the City Council's public hearing on May 19, 2020, the Council directed staff to work with the Developer on revisions to the DA to reduce the financial impacts of increased and new development impact fees on the project. In response, the Developer is requesting a fee lock and waiver of new fee increases approved by the City Council on May 19, 2020. The Developer would receive fee credits for improvement costs associated with construction of bicycle and pedestrian facilities and art provided in the Collection. The following is a summary of DAA requests. A discussion on each item is provided in Section 6(d) of this staff report and the DAA text is provided in Attachment B.

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

b. General Plan Consistency: The City's 2030 General Plan land use designation for the subject site is Commercial Regional (CR) with corresponding land use designations to support development of the approved RPSP. The proposed DAA is consistent with the proposed SPA to The RPSP and the 2030 General Plan and the property's land use designations. Since the original approval of the RPSP the City adopted the 2030 General Plan, including the 2021-2029 Housing Element in October 2021. The 2030 General Plan has four major themes, one of which is to develop or reinvest within the City Urban Reserve Boundary (CURB) with an "urban village" concept. The urban villages would incorporate private and public redevelopment, mixed land uses, affordable and workforce housing, and transit connectivity and are intended to be a key strategy for meeting GHG emission reduction targets and implementing the Southern California Association of Governments regional Sustainable Community Strategy (SB 375).

The proposed DAA renegotiates fees and development timing between Developer and the City, and does not conflict with General Plan land use, goals and policies. 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. **Conformance with Zoning Development Standards:** The proposed DAA does not propose revisions to zoning development standards. The revision, as identified in Section 6a above, would not conflict with existing or amended development standards within the Oxnard City Code or The RPSP.
- d. **DAA:** The Applicant has requested modifications to DA No. A-7113 and DAA 1, which are collectively referred to as the Second DAA. The Developer is requesting a time extension of their existing agreement, fee modifications, define future affordable housing requirements, and off-site maintenance requirements. The following is a discussion of the requested DAA modifications.

The Second DAA will have a net public benefit of providing more affordable housing, promoting the full buildout of the RiverPark Specific Plan, additional tax revenue, and relieving the City from certain road maintenance requirements. The amendments are consistent with the FEIR. The Addendum to the FEIR, and subsequent addenda (Attachment C & D) are discussed in Section 5 of the staff report

1. Extension of Existing Development Agreement:

- *Original DA Provision:* The original Development Agreement was adopted by Ordinance 2787 on November 18, 2008 and became effective 30 days thereafter and shall remain in effect for a term of fourteen (14) years (November 18, 2022), unless the term is modified by mutual written consent of the City and the Developer.
- *Proposed DA Revision:* Agree to approve the request to extend the agreement to July 1, 2028 Agreement unless the term is modified by mutual written consent of the City and the Developer.
- *Impact to the City:* Since portions of the commercial land located in Riverpark remain vacant since 2005, this request to extend the DA and complete the Project build-out would have a positive impact to the City. Whether the final products to be built will be commercial or high-density units, the City would achieve additional tax revenue. In addition, Project build-out will enhance and protect the entire Riverpark area.

2. Set applicable impact fees at the rates effective September 24, 2018 for the term of the agreement, except as otherwise modified:

- *Original DA Provision:* Limitation on increase of certain fees including Growth Requirement Capital Fees; Planned Drainage Facilities Fees; Planned Traffic

Circulation Facilities Fees; Planned Wastewater Facilities Fees and Planned Water Facilities Fees (collectively “Existing Fees”) for five years at the rate in effect as of the Effective Date of the original DA.

- *Proposed DA Revision:* This amendment would lock the impact fee rates for Sewer Connection Fees, Water System Connection Fees, Storm Drain Fees, Air Quality Fees, and Utility Undergrounding Fees at the City of Oxnard rates Effective September 24, 2018.
- *Impact to the City:* Since these fees are currently in effect there would be no immediate financial impact to the City. However, if new rates were adopted for the fees covered, the increased revenue would be waived.

3. Provide Waiver of Quimby and Park Related Fees: A request to waive current and future Quimby and Park Development fees. The Parks Development fee funds park development costs and is not the same as the City’s Quimby fee, which is for park acquisition.

- *Original DA Provision:* Quimby and Park Related Fees were not addressed in the Original DA.
- *Proposed DA Revision:* This amendment would recognize that the value of such provided park areas within RiverPark far exceeds the Quimby and Park-Related Fees that the City would have otherwise be entitled to impose on the Project, and provided a waiver of payment of current and future City Quimby Fees and park-related fees for the term of this Agreement, including any extensions of the Agreement, or until the initial buildout of the Project occurs, whichever term is longer.
- *Impact to the City:* The parks have been constructed and the City has accepted an amount of park and recreational open space that far exceeds the amount required to properly serve the Project. As identified in the Addendum No. 15 to the FEIR, the current City of Oxnard standard for total developed acres of parkland is 3.0 acres per 1,000 population, as established by the Quimby Act. Individual standards for Neighborhood and Community Parks are 1.5 acres per 1,000 population. Using this standard, with the proposed Specific Plan amendment, approximately 16 acres of Neighborhood Park space and 16 acres of Community Park land would be required. The Specific Plan Area as developed includes approximately 23 acres of Neighborhood Park space and 30 acres of Community Park space.

4. Provided Alternative Capital Growth Impact Fee rate:

A request to lock in the growth impact fees (aka “Growth Fees”) to the rate in effect May 1, 2020. The Growth Fee funds facilities such as police and fire stations, city hall and community centers.

- *Original DA Provision:* The Fee charged to the Developer was the capital growth impact fee in effect on January 4, 2006. The original DA fixed the fees for a

period of 5 years, with that being extended an additional 5 years under the First DAA.

- *Proposed DA Provision:* The DAA would allow the Developer to pay an alternative Growth Fee based on the project density.
- *Impact to the City:* Under the City's fee increase approved on May 19, 2020, this would increase the fee to \$3,955 per dwelling unit for residential. This number was based on an average of 2.85 persons per unit. The analysis within Addendum No. 15 provides an average household size of 1.65. Using the City's methodology this results in a fee of \$2,290. Based on an estimated 333 dwelling units in RPSP District B, the total cost of this amendment (difference between the prior fee and the alternative fee) is approximately \$554,559 in waived revenue respectively. However, the alternative fees would offset the impacts of the potential residential development. No change to other rates would be made. All other projects would be subject to fees in effect at the time of building permit issuance.

5. Set the City's Traffic Impact Fee rate:

A request to lock in the September 24, 2018 traffic impact fee (aka "Traffic Circulation Fee"). The City's traffic circulation fee provides funding for roadway improvements to maintain acceptable level of service for new development. This amendment would apply to the City's Traffic Circulation Fee and would not affect the County of Ventura Traffic Mitigation Fee.

- *Original DA Provision:* Limitation on increase of certain fees for five years after January 4, 2006, the City at the rate in effect as of the Effective Date. The original DA fixed the fees for a period of 5 years, with that being extended an additional 5 years under the First DAA.
- *Proposed DA Provision:* This amendment to Section would lock the existing traffic circulation fee to the fees in effect on September 24, 2018.
- *Impact to the City:* Under the City's fee increase approved on May 19, 2020, this would increase the fee to \$7,574 per apartment dwelling unit and \$7,899 per 1000 square feet of commercial. Based on an estimated 333 dwelling units or 104,000 of commercial in RPSP District B, the total cost of this amendment (difference between the prior fee and the new fee) is approximately:
 - Full residential build-out \$294,705 in waived revenue.
 - Full commercial build-out \$139,256 increase in revenue.

6. Set the City's Drainage Impact Fee rate:

A request to lock in the September 24, 2018 Drainage Impact Fee. The City's drainage fee provides funding to mitigate new developments impact on the storm drain system.

- *Original DA Provision:* Limitation on increase of certain fees for five years after January 4, 2006, the City at the rate in effect as of the Effective Date. The original DA fixed the fees for a period of 5 years, with that being extended an additional 5 years under the First DAA.

- *Proposed DA Provision:* This amendment to Section would lock the existing drainage impact fee to the fees in effect on September 24, 2018.
- *Impact to the City:* Under the City's fee increase approved on May 19, 2020, this would increase the fee to \$29,237 per gross acre of lot area for Medium and High Density Residential, Commercial, Office, Hotel, Industrial. Based on an estimate the total cost of this amendment (difference between the prior fee and the new fee) is approximately \$61,758.00 in waived revenue.

7. Credit toward the new Mobility Fee:

A request to provide credit toward the Mobility fee for the reasonable cost of design, engineering, land, and construction cost of the public bicycle and pedestrian facilities constructed as part of the RPSP buildout that haven't been used to offset other required fees. The Mobility fee was recommended in the City's 2011 Bicycle & Pedestrian Facilities Master Plan and is intended to support the City effort to improve the bicycle and pedestrian network.

- *Original DA Provision:* The Mobility fee is a new fee and therefore was not discussed in the DA.
- *Proposed DA Provision:* The DAA would allow the Developer to pay an alternative Mobility Fee based on the project density. Based on the average density of the added residential units of 1.71 persons per residential unit the adjusted Mobility Fee for the Multi Family residential would be \$1,347.05. The amendment would also provide a credit toward the new Mobility fee for the remaining 333 units. The credit is based on the fact that RiverPark has developed approximately 2.5 miles of Class 1 bike lanes and 4 miles of Class II bike lanes. City staff or a mutually agreed upon third party consultant shall be used to verify any costs used to obtain any fee credits. The value of these improvements would be distributed among the remaining developments
- *Impact to the City:* Under the City's fee increase approved on May 19, 2020, this new fee would have cost the Developer \$2,245 per dwelling or \$1,146 per 1,000 square feet of commercial. Based on an estimated 333 remaining dwelling units or the remaining 104,000 of commercial in RPSP District B, the total cost of this amendment is approximately \$747,585 or \$119,184 in waived revenue, for the residential or commercial, respectively.

8. Public Art Fee:

- *Original DA Provision:* : Public Art was not addressed in the DA
- *Proposed DA Provision:* Developer shall have the option of either paying a public art fee or providing art onsite equal in value to the public art fee set forth in full satisfaction of the City's public art requirements and City Council Resolution 14,124. Developers shall maintain public art installations on the Site in perpetuity, if installed.
- *Impact to the City:* This request would result in public art being installed in the City, but it would not result in a fiscal impact to the City.

9. Affordable Housing Requirements:

- *Original DA Provision:* Affordable housing was not addressed in the Original DA, since housing was not proposed on this site.
- *Proposed DA Provision:* All new residential projects developed in the Riverpark Commercial Area (RPSP District B) after the date of this Second Amendment containing ten or more dwelling units to be offered for rent shall include a number of dwelling units equal to not less than 15% of the total number of dwelling units in the project offered for rent at the following levels: 5% shall be rented at an affordable rent to persons and families of very-low income, 5% shall be rented at an affordable rent to persons and families of lower income, and 5% shall be rented at an affordable rent to persons and families of moderate income, as defined in California Health and Safety Code Sections 50105, 50079.5, 50093, respectively. Upon construction of the for-rent Affordable Housing Units for Very Low, Low, and Moderate Income Households each such unit shall be rented at rents that are Affordable to Very Low, Low, or Moderate Income Households for a period of fifty-five (55) years.
- *Impact to the City:* The amendment would result in the construction of an additional 50 affordable housing units in District B.

10. Maintenance Agreement for Access Road with Caltrans:

- *Original DA Provision:* An off-site maintenance agreement for access road with Caltrans was not addressed in the DA.
- *Proposed DA Provision:* Developer agrees to enter into a maintenance agreement for the access drive and road located just north of US 101 and to the East of Ventura Boulevard with the City.
- *Impact to the City:* The Developer, not the City, would be financially responsible for the upkeep of the access road.

7. Development Advisory Committee: The proposed DAA did not require review by the Development Advisory Committee (DAC). However, the DAC reviewed the associated proposed SPA on June 3, 2021, and December 16, 2020. The comments from the DAC have been incorporated into the SPA and Addendum, including the studies, to the FEIR.

8. Community Workshop: The DAA is not a development application and therefore does not require a Community Workshop. However, a Community Workshop on the SPA and 333 unit apartment project was held on August 17, 2020. Public notice signs were posted in the three locations corresponding with the proposed land use changes and Fore Apartments project site. Notifications were mailed to the RiverPark Neighborhood. Approximately 2,000 notices were mailed. The meeting was held online due to the COVID-19 meeting restrictions. Sixteen members of the community attended this meeting, and three people spoke on the items. The video from the online workshop was also posted on the City's website for

members of the public to view separately. The primary concern identified at the Community Workshop walkability and the connectivity of potential housing in District B to other resources. While District B, is on the periphery, there will be a variety of commercial uses within close proximity. New Urbanist principles generally define walking distances as $\frac{1}{4}$ to $\frac{1}{2}$ mile, which is a five to ten minute walk. In addition to the commercial development proposed at the Landing, many of the stores within the Collection are also within $\frac{1}{2}$ mile. Other than those concerns, the comments were generally supportive of the Project introduction of housing, and a recognition of the need for more housing.

Consistent with public noticing requirements, the Planning Commission Hearing was advertised with on-site postings and by mail to property owners within 300 feet of the project site. To date, Planning Staff has received one written comment but no other inquiries from the public regarding the proposed Project. The written comment is provided as Attachment F.

- 9. Appeal Procedure:** The requested actions for the DAA 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.

Attachments:

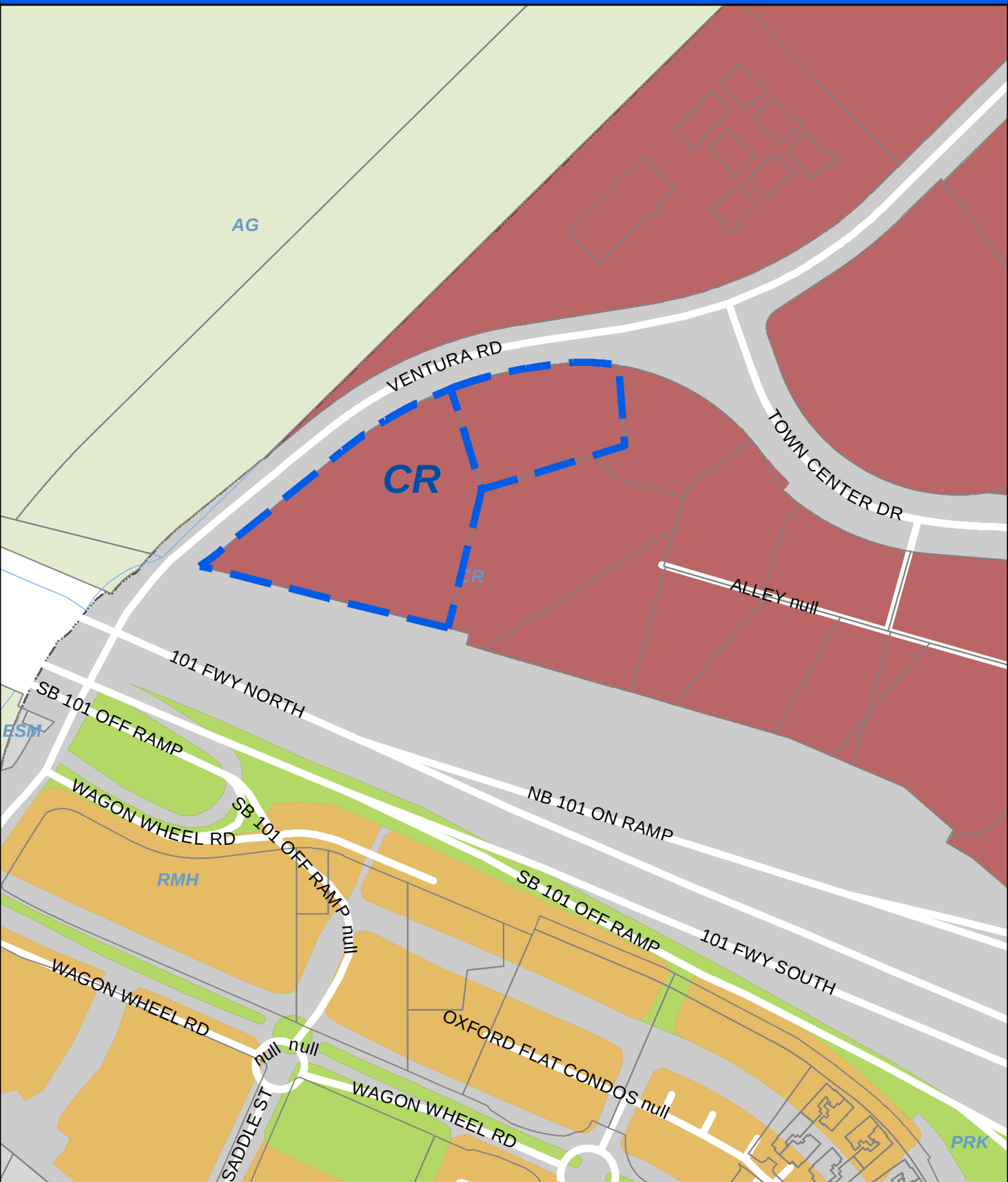
- A. Maps (Vicinity, General Plan, and Zoning Maps)
- B. Second Development Agreement Amendment
- C. Addendum No. 15 to the FEIR No. 00-03
- D. FEIR No. 00-03 and Subsequent Addendums
- E. General Plan Consistency Chart
- F. Written Comments Received
- G. Resolution Recommending Approval for Second DAA
- H. Staff Presentation

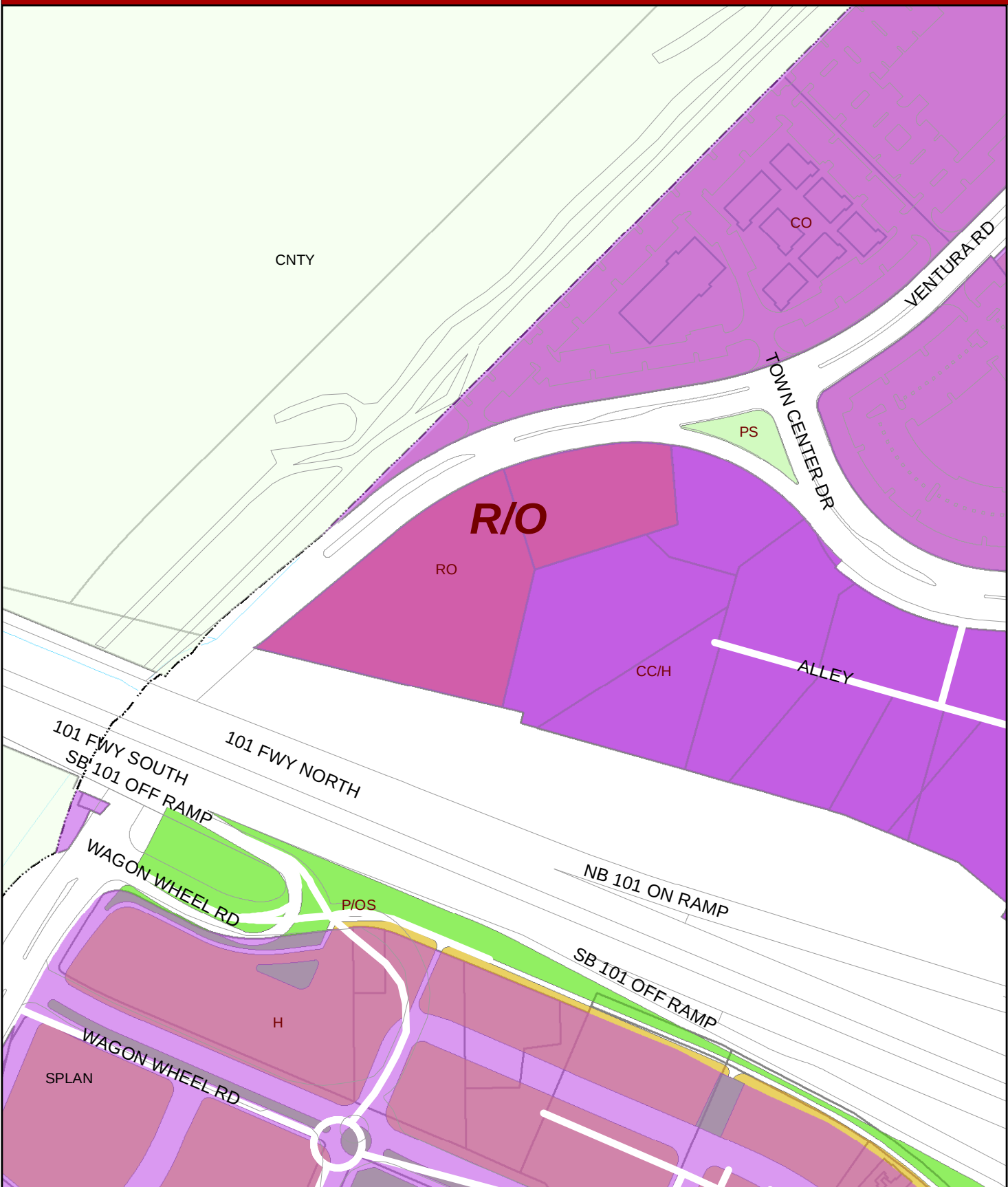
A. Maps

(Vicinity, General Plan, and Zoning Maps)



2030 General Plan Land Use Map







ATTACHMENT E - City of Oxnard 2030 General Plan Consistency Analysis

Fore Property DA Amendment

December 16, 2021 Planning Commission

Level I: Direct Applicability to a Proposed Policy, Project or Program

Level II: Related or Indirect Applicability to the Proposed Policy, Project, or Program

Level III: No or Distance Applicability to the Proposed Policy, Project, or Program.

All policies not listed are designated as Level III are deemed consistent with the 2030 General Plan.

General Plan Chapter Abbreviations Chapter:

SC: Sustainable Community	2
CD: Community Development	3
ICS: Infrastructure and Community Services	4
ER: Environmental Resources	5
SH: Safety and Hazards	6
MC: Military Compatibility	7
HE: 2021-2029 Housing Element	8

2030 General Plan		Level I	Level II	Rationale
Policy CD-1.2	<i>Infill Development, Priority to Mixed Use:</i> Promote the efficient use of larger vacant parcels and vacant areas of the City by encouraging infill development, with a priority to mixed uses that reduce vehicle trips and GHG emissions and promote sustainable development goals and objectives			The DAA facilitates future mixed use and residential development within a specific plan on infill property, as opposed to locating such development on farmland. The placement of housing within the Urban Village area helps to reduce trips by placing people in close proximity to commercial needs.

Policy CD-1.5	<i>Housing Variety</i> Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single family units.		X	The project promotes development of the RiverPark Specific Plan, which includes a variety of housing choices.
Policy CD-1.7	<i>Compact Development</i> 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.		X	Project promotes high density development in the Urban Village setting.
Policy CD-1.9 and 1.10	<i>Commute Reduction and Jobs-Housing Balance:</i> Minimize the commuting distances between residential concentrations and employment centers by encouraging the development of mixed land uses in appropriate areas. And Consider the effects of land use proposals and decisions on efforts to maintain an appropriate jobs-housing balance ratio.		X	The Project facilitates future development of mixed use and residential development within the RiverPark Specific Plan, which is in close proximity to the multiple office park areas and other commercial businesses within RiverPark and along Oxnard Boulevard.
Policy CD-3.3	<i>Innovative Redevelopment</i> Promote innovative design flexibility and possibly different residential densities in public and public/private redevelopment within existing neighborhoods through the use of alternative performance-oriented development standards, alternative development designs, development agreements, specific plans, mixed uses, and other development and planning techniques.	X		The DAA will promote the continued development of the RiverPark Specific Plan area.
Policy CD-7.1	<i>Establishment of Urban Villages</i> 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	X		The project site is within the North Oxnard Transit Enhancement District (Noted) urban village. The DAA will require a minimum of 15 percent affordable housing for any additional units and will support the construction of compact

	• 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			development within the Urban Village area.
Policy CD-8.5	<i>Impact Mitigation</i> Ensure that new development avoids or mitigates impacts on air quality, traffic congestion, noise, and environmental resources to the maximum extent feasible.	X		All mitigation measures from the FEIR will continue to be applicable to all projects developed under the Specific Plan.
Policy ICS-1.2	<i>Development Impacts to Existing Infrastructure</i> Review development proposals for their impacts on infrastructure (i.e., 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.	X		Future development on the site will also pay a range of required impact fees to the City, County, and school districts. The original DA addressed dedication of land for parks funding towards a fire station and other public facilities.
Policy ICS-1.3	<i>Funding for Public Facilities</i> Continue to utilize developer fees, public facilities fees, and other methods (i.e., grant funding or assessment districts) to finance public facility design, construction, operation, and maintenance.		X	
Policy ICS-1.4	<i>Infrastructure Conditions of Approval New development should not be approved unless:</i> • The applicant demonstrates adequate public services and facilities are available; • Infrastructure improvements incorporate a range of feasible measures that can be implemented to reduce all public safety and/or environmental impacts associated with the construction, operation, or maintenance of any required improvement; • Infrastructure improvements are consistent with City infrastructure master plans; and • Required infrastructure needed for future new development is self-funded.			The DA as amended ensures that the infrastructure needed for future development is self-funded.

Policy H-2.1	<i>Adequate Development Opportunities</i> Designate sufficient sites for residential development with densities of 30 dwelling units per acre (du/acre) or greater to accommodate projects that cumulatively meet or exceed the lower income category of the RHNA allocation.	X		The DAA will promote the development of the required affordable housing that will be used to meet the City's RHNA requirements, this housing type will meet the growing need for affordable by design workforce housing.
Policy H-2.2	<i>Balanced Opportunities</i> Provide opportunities to the private and public sectors to produce housing that meets the needs of special needs, extremely low-, very low-, low-, moderate-, and above moderate-income housing to achieve a balanced community.	X		
Policy H-3.4	<i>Inclusionary Housing Program</i> Continue the Inclusionary Housing Program that requires new housing developments to reserve a portion of units for lower-income households or make a payment into the City's in-lieu fee program.	X		Per the DAA, the project will be required to have a 15 percent inclusionary requirement.

RESOLUTION NO. 2021-50

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING THE SECOND AMENDMENT TO DEVELOPMENT AGREEMENT NO. 7113 (PLANNING AND ZONING PERMIT NO. 20-670-03) AND RECOMMENDING THAT THE CITY COUNCIL CERTIFY ADDENDUM NO. 15 TO FINAL ENVIRONMENTAL IMPACT REPORT NO. 00-03 FOR THE RIVERPARK SPECIFIC PLAN. THE PROJECT SITE IS LOCATED AT 2700 AND 2750 NORTH VENTURA ROAD (APN 132-0-100-095 & 132-0-100-085). FILED BY JONATHAN K. CORNELIUS OF FORE PROPERTY, 1004 SANTA BARBARA STREET, SANTA BARBARA , CA 93101.

WHEREAS, on September 10, 2002 the City Council approved the entitlements for The RiverPark Specific Plan to guide future development on the 702-acre project site; and

WHEREAS, On November 18, 2008, the City Council adopted Ordinance No. 2787, approving Planning and Zoning Permit No. 08-670-03 (Development Agreement No. A-7113) between the owners of the Project site and the City of Oxnard; and

WHEREAS, On November 9, 2010, the City Council adopted the first Development Agreement Amendment which maintained development fees at certain levels for an extended period of time, based on market conditions at the time; and

WHEREAS, in July 2002 the City Council certified Final Environmental Impact Report (FEIR) No. 2000-03 (State Clearinghouse No. 2000051046) and adopted a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The RiverPark Specific Plan and the anticipated build out of the 702-acre specific plan site. The FEIR No. 00-03 found four areas of significant impacts (Earth Resources-Mineral Resources, Water Quality, Agricultural Resources, and Cultural Resources-Historical Resources); and

WHEREAS, the Planning Commission of the City of Oxnard ("**Planning Commission**") has considered an application for Planning and Zoning Permit No. 20-670-03 ("**Project**"), a second amendment to Development Agreement No. A-7113 (Development Agreement) between the CITY OF OXNARD, a municipal corporation of the State of California (the "City") and OXNARD COASTAL INVESTMENTS, LLC, a California limited liability company and VENTURA LAND DEVELOPMENT COMPANY, LLC, a California limited liability company (collectively referred to "Applicant" or "Developer" in the record of proceedings); and

WHEREAS, the Second Development Agreement Amendment (DAA) shall allow for a time extension, impact fee modifications, define future affordable housing requirements, and off-site maintenance requirements. The proposed changes are included in Exhibit A to this Resolution; and

WHEREAS, on December 16, 2021, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for a Development Agreement (PZ 20-670-03) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the Planning Commission finds, after due study, deliberation and a duly noticed public hearing on December 16, 2021, and received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, and that the project meets the criteria set out in California Government Code 65864 through 65869.5; and

WHEREAS, an EIR Addendum was prepared to summarize the site specific technical clarifications with respect to the following impact analysis areas associated with the proposed SPA and Development Agreement Amendment (DAA) Land Use, Aesthetic, Earth Resources, Biological Resources, Resources, Water Resources, Transportation and Circulation, Agricultural Resources, Air Quality, Noise, Public Schools, Fire Protection, Police Protection, Parks and Recreation, Solid Waste Management, Library Services, Stormwater Drainage, Water Supply and Distribution, Wastewater Service, Entergy, Cultural Resources, Hazards, Wildfire, and Tribal Cultural Resources. The EIR Addendum concluded that no additional significant impacts were identified in Addendum No. 15 prepared for this Project, nor would the Project substantially increase the severity of previously anticipated significant impacts.. No additional mitigation measures are required; and

WHEREAS, pursuant to CEQA Guidelines §15164, the Commission considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project.

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, the Planning Commission has determined that minor changes are proposed to the project for which an FEIR were previously certified; and that an Addendum is the appropriate environmental document to evaluate the minor changes in the Project, and has prepared an Addendum thereto because the proposed changes to the original Specific Plan and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts. The Planning Commission has determined that there is no substantial evidence that the Project would result in new or substantially more severe impacts than those identified in FEIR No. 00-03. Rather, all of the impacts associated with the Project are within the envelope of impacts addressed in the Certified FEIR and do not constitute a new or substantially increased significant impact. Accordingly, none of the conditions that trigger the need to prepare a subsequent Environmental Impact Report pursuant to CEQA Guidelines § 15162 would occur; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the proposed Development Agreement Amendment is consistent with the 2030 General Plan, and

WHEREAS, the pursuit of the Development Agreement Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As outlined in Section 6(b) and Attachment E of the Planning Commission Staff report, the proposed Development Agreement Amendment is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;
2. As outlined in Section 6(d) of the Planning Commission Staff report, the proposed Development Agreement Amendment is a logical refinement and internally consistent with the adopted Fore Development Agreement; and
3. As determined in the Addendum to FEIR No. 00-03, the proposed Development Agreement Amendment will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare;
4. As outlined in Section 6(c - d) of the Planning Commission Staff report, the proposed Development Agreement in association with the RiverPark Specific Plan Amendment conforms to adopted City standards and constitutes good City planning.

WHEREAS, the Applicant agrees that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this 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. 20-670-03 (Amendment No. 2 to Development Agreement No. A - 7113) to amend the Development Agreement pursuant to Exhibit A, 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 Fore Property Development Agreement Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The Planning Commission finds that the Fore Property Development Agreement Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The Planning Commission finds that the project site associated with the Fore Property Development Agreement Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Planning Commission determines that the development that would be authorized for the project site by the proposed Fore Property Development Agreement Amendment is the best use for the subject project site.

SECTION 6. The Planning Commission determines that the Fore Property Development Agreement Amendment is in the best interests and welfare of the City and its residents.

SECTION 7. As part of the recommended City Council approval of a Development Agreement Amendment for the Fore Property, the Planning Commission recommends that the Development Agreement Amendment include the requirement that the property owner enter into a Project Labor Agreement before the development of the Fore Property proceeds.

SECTION 8. In recommending adoption of this Resolution for the Fore Property Development Agreement Amendment, the Planning Commission finds and determines the project is in compliance with the California Environmental Quality Act because Addendum No. 15 to FEIR No. 00-03, and Subsequent Addendums was considered by the Planning Commission at the public hearing for the Fore Property Development Agreement Amendment. The Addendum to the FEIR No. 00-03 was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent environmental impact report pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the FEIR No. 00-03 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 9. Until such time that the City Council approves the Fore Property Development Agreement Amendment, the underlying Development Agreement shall remain in full force and effect and shall apply to the property affected by this Resolution.

SECTION 10. The Secretary shall certify the adoption of this Resolution.

//

PASSED and ADOPTED by the Planning Commission of the City of Oxnard on this 16th day of December 2021 by the following vote:

Daniel Chavez, Jr, 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 16th day of December 2021, and carried by the following vote:

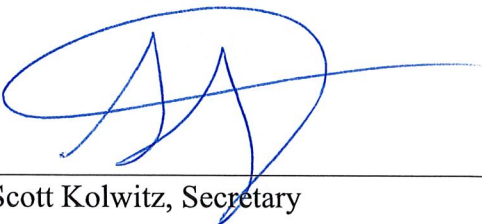
AYES: Commissioners: Chair Chavez, Vice Chair Arruejo, Commissioners
Connelly, Lopez, Meyer, Nash, Sanchez

NOES: Commissioners:

ABSENT: Commissioners:

ABSTAIN: Commissioners:

RECUSED: Commissioners:



Scott Kolwitz, Secretary

Fore Property Development Agreement Amendment No. 2 (PZ 20-670-03)
Planning Commission Hearing Date: December 16, 2021
Resolution No. 2021- 50
Page 6 of 6

EXHIBIT A

SECOND DEVELOPMENT AGREEMENT TEXT
(See Attachment B of Planning Commission staff report)

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attn: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the "Second Amendment") is made in Ventura County, California as of _____, 202__, by and between the **CITY OF OXNARD**, a municipal corporation of the State of California (the "City") and **OXNARD COASTAL INVESTMENTS, LLC**, a California limited liability company and **VENTURA LAND DEVELOPMENT COMPANY, LLC**, a California limited liability company (collectively, "Developer").

RECITALS

- A. Developer is the successor in interest to the owner of that certain real property located in the City and more particularly described in Exhibit 1 attached hereto ("Property"). The Property is located within the boundaries of the City's RiverPark Specific Plan.
- B. The City and the prior owner of Developer entered into that certain Development Agreement dated as of November 18, 2008, and which was recorded against the Property on December 1, 2008, as Instrument No. 20081201-00172496-0 in the Ventura County Recorder's Office and re-recorded against the Property on December 17, 2008, as Instrument No. 20081217-00180417-0 in the Ventura County Recorder's Office (the "Original Development Agreement"), as amended by that certain First Amendment to Development Agreement dated as of November 9, 2010, and recorded against the Property on January 6, 2011, as Instrument No. 20110106-00003776-0 in the Ventura County Recorder's Office (the "First Amendment to Development Agreement"). The Original Development Agreement as amended by the First Amendment to Development Agreement, together with any extensions or amendments approved administratively, are referred to herein collectively as the "Development Agreement."
- C. As of the date of this Second Amendment, Developer is in full compliance with the terms, conditions, and obligations of the Development Agreement, as amended.

- D. The City has recently adopted updated development impact fees (the “2020 Development Impact Fees”) related to the installation of public infrastructure to accommodate future development planned to occur in the City. The bulk of the development within the RiverPark Specific Plan Area has already occurred. In conjunction with such development, the public infrastructure associated with and necessary for the development of the RiverPark Specific Plan has already been constructed.
- E. Developer and the City intend hereby to amend the Development Agreement to establish a mechanism for the payment of certain 2020 Development Impact Fees that are to be applied within the RiverPark Specific Plan area as described below.
- F. Developer and the City each desire to obtain the agreement of one another to the provisions of the Development Agreement, as amended by this Second Amendment.
- G. On _____, the Planning Commission held a duly noticed public hearing wherein the Planning Commission reviewed this Second Amendment.
- H. On _____, the City Council held a duly noticed public hearing on this Second Amendment in accordance with Government Code Section 65868.
- I. The City Council has given notice of its intention to consider this Second Amendment, has conducted public hearings thereon pursuant to the relevant portions of the Government Code, and has found that the provisions of this Second Amendment are consistent with the City’s General Plan, City zoning ordinances, and the RiverPark Specific Plan, as amended. The City Council has also specifically considered the impacts and benefits of this Second Amendment upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Second Amendment is beneficial to the residents of the City and is consistent with the present public health, safety, and welfare needs of the residents of the City and the surrounding region.
- J. The City has determined that the actions to be taken pursuant to this Second Amendment will not result in environmental impacts which are new or substantially changed from those already analyzed and addressed in the RiverPark FEIR and subsequent addenda, and, therefore has determined that none of the elements set forth in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines exists and therefore has determined, in accordance Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines, that no subsequent or supplemental Environmental Impact Report, Negative Declaration or Mitigated Negative Declaration is required to be prepared prior to adopting the Ordinance approving this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the operative provisions of this Second Amendment by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Developer agree as follows:

Section 1. Extension of the Term of the Development Agreement.

The term of the Development Agreement, and in particular Section 2 of the Original Development Agreement, is hereby amended to extend such term through and including July 1, 2028. Therefore, the first sentence of Section 2 of the Original Development Agreement is hereby amended and replaced as follows: “This Agreement shall become operative and commence upon the Effective Date and shall remain in effect through and including July 1, 2028, unless the term is modified by mutual written consent of the City and the Developer.”

Section 2. Application of 2020 Development Impact Fees and Credits Thereon.

In light of the public infrastructure already constructed in conjunction with development on the Project, the City agrees that through July 1, 2028, the maximum amount of any traffic impact fees assessed shall be limited to the rate in effect immediately prior to the City’s adoption of the 2020 Development Impact Fees, which are reflected on the City’s fee chart dated as of September 24, 2018. The City further agrees that the 2020 Development Impact Fees related to the Park Development Fee shall not apply to the Project.

In lieu of the 2020 Development Impact Fees related to the Mobility Fee, the RiverPark Commercial Area Developers shall pay an alternative Mobility Fee based on the project density. Based on the average density of the added residential units of 1.71 persons per residential unit, the alternative Mobility Fee for the Multi-Family residential would be \$1,347.05 per unit. Credits for the reasonable cost of design, engineering, land and construction costs of the public bicycle and pedestrian facilities constructed as part of the buildout of the RiverPark Specific Plan area, not otherwise used to offset mobility fees or other required fees which have already been credited, shall be granted for the alternative Mobility Fee on a first-come, first-served basis among all developers in the RiverPark Specific Plan area. Under no circumstances shall Developer be entitled to a refund of the fee credits or a transfer to a third party (i.e., an entity that does not qualify as Developer or permitted assignee under this Agreement) of the fee credits obtained pursuant to this Section. Developer is not guaranteed that any credits will still be available at the time of the imposition of any fees. Developer shall provide all funding necessary for a mutually agreed upon third party consultant to verify all costs used to obtain fee credits.

The City acknowledges that, as specified in the RiverPark Specific Plan, the Project includes public recreation and open space areas, including parks, trails and other open spaces (collectively, the “Public Recreation Areas”). The City acknowledges that the value of such Public Recreation Areas exceed the Quimby Fees under Government Code Section 66477 and that the City would otherwise be entitled to impose on the Project and that no Quimby Fees or other park-related fees shall be due from Developer in connection with any portion of the Project. This waiver of payment of current and future City Quimby Fees and park-related fees shall remain in effect for the term of this Agreement, including any extensions thereof, or until the initial buildout of the Project occurs, whichever term is longer.

In lieu of the 2020 Development Impact Fees related to the Growth Requirement Capital Fee (aka Growth Development Fee), Developer shall pay an alternative Growth Requirement

Capital Fee based on the project density. Based on the average density of the added residential units of 1.65 persons per residential unit, the Growth Requirement Capital Fee for the Multi-Family residential would be \$2,290 per unit, in full satisfaction of the City's growth development requirements and Resolution Numbers 10,275, 10,996 and 12,975.

Further, the City acknowledges that Developer shall have the option of either: (i) paying a public art fee in the amount of \$0.28 per square foot of the roofed area per building, or (ii) providing art onsite equal in value to the public art fee amount set forth in clause (i) above, in full satisfaction of the City's public art requirements and City Council Resolution 14,124. Developer shall maintain public art installations on the Property in perpetuity, if installed.

Further, Section 6 of the Development Agreement shall be deleted in its entirety and replaced with the following:

"6. Project's Payment of Development Impact and Capital Fees.
Except as modified by this Second Amendment, Developer shall pay all development impact and capital fees applicable to the Project at such time and in such manner as is provided in the Development Fees document from the City with an effective date of September 24, 2018. Such existing fees shall be fixed for the term of this Second Amendment. The Existing Fees shall consist of those development impact and capital fees in existence as of September 24, 2018, including but not limited to Sewer Connection Fees, Water System Connection Fees, Water Service and Meter Charges, Storm Drain Fees, Traffic Impact Fees, Undergrounding of Overhead Utility Lines, and Air Quality Impact Fees. The Existing Fees shall only include such fees that are retained by the City and not paid to another governmental agency, and that offset or reimburse the City for the increased impacts on the City's public improvements due to development. Any increase in any fee applicable to such Project shall only be applicable to the Project to the extent that any such fee increase is applied consistently and proportionately in accordance with applicable law."

Section 3. Future Affordable Housing.

The City's Affordable Housing Ordinance (Ordinance 2980) requires that residential projects containing more than ten (10) units shall provide ten percent (10%) of the total number of units as affordable units, with half being affordable to persons of lower income and half being affordable to persons of very low income; however, the City's Affordable Housing Ordinance does not apply to new housing projects located in areas subject to a specific plan adopted by the City that requires such projects to provide as many or more affordable units for lower and very low income persons and families as the City's Affordable Housing Ordinance. The City and Developer have agreed to an alternative affordable housing program for the Property subject to this Second Amendment. In lieu of the ten percent (10%) requirement under the City's Affordable Housing Ordinance stated above, all new residential projects developed on the Property after the date of this Second Amendment containing ten or more dwelling units to be offered for rent shall include a number of dwelling units equal to not less than fifteen percent (15%) of the total number of dwelling units in the project offered for rent at the following levels:

five percent (5%) shall be rented at an affordable rent to persons and families of very-low income, five percent (5%) shall be rented at an affordable rent to persons and families of lower income, and five percent (5%) shall be rented at an affordable rent to persons and families of moderate income, as defined in California Health and Safety Code Sections 50105, 50079.5, 50093, respectively. Upon certificate of occupancy of the for-rent Affordable Housing Units for Very Low, Low and Moderate Income Households each such unit shall be rented at rents that are Affordable to Very Low, Low, or Moderate Income Households for a period of fifty-five (55) years. Such units shall otherwise comply with the requirements in the City's Affordable Housing Ordinance. For Moderate Income units, however, the maximum affordable rent shall be calculated as defined in Health and Safety Code 50053(b)(4).

Section 4. Expiration of Town Center Development Agreement.

The City and Developer acknowledge the existence of a "Development Agreement/Oxnard Town Center Project" ("Town Center Development Agreement"), which was entered into between the City and Warmington-Semler Partners, and recorded on October 2, 1986 as Instrument No. 86-137015 in the Ventura County Recorder's Office. The Town Center Development Agreement is an encumbrance against the Property. The City acknowledges and agrees that the Town Center Development Agreement has expired by its terms and is no longer in force and effect. Further, the City acknowledges and agrees that the Town Center Development Agreement has been superseded and replaced by the Development Agreement. The City agrees to take appropriate steps to release the Town Center Development Agreement from the Property.

Section 5. Maintenance Agreement for Access Road with Caltrans.

Developer agrees to enter into a maintenance agreement for the access drive and road located just north of the US 101 (Ventura Freeway) and to the East of Ventura Boulevard ("Access Road") with the City (the "Maintenance Agreement"). The Maintenance Agreement will be entered into after Developer or its assignee secures entitlements for that certain project known as "Fore Riverpark" that is currently pending before the City.

Section 6. Miscellaneous Provisions.

(a) Entire Agreement. Except for the Development Agreement, which this Second Amendment amends, this Second Amendment represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Second Amendment.

(b) Section Headings. The section headings contained in this Second Amendment are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(c) Counterparts. This Second Amendment and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(d) Waiver. No waiver of any provision of this Second Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(e) Severability. If any term, covenant, condition or provision of this Second Amendment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Second Amendment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided that the invalidity or unenforceability of such provision does not adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder.

(f) No Reliance on Other Parties. All parties to this Second Amendment declare that, prior to the execution of this Second Amendment, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Second Amendment and making the decision to execute it. The parties hereto each represent and acknowledge that in executing this Second Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Second Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Second Amendment.

(g) Construction. The provisions of this Second Amendment shall be liberally construed to effectuate its purpose. The language of this Second Amendment shall be construed according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Second Amendment and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural and vice versa.

(h) Successors and Assigns. This Second Amendment shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

(i) Governing Law. The validity and interpretation of this Second Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

(j) Authorizations. Each party certifies and warrants that all individuals executing this Second Amendment and other related documents on its behalf have the capacity and have been duly authorized to do so. Each party shall also indemnify the other parties to this Second Amendment and hold them harmless from any and all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.

(k) Effective Date. After this Second Amendment has been signed by authorized representatives of each of the parties hereto, this Second Amendment shall become effective on the date on which the ordinance approving this Second Amendment becomes operative under Government Code Section 36937.

(l) Definitions. All terms not specifically defined in this Second Amendment shall have the meanings ascribed to them in the Development Agreement.

(m) Impact of Second Amendment on Development Agreement. Unless otherwise specifically amended by this Second Amendment, all provisions of the Development Agreement, as previously amended, shall remain in full force.

(n) Intentionally Omitted.

(o) Recordation of this Second Amendment. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of this Second Amendment with the Ventura County Recorder's Office within ten (10) days after the mutual execution of this Second Amendment.

IN WITNESS WHEREOF, the parties to this Second Amendment have each executed this Second Amendment as of the date first written above.

[Signatures on following pages]

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

Date: _____

By: _____

Mayor

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

Stephen Fischer
City Attorney

[Signatures continue on next page]

DEVELOPER:

OXNARD COASTAL INVESTMENTS, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

VENTURA LAND DEVELOPMENT COMPANY,
a California limited liability company

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2021 before me, _____
Notary Public (insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: _____

[Seal]

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2021 before me, _____
Notary Public (insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: _____

[Seal]

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2021 before me, _____
Notary Public (insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: _____

[Seal]

EXHIBIT 1

THE PROPERTY

All that certain real property situated in the County of **Ventura**, State of California, described as follows:

LOTS 8 AND 9 OF TRACT NO. 4334, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 114, PAGES 62 TO 66 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER THE PROPERTY HEREIN DESCRIBED, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE THEREOF OR WITHIN OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEED RECORDED IN BOOK 4723, PAGE 472 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE REMAINDER OF ALL THE OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER SAID PROPERTY, WITHOUT, HOWEVER THE RIGHT TO ENTER ON THE SURFACE THEREOF OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEEDS RECORDED DECEMBER 3, 1986 AS INSTRUMENT NO. 86-175822 THROUGH 86-175828, OF OFFICIAL RECORDS.

Assessor's Parcel Number: **132-0-100-085 & 132-0-100-095**

Addendum No. 15
to the
River Park Project
Final Environmental Impact Report

State Clearinghouse No. 2000051046

PREPARED FOR:

City of Oxnard
214 South C Street
Oxnard, California 93030

PREPARED BY:

Westlake Village
920 Hampshire Road, Suite A5
Westlake Village, CA 91361



Los Angeles
706 S. Hill Street, 11th Floor
Los Angeles, CA 90014

December 2021

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1.0 INTRODUCTION

This is the fifteenth Addendum to the certified Final Environmental Impact Report (Final EIR) for the RiverPark Project. This introduction describes the background of the planning and environmental review process for the RiverPark Project and the purpose and organization of this Addendum with respect to analyzing the environmental impacts of a proposed amendment to the adopted Specific Plan.

1.1 PURPOSE OF AN ADDENDUM

When a Final EIR has been certified for a project, the California Environmental Quality Act (CEQA) and the State CEQA Guidelines define standards and the procedure for additional environmental review. Sections 15162–15164 of the State CEQA Guidelines define the standards for determining the level of additional environmental review required when an EIR has been certified for a project.

When it can be determined that neither the proposed changes to the project, changed circumstances, nor new information results in the identification of new significant impacts, or the substantial increase in the severity of significant impacts identified in the certified EIR, an Addendum to an EIR may be prepared. Public review of an Addendum is not required by CEQA. If new significant impacts or a substantial increase in the severity of significant impacts identified in the previous EIR would result, then preparation and circulation of a Subsequent or Supplemental EIR for additional public review is required.

This Addendum to the Final EIR for the RiverPark Project has been prepared because:

1. No substantial changes are proposed in the project that will require major revisions of the previous EIR due to the occurrence of new significant effects or a substantial increase in the severity of previously identified significant impacts;
2. No substantial changes in circumstances under which the project is undertaken will occur that will require major revisions of the previous EIR due to the occurrence of new significant environmental effects or a substantial increase in the severity of previously identified effects; and
3. No new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was prepared shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous EIR;
 - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - d. Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The analysis of the proposed Specific Plan Amendment in this Addendum supports the conclusion that neither the proposed changes to the amount and location of residential and commercial uses allowed by the Specific Plan or changes to the circumstances under which the RiverPark community will continue to develop will result in any new significant impacts nor any substantial increase in the severity of any of the significant impacts identified in the Final EIR. Additionally, no new information of substantial importance has been identified that indicates the Specific Plan Amendment as currently proposed would result in any new significant impacts nor any substantial increase in the severity of the significant impacts identified in the Final EIR.

This Addendum provides an update to the environmental information in the Final EIR, analysis of the impacts of the proposed Specific Plan Amendment and presents a comparison of the environmental impacts of this proposal with the impacts identified in the Final EIR.

This Addendum provides the following information for each environmental topic addressed in the original EIR: First, a summary of impacts identified in the Final EIR is provided. This is followed by an analysis of the proposed Specific Plan Amendment, and a comparison with the impacts identified in the Final EIR. This analysis includes, where applicable, discussion of the City's updated 2030 General Plan as well as other new City, State, or local plans and regulations, and.

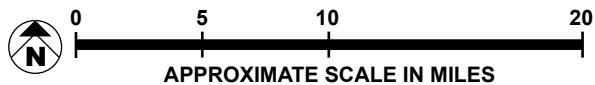
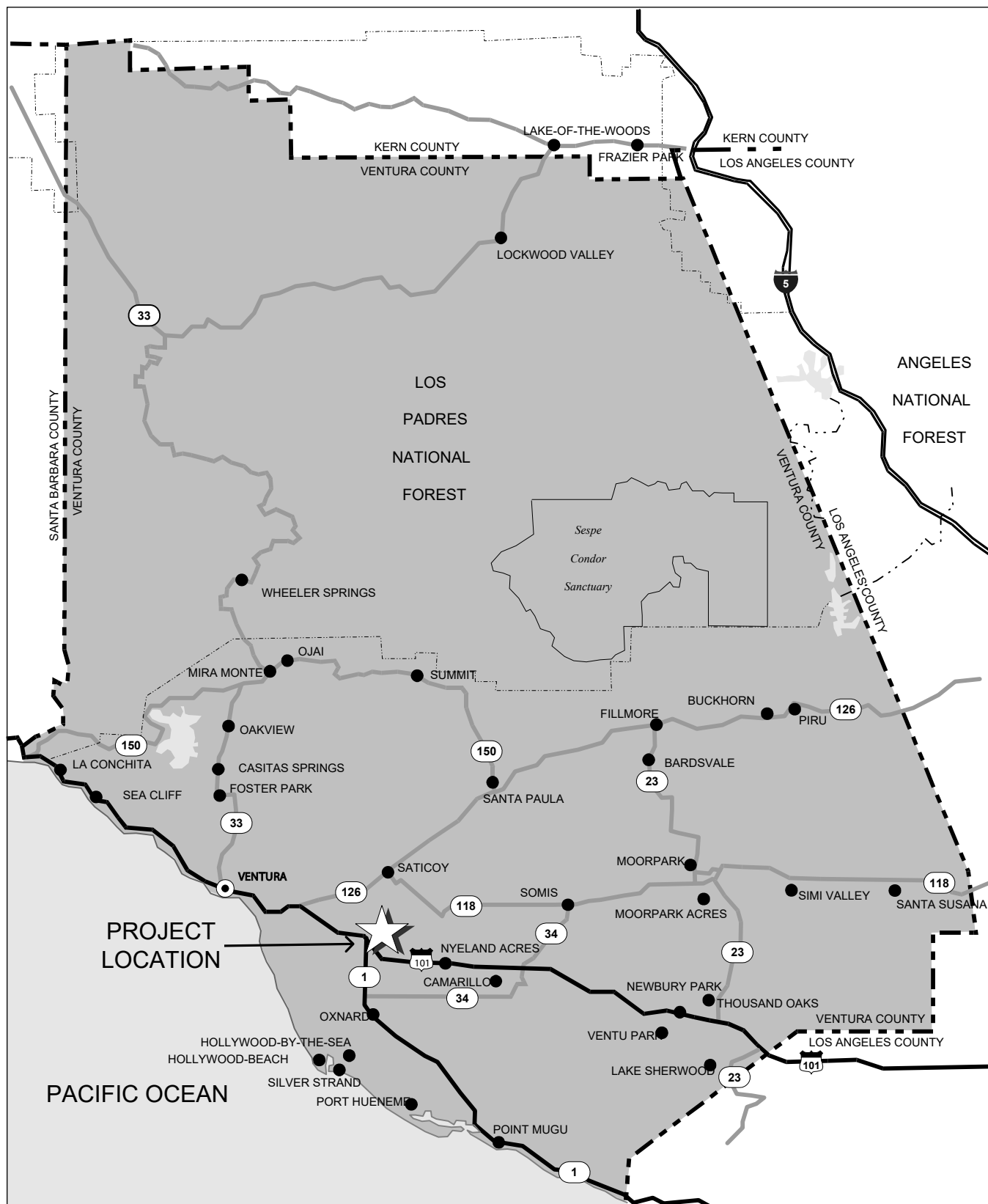
Following this introduction, the background of the RiverPark Specific Plan project is described. This background section is followed by a description of the proposed amendment to the Specific Plan. The environmental analysis follows the project description section.

1.2 BACKGROUND

RiverPark is an integrated mixed-use community of residences, commercial uses, parks, schools, civic uses, and supporting infrastructure. As shown in **Figure 1: Regional Location**, the 702-acre RiverPark Specific Plan Area is located immediately north of the Ventura Freeway (US 101) between the Santa Clara River and Vineyard Avenue (State Route 232) in Oxnard. **Figure 2: Project Vicinity Map** shows the boundaries of the RiverPark Specific Plan Area and its location in the City of Oxnard (City).

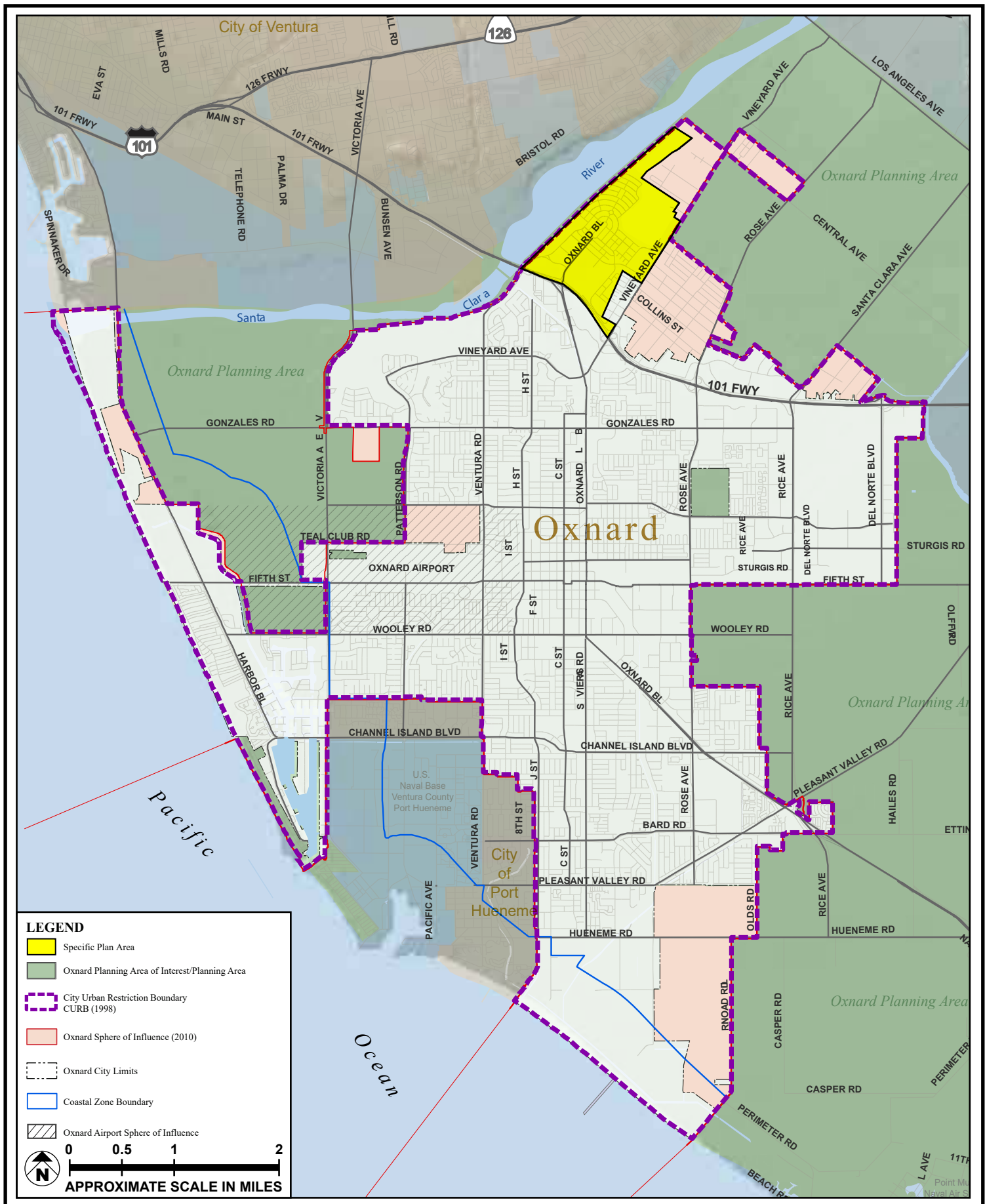
Development of RiverPark is guided and regulated by the RiverPark Specific Plan and several related implementation agreements, including the RiverPark Development Agreement (DA) and the RiverPark Owner Participation Agreement (OPA). The RiverPark Project EIR was prepared and certified by the City to meet the requirements for environmental review under CEQA.

The RiverPark Project EIR addressed a series of related discretionary actions that made up the Project, including a General Plan Amendment, adoption of the Specific Plan, and annexation of a portion of the site. In addition, the RiverPark Project EIR addressed several agreements related to the implementation of the Project, including the DA between the City and the applicants and the OPA between the Oxnard Community Development Commission and the applicants for the portion of the Specific Plan Area located within the City's Historic Enhancement and Revitalization of Oxnard (HERO) Redevelopment Project Area.



SOURCE: RiverPark Project, FEIR - June 2010

FIGURE 1



SOURCE: City of Oxnard Planning Department - March 2010

FIGURE 2

The Oxnard City Council certified the Final EIR and approved the RiverPark Specific Plan and the related agreements on August 27, 2002. Development of RiverPark began in May 2004 and continues to this date. The Specific Plan has been the subject of several minor administrative amendments since the original adoption. Errata documents have been prepared for the Specific Plan to document these approved specific plan amendments and correct minor inconsistencies in the text and graphic exhibits within the Specific Plan as they have been identified during implementation of the Project. In addition, there have been minor amendments to the OPA and other agreements related to the implementation of the RiverPark Project. For each of these modifications of the RiverPark Project, an Addendum to the Final EIR was prepared by the City in accordance with CEQA. Addendums to the Final EIR were also prepared to address minor changes to the construction of the Project during the land development phase and minor revisions to the mitigation measures for the air quality impacts of the Project to reflect changes in the planning of the main commercial area. A summary of the previous Addendums is provided below:

- **Addendum 1 – August 2002:** The RiverPark Project, as described and analyzed in the RiverPark Final EIR, included a proposal for temporary dewatering of limited areas during grading activities. This Addendum addressed a minor change to the dewatering plan to include a second location for a dewatering well.
- **Addendum 2 – September 2002:** This Addendum evaluated an amendment to include regulations for temporary uses.
- **Addendum 3 – January 2004:** This Addendum evaluated a minor amendment to the Specific Plan to change the land use designation on a small parcel from Open Space to Commercial.
- **Addendum 4 – November 2005:** The RiverPark Specific Plan, as described and analyzed in the RiverPark Final EIR, included a conceptual grading plan for the entire Specific Plan Area. This conceptual grading plan identified a total of 10 million cubic yards of cut and fill of earth materials on the Project site. It was anticipated that the grading operations would be a balanced operation, requiring no import or export of earth materials, based on the soil characteristics identified in the geotechnical report prepared for the Project site. During the initial mass grading of the site, it was determined that soil compression was higher than anticipated. In addition, implementation of the mitigation measures identified in the Final EIR required removal and recompacting of soil at depths greater than the conceptual grading plan. As a result, soil needed to be imported to balance grading on the site. This Addendum assessed the environmental effects of importing of up to 600,000 cubic yards of soil.
- **Addendum 5 – June 2007:** This Addendum addressed an amendment to the Owner Participation Agreement to permit the hotel allowed in District C to be developed in District D on a 5-acre site on the southeast corner of Oxnard Boulevard and Danvers River Street and allow up to 100,000 square feet of retail commercial development on the 12-acre site in Planning District C where the hotel was originally allowed in the Specific Plan.
- **Addendum 6 – June 2007:** This Addendum addressed minor changes to the mitigation measures for air quality impacts included in the Final EIR to reflect the planning of the retail commercial project, The Collection at RiverPark, planned in Planning Districts B, C, and D as identified in the RiverPark Specific Plan.

- **Addendum 7 – November 2007:** This Addendum addressed an amendment to the Owner Participation Agreement and an amendment to the Memorandum of Understanding (MOU) between the Oxnard Community Development Commission (CDC) and the applicants related to financing of public infrastructure, parking facilities, and improvements in support of commercial development in RiverPark, including a 500-space parking structure within the primary commercial district, Planning District D, of the RiverPark Specific Plan.
- **Addendum 8 – December 2007:** This Addendum addressed an amendment to the RiverPark Specific Plan to allow changing the amount of residential development allowed on the remaining land in Planning District A (Mixed Use/Office District) and Planning District F (Vineyards Neighborhood District).
- **Addendum 9 – February 2009:** This Addendum addressed a minor amendment to the RiverPark Specific Plan to one (1) freeway oriented sign, not to exceed 60 feet in height, in one of three designated locations in the main commercial district, Planning District D.
- **Addendum 10 – July 2009:** This Addendum evaluated the addition of an administrative office and maintenance facility for the City General Services Department in Planning District E as defined in the RiverPark Specific Plan.
- **Addendum 11 – January 2010:** This Addendum evaluated the impacts of the Ventura Road Utilities Project for the City Public Works Department, which proposed infrastructure improvements under Ventura Road between Gonzales Road and Vineyard Avenue.
- **Addendum 12 – June 2011:** This Addendum evaluated a proposed amendment to the uses allowed by the RiverPark Specific Plan in Districts A and D. The amendment proposed an increase in the maximum number of residential units from 2,805 to 3,145 units with a corresponding reduction in the amount of commercial development allowed from 2,485,000 to 2,078,000 square feet. This proposed amendment was considered by the Planning Commission and City Council in June 2012. The City Council approved an increase in the maximum number of residential units allowed from 2,805 to 3,043 residential units and a decrease in the amount of commercial development from 2,485,000 to 2,098,000 square feet.
- **Addendum 13 – March 2011:** An amendment to the signage standards in Section 5.9.3.3 of the specific plan allowed three freeway-oriented monument signs up to 20 feet tall, in designated locations within District D as defined in the RiverPark Specific Plan. In addition, the specific plan amendment allowed changeable electronic display panels on the pylon sign subject to approval of a Special Use Permit. The locations of these signs are shown on the revised Exhibit 5.HH, which was incorporated into the specific plan. This Addendum and the amendment to the signage standards in the specific plan were prepared and approved during the period that Addendum 12 was still under preparation.
- **Addendum 14 – January 2016:** This Addendum evaluated an amendment to the RiverPark Specific Plan to transfer retail commercial development from District E to C, increase the amount of commercial development in District C, and allow a freeway oriented sign up to a maximum of 60 feet. The maximum amount of commercial development allowed by the RiverPark Specific Plan was not changed as a result of this amendment.

2.0 PROJECT DESCRIPTION

The proposed amendment to the RiverPark Specific Plan (Specific Plan Amendment) would provide an option to allow the development of an additional 1,025 multifamily residential units in three of the commercial mixed-use districts in the southern portion of the Specific Plan Area. If these additional residential units are developed, the amount of commercial development currently permitted by the Adopted Specific Plan in these Districts would be reduced by 562,000 square feet. The addition of a Residential: Very High land use category is also proposed to allow the development of the additional residential units. This new land use designation would be applied to three locations in Districts B, C, and D as defined in the RiverPark Specific Plan. This development of additional residential units could occur in any or all of these three districts under the proposed amendment. New development standards are also proposed for multifamily development that would be allowed by this category.

2.1 ADOPTED RIVERPARK SPECIFIC PLAN

The RiverPark Specific Plan permits the development of an integrated mixed-use community consisting of open space, residential, commercial, and public facilities. The design of the RiverPark community follows the design principles of the New Urbanism and Smart Growth movements, which emphasize the importance of mixed land uses, communities scaled for pedestrian movement, limiting automobile usage, and physical design in creating communities in which people want to live, work, and shop. The RiverPark community is made up of four basic land uses: (1) the commercial area within the southern portion of RiverPark; (2) the residential neighborhoods to the north and east of the commercial areas; (3) the open space areas in the northern portion of the Specific Plan Area; and (4) public facilities located throughout the community. These land uses are linked and unified by a landscaped pedestrian, bicycle, and vehicular circulation system. **Figure 3: Adopted Land Use Plan—Permitted Uses** presents the Land Use Plan for the Specific Plan.

Figure 4: Adopted Land Use Summary by Planning District presents the land use summary by planning district, which describes the type and maximum intensity of allowed land uses. The Specific Plan established 13 planning districts to regulate the location and configuration of the planned land uses. Each planning district has a specific range of permitted and specially permitted land uses, densities, parking requirements, and other development standards. The RiverPark Specific Plan currently allows the development of up to 3,043 residential units and 2,098,000 square feet of commercial development.

The Specific Plan identified sites for two new elementary (K–5) schools and one new intermediate (6–8) school; new City and County of Ventura Fire Stations; and neighborhood parks and community open space. The Specific Plan also facilitated the reclamation of the existing mine pits located in the northern portion of the Specific Plan Area and allows the reclaimed mine pits to be used as water storage and recharge basins as part of ongoing groundwater management efforts.

**RIVERPARK LAND USE PLAN:
PERMITTED USES**
Land Use Plan Date: July 26, 2011

Legend

Planning Districts

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

Land Use

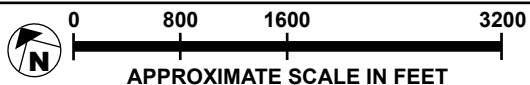
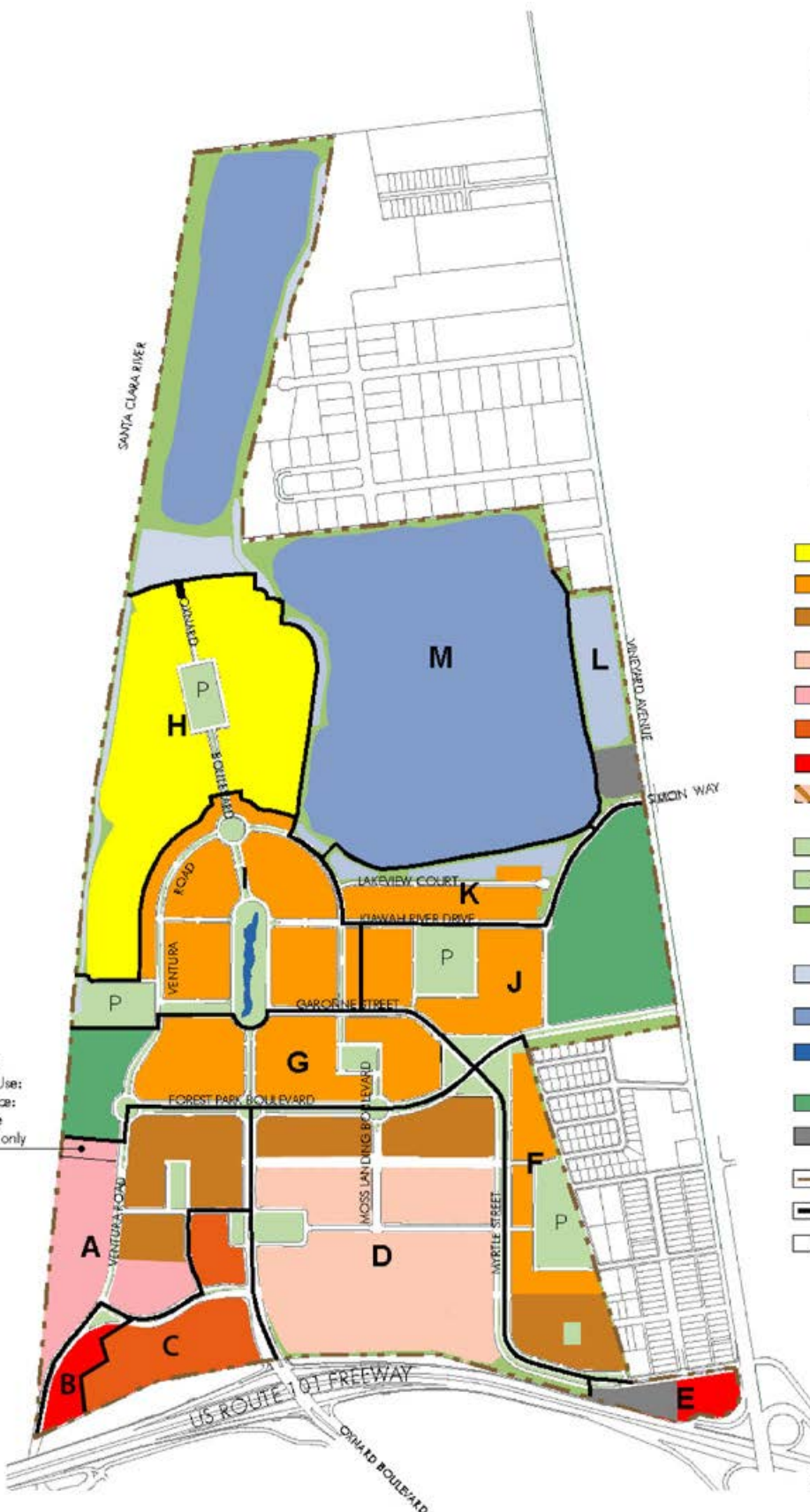
- Residential: Low Medium (8-12 DU/gross acre)
- Residential: Medium (12-18 DU/gross acre)
- Residential: High (18-30 DU/gross acre)
- Commercial: Regional
- Commercial: Office
- Commercial: Convention/ Hotel
- Commercial: Retail/ Office
- Mixed Use: Residential: High/ Commercial: Office

- Open Space: Park Space
- Open Space: Neighborhood Parks
- Open Space: Landscaped Buffer
- Open Space: Miscellaneous: Dry Swales/ Detention Basins
- Open Space: Miscellaneous: Water Storage/ Recharge Basins
- Open Space: Miscellaneous: Water Feature

- Schools/ Community Park
- Public Facilities

- Specific Plan Area
- Planning District Boundary
- Planning District Designation

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



SOURCE: Di Cecco Architecture, Inc. – August 2012

FIGURE 3

Revised per Errata to include development adjustments through 3/12/2012 and Minor Mod dated 3/13/12 / See notes at bottom of this page

Planning District	Land Use	Gross Acreage ¹	Max Commercial KSF Allowable for Each Planning District	Allowable Dwelling Unit Range For Each Planning District ⁷
A	Mixed Use/Office District			
	MIXED USE RESIDENTIAL: HIGH ³	21.1	20	317-440
	COMMERCIAL: OFFICE	15.4	221	
	Remaining parcels designated Commercial: Office	9.3	200	
	COMMERCIAL:OFFICE/opt. OPEN SPACE:PARK SPACE	1.3	15	
	OPEN SPACE: MISCELLANEOUS: DRY SWALES / DETENTION BASINS	0.4	NA	
	Subtotals Planning District A ¹⁰	47.5	456	317-440
B	West Peripheral Commercial District			
	COMMERCIAL: REGIONAL	5.5	104	
	Subtotals Planning District B	5.5	104	NA
C	West Corridor Commercial District			
	COMMERCIAL: REGIONAL	24	206	
	COMMERCIAL: CONVENTION/HOTEL ⁹		272	
	OPEN SPACE: PARK SPACE	0.6	NA	
	Subtotals Planning District C	24.6	478	NA
D	Town Square Commercial District			
	COMMERCIAL: REGIONAL (Retail/Entertainment)	68.2	904	
	VERTICAL MIXED USE OVERLAY			100-150
	RESIDENTIAL: HIGH ³	15.0	0	220-300
	OPEN SPACE: PARK SPACE	3.5	NA	
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	0.8		
	OPEN SPACE: LANDSCAPE BUFFER	0.9	NA	
	Subtotals Planning District D	88.4	904	320-450
E	East Peripheral Commercial District			
	COMMERCIAL: REGIONAL	7.5	111	
	PUBLIC FACILITIES	1.4		
	Subtotals Planning District E	8.9	111	NA
F	Vineyards Neighborhood District			
	RESIDENTIAL: HIGH ³	12.3	NA	140-310
	RESIDENTIAL: MEDIUM ³	15.5	5 ⁸	150-172
	OPEN SPACE: PARK SPACE	2.1	NA	
	OPEN SPACE: NEIGHBORHOOD PARK	7.4		
	OPEN SPACE: LANDSCAPE BUFFER	0.6		
	Subtotals Planning District F	37.9	5	290-482
G	Village Square Neighborhood District			
	RESIDENTIAL: MEDIUM ³	37.6	15 ⁸	325-425
	OPEN SPACE: PARK SPACE	2.8	NA	
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	1.2		
	SCHOOLS / COMMUNITY PARK ^{2,4,5}	11.4	NA	
	Subtotals Planning District G	53.0	15	325-425
H	RiverPark Crescent Neighborhood District			
	RESIDENTIAL: LOW/ MEDIUM	80.6	NA	450-492
	OPEN SPACE: NEIGHBORHOOD PARKS	3.3		
	Subtotals Planning District H	83.9	0	450-492
I	RiverPark Loop Neighborhood District			
	RESIDENTIAL: MEDIUM ³	43.0	10 ⁸	375-510
	OPEN SPACE: PARK SPACE	6.6	NA	
	OPEN SPACE: NEIGHBORHOOD PARKS	5.8		
	OPEN SPACE: MISCELLANEOUS: WATER FEATURE	1.4		
	Subtotals Planning District I	56.8	10	375-510
J	RiverPark Mews Neighborhood District			
	RESIDENTIAL: MEDIUM ³	21.0	10 ⁸	220-310
	OPEN SPACE: PARK SPACE	1.4	NA	
	OPEN SPACE: NEIGHBORHOOD PARKS	6.1		
	OPEN SPACE: LANDSCAPE BUFFER	2.5		
	SCHOOLS / COMMUNITY PARK ^{2,4,5}	30.4	NA	
	Subtotals Planning District J	61.4	10	220-310
K	Lakeside Neighborhood District			
	RESIDENTIAL: MEDIUM ³	10.5	5 ⁸	70-98
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	8.0	NA	
	Subtotals Planning District K	18.5	5	70-98
L	Public Facility District			
	PUBLIC FACILITIES	2.5	NA	
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	11.1	NA	
	Subtotals Planning District L	13.6	0	NA
M	Water Storage / Recharge Basins and Storm Water Control District			
	OPEN SPACE: MISCELLANEOUS: WATER STORAGE / RECHARGE BASINS	168.6	NA	
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	19.3		
	OPEN SPACE: LANDSCAPE BUFFER	14.0	NA	
	Subtotals Planning District M	201.9	0	NA
	TOTALS FOR SPECIFIC PLAN AREA	Total acreage within Specific Plan Area: 701.9 acres Maximum dwelling units allowed within Specific Plan Area: 2,831 du Maximum commercial KSF allowed within Specific Plan Area: 2,098 ksf		

¹ Gross acreage is measured to centerline of bounding streets and / or to the Project Boundary
² Net school site area in Planning District J = 27.3 acres: Net school site area in Planning District G = 10.0 Acres
³ Vertical Mixed Uses and / or Live/Work units are permitted in portions of this District as defined in Specific Plan Sections 2, 3, 4 and Exhibit 2.C
⁴ Specially Permitted Uses are allowed in portions of this area as defined in Specific Plan Section2 (Land Use)
⁵ Specially Permitted Land Uses for sites designated for Schools/Community Park land use can only be applied for after the Rio School District submits a letter indicating that it does not want to purchase or utilize the land.
⁶ Allocation of residential units among Planning Districts is subject to ongoing monitoring by the Master Developer. Total dwelling units cannot exceed 2,831 units
⁷ Density range provides flexibility in allocating residential units within and between Planning Districts. Lower range is a suggested minimum. Upper end of range is regulated through monitoring by Master Developer per note 6 to assure that the total dwelling units within RiverPark does not exceed 2,831
⁸ Ground Level Commercial and/or Live/Work use
Refer to Specific Plan Sections 2, 3, and 4 for detailed descriptions of Permitted and Specially Permitted land uses and development standards. This Land Use Summary (Exhibit 2.J) and Exhibits 2.B and 2.C indicate Permitted (by right) uses only. See Section 2 and Exhibit 2.D for Specially Permitted Uses.
⁹ Convention Hotel number of rooms is 320 with corresponding 272k sf
¹⁰Subtotals reflect Development Option A, chosen per page 4.5 of the Specific Plan

2.2 CURRENT STATUS OF DEVELOPMENT IN RIVERPARK

Development of the RiverPark Community began in May 2004. As shown in **Table 1: Residential and Commercial Development Status by District**, the current Specific Plan, as amended in June 2012, allows development of up to 3,043 residential units and 2,098,000 square feet of commercial space in Districts A-M as defined in the approved Specific Plan. The amount of residential and commercial development approved and built in each district is shown below in **Table 1**.

Table 1
Residential and Commercial Development Status by District

	Permitted by Approved Specific Plan	Approved and Built to date	Amount of Remaining Development Permitted	Permitted by Approved Specific Plan	Approved and Built to date	Amount of Remaining Development Permitted
District	Commercial (sq ft.)			Residential (units)		
A	456,000	356,483	99,517	440	400	40
B	104,000	0	104,000	0	0	0
C	478,000	257,733	220,267	0	0	0
D	904,000	812,060	91,940	512	512	0
E	111,000	21,066	89,934	0	0	0
F	5,000	0	5,000	468	468	0
G	15,000	0	15,000	415	415	0
H	0	0	0	486	486	0
I	10,000	0	10,000	477	477	0
J	10,000	0	10,000	158	158	0
K	5,000	0	5,000	87	87	0
L	0	0	0	0	0	0
M	0	0	0	0	0	0
Total	2,098,000	1,447,342	650,658	3,043	3,003	40

Source: Meridian Consultants, LLC., 2021

Of the 3,043 residential units permitted by the approved Specific Plan, 3,003 units have been approved and built, including 447 affordable housing units. As shown in **Table 1**, the approved Specific Plan permits the development of 40 additional units in District A. At the time the Specific Plan was adopted, there was 421,000 square feet of existing commercial office space within Planning District A. When this existing office space is added to the amount of commercial space permitted Specific Plan as adopted, the total amount of commercial space developed within the Specific Plan Area is 1,447,342 square feet. Since approval of the RiverPark Specific Plan, commercial development has occurred in Districts A, B, D and E. The approved Specific Plan permits the development of an additional 650,658 square feet of commercial uses in Districts A, B, C, D, F, G, I, J and K as shown in **Table 1**.

Schools

Three schools have been built in the RiverPark Specific Plan Area by the Rio School District: Rio del Mar Elementary School, Rio Vista Middle School, and the Rio Del Sol K-8 STEAM Academy. The Rio del Mar Elementary and Rio Vista Middle Schools are in Planning District J along Vineyard Avenue, and the Rio Del Sol STEAM Academy is in Planning District G along N. Ventura Road.

Fire Facilities

The RiverPark Specific Plan designated a site for a new fire station to provide service in the northern portion of Oxnard, including RiverPark. The City built Fire Station No. 7, located at 3300 Turnout Circle in RiverPark, on the northwest corner of Vineyard Avenue and Thames River Drive. Apparatus at Fire Station No. 7 includes Engine 67 and Hazardous Materials Unit 67. All personnel at this station are trained as Hazardous Materials Technicians and Specialists. The City's fire station is located adjacent to Ventura County Fire Station No. 51, which serves the unincorporated community of El Rio.

Police Facilities

An Oxnard Police substation is located at 2751 Park View Court in the Collection retail commercial development in District D. One (1) full-time police officer is dedicated to providing service in RiverPark.

Parks

The RiverPark Specific Plan contains approximately 53 acres of parks and open including the joint use park for Rio Del Mar Elementary School and Rio Vista Intermediate School.

- Vineyard Park
- East Park
- Village Green Park
- Gateway Park
- Central Park
- Windrow Park
- Phase 1 Water Recharge Basin Trail System
- Commons Green

- Crescent Park
- Town Square
- Children's Park
- Santa Clara River Trail Phase 2
- Phase 3 Recharge Basin Trail

2.3 PROPOSED SPECIFIC PLAN AMENDMENT

The RiverPark Specific Plan regulates the amount of commercial and residential development permitted in each District with an overall control on the total amount of commercial and residential development. The Adopted Specific Plan currently allows development of up to 2,098,000 square feet of commercial space and 3,043 residential units.

The Specific Plan Amendment would add the option for additional residential development in Districts B, C and D of the Specific Plan. If the option for additional residential development is not exercised the approved commercial development option can be chosen. If the proposed residential development option is chosen for each District, the amount of commercial development allowed under the Specific Plan would be reduced in accordance with **Table 5: Residential Option Development Scenarios**, below. As the intent of the Specific Plan Amendment is to add the option for additional residential development, this Addendum analyzes the potential environmental effects associated with implementation of the proposed residential option in Districts B, C and D.

The Specific Plan Amendment would include adjustments to the amount of commercial and residential development in each Planning District with the residential option chosen. The total amount of commercial development allowed would be reduced by up to 562,000 square feet to 1,536,000 square feet and the maximum number of dwelling units would be increased by 1,025 units to 4,068 units as shown below in **Table 2: Proposed Specific Plan Amendment Land Use Summary**.

Table 2
Proposed Specific Plan Amendment
Land Use Summary

	Maximum Commercial Development (sq. ft.)	Maximum Residential Development (units)
Adopted Specific Plan	2,098,000	3,043
Proposed Specific Plan Amendment	1,536,000	4,068
Change	-562,000	+1,025

The change in the proposed amount of residential and commercial development by district with the residential option selected is shown in **Table 3: Proposed Land Use Changes by District**.

Table 3
Proposed Land Use Changes by District

Planning District	Criteria	Adopted Specific Plan	Proposed Specific Plan Amendment	Difference (Adopted - Proposed)
A	Size (acres)	47.5	47.5	0
	Commercial (ksf)	456	456	0
	Residential (units)	440	440	0
B	Size (acres)	5.5	5.5	0
	Commercial (ksf)	104	104	0
	Residential (units)	0	333	333
C	Size (acres)	24.6	24.6	0
	Commercial (ksf)	478	478	0
	Residential (units)	0	280	280
D	Size (acres)	88.4	88.4	0
	Commercial (ksf)	904	949	(45)
	Residential (units)	662	924	262
E	Size (acres)	8.9	8.9	0
	Commercial (ksf)	111	110	(1)
	Residential (units)	0	0	0
F	Size (acres)	37.9	37.9	0
	Commercial (ksf)	5	0	(5)
	Residential (units)	482	482	0
G	Size (acres)	53.0	53.0	0
	Commercial (ksf)	15	0	(15)
	Residential (units)	425	425	0
H	Size (acres)	83.9	83.9	0
	Commercial (ksf)	0	0	0
	Residential (units)	492	492	0
I	Size (acres)	56.8	56.8	0
	Commercial (ksf)	10	0	(10)
	Residential (units)	510	510	0
J	Size (acres)	61.4	61.4	0
	Commercial (ksf)	10	0	(10)
	Residential (units)	310	-310	0
K	Size (acres)	18.5	18.5	0
	Commercial (ksf)	5	0	(5)
	Residential (units)	98	98	0
L	Size (acres)	13.6	13.6	0
	Commercial (ksf)	0	0	0
	Residential (units)	0	0	0
M	Size (acres)	201.9	201.9	0
	Commercial (ksf)	0	0	0
	Residential (units)	0	0	0

Source: Meridian Consultants, LLC. 2021
Notes: ksf = thousand square feet

With the residential options chosen, the additional multifamily residential units would be permitted in three mixed use commercial districts defined in the Specific Plan: (1) District B, the West Peripheral Commercial District; (2) District C, the West Corridor Commercial District; and (3) District D, the Town Center Commercial District as shown in **Figure 5: Proposed Land Use Plan—Permitted Uses**.

The RiverPark Specific Plan currently defines three categories of permitted residential land uses:

- Residential: Low-Medium (densities between 8 and 12 dwelling units per gross acre)¹
- Residential: Medium (densities between 12 and 18 dwelling units per gross acre)
- Residential: High (densities between 18 and 30 dwelling units per gross acre)

The proposed amendment would add a fourth residential land use category:

- Residential: Very High (densities between 30 and 80 dwelling units per gross acre)

This category would be applied to District B, the portion of District C located west of Oxnard Boulevard and north of Town Center Drive, and the portion of District D located west of Myrtle Street and east of Moss Landing Boulevard, as shown in **Figure 6: Proposed Land Use Summary by Planning District**.

The proposed Specific Plan Amendment would limit the total number of additional residential units to 1,025 units. Additionally, the proposed Specific Plan Amendment would limit the type of these additional units as follows: Studio Units – 108, One Bedroom Units – 504, Two Bedroom Units – 363, and Three Bedroom Units – 50. The Specific Plan will require that 15 percent of the 1,025 additional units that would be allowed by the proposed amendment to the Specific Plan to include 5 percent Very Low Income, 5 percent Low Income and 5 percent Moderate Income Units.

District A, the Mixed Use/Office District, includes 47.5 acres located west of Ventura Road in the southwest corner of the Specific Plan Area. Development of up to 440 residential units, 35,000 square feet of retail commercial development and 421,000 square feet of office space is permitted in this District by the approved Specific Plan. As shown in **Table 1**, 356,483 square feet of commercial development has been approved and developed in District A with 99,517 square feet of additional commercial development allowed. 400 residential units have been developed in District A. The approved Specific Plan allows an additional 40 residential units in District A. The approved Specific Plan permitted options for both commercial and residential development in this district. District B, the West Peripheral Commercial District, includes 5.5 acres located on Ventura Road in the southwest corner of the Specific Plan Area. Development of up to 104,000 square feet of commercial development is currently allowed in this District. The proposed amendment would add the alternative residential option of developing up to 333 multifamily units. This would allow for the development of either 104,000 square feet of commercial development in this District or up to 333 multifamily units, but not both. The Specific Plan Amendment

¹ Density range provides flexibility in allocating residential units within and between Planning Districts. Lower range is a suggested minimum.

would modify the northeastern boundary of District B which would relocate the gas station, which has been approved but not yet built, within District C.

District C, the West Corridor Commercial District, includes 24.6 acres located west of Oxnard Boulevard and south of Town Center Drive. Development of up to 478,000 square feet of commercial development, including regional commercial uses and a hotel is currently allowed in this District. The proposed amendment would add the option of developing up to 280 multifamily units in this District and concurrently reduce the amount of commercial development allowed by 157,000 square feet. The amount of remaining commercial square footage allowed would be reduced to 63,267 square feet. As described above, the Specific Plan Amendment would modify the District B boundary at the northeast corner which would relocate the gas station within the northwest portion of District C.

The Specific Plan Amendment would also allow the option to increase residential development in District D. District D, the Town Square Commercial District, is the primary commercial district in RiverPark and includes 88.4 acres located between Oxnard Boulevard, the Ventura Freeway (U.S. Route 101), and Myrtle Street. Development of up to 904,000 square feet of retail and entertainment commercial space and 512 residential units is currently allowed in this District. The residential development option under the proposed amendment would allow an increase of the maximum number of residential units allowed in this District to 924 residential units, consisting of up to 412 Residential: Very High units in a portion of this District currently developed as a surface parking lot. If the residential development option is selected, the existing surface parking lot would be demolished to accommodate new development. As shown in **Table 1**, the current amount of commercial development built and approved to date is 812,060 square feet with 91,940 square feet remaining. If the residential development option is chosen under the proposed amendment, commercial square footage would be capped at its current build out and no further commercial development would be allowed in District D.

District E, the East Peripheral Commercial District, includes 8.9 acres located south of Myrtle Street (RiverPark Boulevard) at the eastern edge of the Specific Plan Area. The Specific Plan currently allows the development of up to 111,000 square feet of retail commercial development in this District. As shown in **Table 1**, the current amount of commercial development built and approved to date is 21,066 square feet with 89,934 square feet remaining.

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

Legend

Planning Districts

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

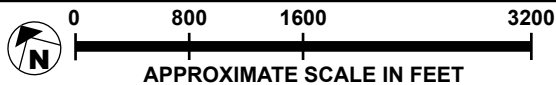
Land Use

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

Optional Permitted Uses:
Open Spaces:
Park Space
this parcel only

Optional permitted use
as affordable housing

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



SOURCE: Di Cecco Architecture, Inc. – 2021

FIGURE 5

Developer SPA Consultants	RiverPark Legacy LLC MERIDIAN CONSULTANTS / GIBSON TRANSPORTATION / DI CECCO ARCHITECTURE		RiverPark SPECIFIC PLAN EXHIBIT 2.J		10/7/21
LAND USE SUMMARY BY PLANNING DISTRICT					
Revised per Errata to include development adjustments through 3/12/2012 and Minor Mod dated 3/13/12 / See notes at bottom of this page					
Planning District	Land Use	Gross Acreage ¹	Max Commercial KSF Allowable for Each Planning District	Allowable Dwelling Unit Range For Each Planning District ⁷	
A	Mixed Use/Office District				
	MIXED USE RESIDENTIAL: HIGH ³	21.1	0	317-440	
	COMMERCIAL: OFFICE	15.4	115		
	Parcels with existing offices				
	Remaining parcels designated Commercial: Office	9.3	341		
	COMMERCIAL:OFFICE/opt. OPEN SPACE:PARK SPACE	1.3	0		
	OPEN SPACE: MISCELLANEOUS: DRY SWALES / DETENTION BASINS	0.4	NA		
	Subtotals Planning District A ¹⁰	47.5	456	317-440	
B	West Peripheral Commercial District				
	option: COMMERCIAL: REGIONAL ¹¹	5.5	104		
	option: RESIDENTIAL: VERY HIGH ¹¹			300-333	
	Subtotals Planning District B	5.5	104	300-333	
C	West Corridor Commercial District				
	COMMERCIAL: REGIONAL	24	120		
	COMMERCIAL: HOTEL ⁹		158		
	option: COMMERCIAL: REGIONAL ¹¹		200		
	option: RESIDENTIAL: VERY HIGH ¹¹			250-280	
	OPEN SPACE: PARK SPACE	0.6	NA		
	Subtotals Planning District C	24.6	478	250-280	
D	Town Square Commercial District				
	COMMERCIAL: REGIONAL (Retail/Entertainment)	68.2	812		
	VERTICAL MIXED USE OVERLAY			0	
	option: COMMERCIAL: REGIONAL ¹¹		137		
	option: RESIDENTIAL: VERY HIGH ¹¹			380-412	
	RESIDENTIAL: HIGH ³	15.0	0	220-512	
	OPEN SPACE: PARK SPACE	3.5	NA		
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	0.8			
	OPEN SPACE: LANDSCAPE BUFFER	0.9	NA		
	Subtotals Planning District D	88.4	949	600-924	
E	East Peripheral Commercial District				
	COMMERCIAL: REGIONAL	7.5	110		
	PUBLIC FACILITIES	1.4	NA		
	Subtotals Planning District E	8.9	110	NA	
F	Vineyards Neighborhood District				
	RESIDENTIAL: HIGH ³	12.3	NA	140-310	
	RESIDENTIAL: MEDIUM ³	15.5	0 ⁸	150-172	
	OPEN SPACE: PARK SPACE	2.1	NA		
	OPEN SPACE: NEIGHBORHOOD PARK	7.4			
	OPEN SPACE: LANDSCAPE BUFFER	0.6			
	Subtotals Planning District F	37.9	0	290-482	
G	Village Square Neighborhood District				
	RESIDENTIAL: MEDIUM ³	37.6	0 ⁸	325-425	
	OPEN SPACE: PARK SPACE	2.8	NA		
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	1.2			
	SCHOOLS / COMMUNITY PARK ^{2,4,5}	11.4	NA		
	Subtotals Planning District G	53.0	0	325-425	
H	RiverPark Crescent Neighborhood District				
	RESIDENTIAL: LOW MEDIUM	80.6	NA	450-492	
	OPEN SPACE: NEIGHBORHOOD PARKS	3.3			
	Subtotals Planning District H	83.9	0	450-492	
I	RiverPark Loop Neighborhood District				
	RESIDENTIAL: MEDIUM ³	43.0	0 ⁸	375-510	
	OPEN SPACE: PARK SPACE	6.6	NA		
	OPEN SPACE: NEIGHBORHOOD PARKS	5.8			
	OPEN SPACE: MISCELLANEOUS: WATER FEATURE	1.4			
	Subtotals Planning District I	56.8	0	375-510	
J	RiverPark Mews Neighborhood District				
	RESIDENTIAL: MEDIUM ³	21.0	0 ⁸	220-310	
	OPEN SPACE: PARK SPACE	1.4	NA		
	OPEN SPACE: NEIGHBORHOOD PARKS	6.1			
	OPEN SPACE: LANDSCAPE BUFFER	2.5			
	SCHOOLS / COMMUNITY PARK ^{2,4,5}	30.4	NA		
	Subtotals Planning District J	61.4	0	220-310	
K	Lakeside Neighborhood District				
	RESIDENTIAL: MEDIUM ³	10.5	0 ⁸	70-98	
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	8.0	NA		
	Subtotals Planning District K	18.5	0	70-98	
L	Public Facility District				
	PUBLIC FACILITIES	2.5	NA		
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	11.1	NA		
	Subtotals Planning District L	13.6	0	NA	
M	Water Storage / Recharge Basins and Storm Water Control District				
	OPEN SPACE: MISCELLANEOUS: WATER STORAGE / RECHARGE BASINS	168.6	NA		
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	19.3			
	OPEN SPACE: LANDSCAPE BUFFER	14.0	NA		
	Subtotals Planning District M	201.9	0	NA	
	TOTALS FOR SPECIFIC PLAN AREA	Total acreage within Specific Plan Area: 701.9 acres Maximum dwelling units allowed within Specific Plan Area: 4,068 du Maximum commercial KSF allowed within Specific Plan Area: 2,089 ksf			
¹ Gross acreage is measured to centerline of bounding streets and / or to the Project Boundary					
² Net school site area in Planning District J = 27.3 acres; Net school site area in Planning District G = 10.0 Acres					
³ Vertical Mixed Uses and / or Live/Work units are permitted in portions of this District as defined in Specific Plan Sections 2, 3, 4 and Exhibit 2.C					
⁴ Specially Permitted Uses are allowed in portions of this area as defined in Specific Plan Section2 (Land Use)					
⁵ Specially Permitted Land Uses for sites designated for Schools/Community Park land use can only be applied for after the Rio School District submits a letter indicating that it does not want to purchase or utilize the land.					
⁶ Allocation of residential units among Planning Districts is subject to ongoing monitoring by the Master Developer. Total dwelling units cannot exceed 4,068 units					
⁷ Density range provides flexibility in allocating residential units within and between Planning Districts. Lower range is a suggested minimum. Upper end of range is regulated through monitoring by Master Developer per note 6 to assure that the total dwelling units within RiverPark does not exceed 4,068					
⁸ Ground Level Commercial and/or Live/Work use					
Refer to Specific Plan Sections 2, 3, and 4 for detailed descriptions of Permitted and Specially Permitted land uses and development standards. This Land Use Summary (Exhibit 2.J) and Exhibits 2.B and 2.C indicate Permitted (by right) uses only. See Section 2 and Exhibit 2.D for Specially Permitted Uses.					
⁹ Hotel number of rooms is 320 total with corresponding 272k sf, decreased per SPA to 156k sf					
¹⁰ Subtotals reflect Development Option A, chosen per page 4.5 of the Specific Plan					
¹¹ Commercial or residential development is allowed as options, but not both. Residential development is also regulated by 7.10.4					

SOURCE: AC Martin Partners– 2021

FIGURE 6

The proposed amendment would allow the option for an additional 1,025 residential units to be built in Districts B, C and D while reducing the allowed commercial development according to such selection. Section 4: Residential Master Plan in the RiverPark Specific Plan contains Residential Product Type Standards in Section 4.4. New development standards are proposed to regulate residential development in areas designated Residential: Very High. The Apartments—Urban. Standards are currently defined in the Specific Plan for six types of residential development:

- Large Lot Single-Family
- Small Lot Single-Family
- Cluster Single-Family
- Townhouses
- Commercial District Residential
- Apartments/Multifamily

The proposed Specific Plan Amendment would add standards for an additional type of residential development: Apartments – Urban that would apply to development on the three sites that would be designated Residential: Very High. Section 4, Residential Master Plan in the RiverPark Specific Plan contains Residential Product Type Standards in Section 4.4. New development standards are also proposed to regulate residential development in areas designated Residential: Very High. The standards for Apartments-Multifamily currently allow lot coverage up to 80 percent with 5-story buildings with a maximum height of 60 feet. The standards for Apartments-Urban would allow lot coverage up to 90 percent with 6-story buildings with a maximum height of 90 feet. Setbacks would be five feet on all sides allowing for denser development compared to setback standards for Apartments-Multifamily.

If the residential option in Districts B, C and D is implemented, the amount of commercial development within the Specific Plan would be reduced in accordance with **Table 5**, below.

To estimate the increase in population that would result from the proposed additional residential development for purposes of evaluating the potential for environmental impacts analysis of the occupancy characteristics for rental apartments in Riverpark was completed. To explore the demographics of the market for rental apartment units 2020 U.S. Census Redistricting Data was reviewed, the specific characteristics of the four rental apartment complexes in Riverpark were examined by looking at the type (studio, 1, 2 and 3 bedroom) mix of these apartment types in each apartment complex. There are 912 total units in the four existing apartment complexes in RiverPark containing 1,504 total bedrooms.

The total number of occupied units in the census data was 877, reflecting an occupancy rate of 96 percent (877 occupied housing units/912 total units). By taking the total population divided by the total number of occupied bedrooms (1,446 occupied bedrooms; 1,504 total bedrooms x 96 percent occupancy rate), the average number of residents per bedroom relationship was determined to be 1.18.

Based on the mix of units proposed, the average household size is estimated as 1.71 as shown in **Table 4: Average Household Size**. An average household size of 1.71 would result in a population estimate of 1,755 residents for the additional 1,488 bedrooms spread across Districts B, C, and D.

Table 4
Average Household Size

Unit Count	District B	District C	District D	Proposed
Studio	44	22	42	108
One Bedroom	167	136	201	504
Two Bedroom	112	106	145	363
Three Bedroom	10	16	24	50
Total	333	280	412	1,025
Total Occupied Households	333	280	412	1,025
Occupancy Rate	100%	100%	100%	100%
Total Bedrooms	465	418	605	1,488
Total Occupied Bedrooms	465	418	605	1,488
Total Population	549	493	714	1,755
People per Bedroom	1.18	1.18	1.18	1.18
People Per Occupied Unit	1.65	1.76	1.73	1.71

Source: RCLCO Real Estate Consulting, Occupancy Characteristics Memorandum, October 6, 2021.

2.3.1 Development Agreement

An extension of the RiverPark Development Agreement is being requested by Shea Properties to facilitate the completion of the commercial development in RiverPark, which has been delayed by both changes in retail commercial demands and the pandemic. The proposed amendments to the Specific Plan and Development Agreement would also add the option to allow residential development in the commercial districts.

The proposed 6th Amendment to the RiverPark Development Agreement and the 2nd Amendment to the Oxnard Development Company LLC Development Agreement address the following:

- Specific Plan and Development Agreement and subsequent Amendments remain in force per the terms and limitations unless revised by the proposed revisions
- Application of 2020 Development Impact Fees including limitations on Public Art Fees, Mobility Fee, and Park Development Fee

2.4 Residential Development Option

The proposed residential option would allow the development of additional residential units in Districts B, C and D. This option could be exercised in one, two or all three of these Districts. **Table 5** shows the amount of residential and commercial development that would occur with the residential option being exercised in one or more of B, C and D. The commercial development is permitted by the current Approved Specific Plan. As shown below, the maximum amount of change in the mix of land uses in these Districts would occur if the residential option was implemented in all three Districts as 1,025 additional residential units would be developed and the amount of commercial development in these Districts would be reduced by 562,457 square feet. The potential environmental effects of each of these scenarios is evaluated in this Addendum.

Table 5
Residential Option Development Scenarios

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

Source: Meridian Consultants, LLC. 2021

3.0 IMPACT ANALYSIS

This analysis section includes separate subsections for each environmental topic addressed in the Final EIR and subsequent addendums. Each topical section first presents a summary of the information and conclusions of the analysis in the Final EIR subsequent addendums. Updated information reflecting any changes in the environmental setting related to each topic is presented first in each subsection, followed by analysis of the environmental impacts of the RiverPark project with the proposed changes in land uses included in the proposed amendment. For each topic, a determination is also made on whether the current proposal would result in any new significant impacts or any substantial increase in the severity of the impacts identified in the Final EIR and subsequent addendums. The mitigation measures identified in the Final EIR and applicable, subsequent addendums, are also updated as needed to reflect the proposed changes to the project.

3.1 LAND USE

Summary of Analysis in the Final EIR and Subsequent Addendums

The consistency of the proposed RiverPark Specific Plan project with applicable land use plans and policies, as well as the compatibility of the proposed development with surrounding land uses, were analyzed in the Final EIR. This evaluation addressed the consistency of the project with the City's 2020 General Plan, the HERO Redevelopment Plan, the Southern California Association of Governments (SCAG) Regional Comprehensive Plan & Guide (RCPG), and the Local Agency Formation Commission (LAFCo) policies.

The Specific Plan Area is located within the LAFCo Sphere of Influence (SOI) line for the City and within the 20-year City Urban Restriction Boundary (CURB) established by the City's 2020 General Plan. Prior to approval of the project, the southern 269 acres of the Specific Plan Area (referred to as "RiverPark Area A" in the Final EIR) were located within the City. The northern 432 acres of the Specific Plan Area (referred to as "RiverPark Area B" in the Final EIR) were located outside of the City. After adoption of the Specific Plan by the City, RiverPark Area B was annexed to the City.

Annexation of RiverPark Area B to the City and development of the entire Specific Plan Area with the proposed uses was found to be consistent with the City's land use plans and policies. Annexation of RiverPark Area B was also determined to be consistent with LAFCo policies. The RiverPark Project was also determined to be consistent with the SCAG RCPG, given that the amount of growth allowed by the Specific Plan was consistent with adopted regional growth forecasts and the characteristics of the project as proposed were consistent with relevant objectives of this regional plan. In addition, the RiverPark Specific Plan defined a pattern of land uses determined to be compatible with the residential, agricultural, and open space uses located around the Specific Plan Area. No significant impacts related to inconsistencies with applicable land use plans and policies were identified in the Final EIR and no mitigation measures

were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

The proposed Specific Plan Amendment would allow the option to develop an additional 1,025 multifamily residential units and subsequently reduce the amount of commercial development permitted by 562,000 square feet and in three of the commercial mixed-use districts in the southern portion of the Specific Plan Area. The proposed Specific Plan Amendment would allow for a total of 1,536,000 square feet of commercial uses and 4,068 residential units within RiverPark. The addition of a Very High Residential: Very High land use category is also proposed to allow the development of the additional residential units. This new land use designation would be applied to three locations in Districts B, C, and D. The Specific Plan will require that 15 percent of the 1,025 additional units that would be allowed by the proposed amendment to the Specific Plan to include 5 percent Very Low Income, 5 percent Low Income and 5 percent Moderate Income Units. New development standards are also proposed for multifamily development that would be allowed by this category. These standards would allow multifamily buildings with up to 6-stories and a maximum height of 90 feet in the three locations in Districts B, C, and D that would be designated Residential: Very High or Commercial: Regional.

Since the original approval of the RiverPark Specific Plan the City adopted the 2030 General Plan. The 2030 General Plan has four major themes, one of which is to develop or reinvest within CURB with an “urban village” concept. The urban villages would incorporate private and public redevelopment, mixed land uses, affordable and workforce housing, and transit connectivity and are intended to be a key strategy for meeting greenhouse gas (GHG) emission reduction targets and implementing the Southern California Association of Governments regional Sustainable Community Strategy (SB 375). The Urban Village theme replaced Infill Area and Major Study Areas approach in the 2020 General Plan.

The 2030 General Plan defines Urban Villages as mixed use areas designed to encourage persons to live near their place of employment and/or support services. The integration of complementary land uses is intended to promote a pedestrian orientation to reduce trips and vehicle miles traveled and reduce greenhouse gas emissions.

RiverPark is located with the North Oxnard Transit Enhancement District (NOTED) Urban Village as defined in the 2030 General Plan. The NOTED area includes the area north of the Oxnard Blvd./Vineyard Avenue intersection generally between Ventura Road and Vineyard Avenue including the Esplanade shopping center, The Village Specific Plan, and the Riverpark Specific Plan. The NOTED area is designated as a “Catalyst” project by the California Department of Housing and Community Development as an example

of desirable mixing of land uses and activities combined with transit that will total reduce the volume of local vehicular travel and, as a result, GHG emissions.

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

The adopted RiverPark Specific Plan is consistent with the CR land use designation and Urban Village policies as the commercial districts as defined in the Specific Plan currently allow a mix of commercial and residential uses. The proposed Specific Plan Amendment would change the residential and commercial uses in RiverPark by decreasing the amount of commercial development and increasing the amount of multifamily residential development permitted in the mixed-use commercial districts in RiverPark. Currently there are 650,658 square feet of remaining commercial uses to be built under the adopted RiverPark Specific Plan. The proposed Specific Plan Amendment provides an option to allow approximately 88,000 square feet of commercial uses to be constructed and an additional 1,025 residential units. As such, the proposed Specific Plan Amendment would increase the residential population in RiverPark, which would use and support the existing and planned retail commercial development in the Specific Plan Area.

The Residential High designation as defined in the General Plan allows residential development at a density of 30 or more units per acre. This designation allows mid to high-rise residential buildings, preferably as part of a mixed-use or urban village area with live/work, work/live, and mixed use development is strongly encouraged.

The addition of the Residential: Very High land use category to the Specific Plan would be consistent with the purpose and intent of both the Commercial Regional and Residential High land use designations and the 2030 General Plan Urban Village policies. The City General Plan defines floor area ratios (FARs) for the regulation of development intensity for commercial land uses to estimate traffic generation and municipal service demand rather than a specific development standard. The proposed land use changes would result in less commercial development than currently allowed under the adopted RiverPark Specific Plan, and the additional residential development would be lower in intensity than the currently adopted RiverPark Specific Plan.

The addition of the corresponding development standards for the Apartment -Urban development type would permit the development of apartment buildings up to 6-stories with a maximum height of 90 feet in the three locations this new residential land use category would be applied to in Districts B, C, and D.

District B is located in the southwest corner of the Specific Plan Area next to existing commercial and residential development. The locations in Districts C and D where this type of apartment building would be permitted are also locations surrounded by other multistory residential buildings and retail commercial development. The location and scale of the type of residential buildings that would be permitted would be consistent with the overall pattern of development in these mixed-use commercial districts and the goals and objectives of the RiverPark Specific Plan.

The changes in land uses are proposed in the central and southwest portion of the Specific Plan Area and would not affect the overall structure of the community or its compatibility with surrounding land uses. The proposed Specific Plan Amendment would add multifamily housing to the central and southwest portion of the RiverPark Community while maintaining a pedestrian oriented community by placing this additional housing near commercial and employment generating uses.

The adopted Specific Plan defines landscape buffers to create compatibility with surrounding uses. These buffers would not be changed under the proposed amendment and no new types of land uses be proposed within the Specific Plan Area. Therefore, land uses would be compatible with surrounding land uses.

With the land use changes proposed, the RiverPark Project would remain consistent with applicable land use policies and programs. No new significant land use impacts would result from approval of the proposed amendment to the Specific Plan and no mitigation measures are required.

If the residential option is not exercised in Districts B, C and D, but only in one or two of these Districts, then the amount of residential and commercial development defined for the other potential development scenarios in **Table 5** could occur. Each of these scenarios would be consistent with the current and proposed land uses within the Specific Plan Area and with the goals and objectives of the RiverPark Specific Plan. With the addition of the Residential: Very High land use category, the proposed mixes of commercial and residential development would be consistent with the purpose and intent of both the Commercial Regional and Residential High land use designations and the 2030 General Plan Urban Village policies. Furthermore, development of any of these scenarios would be compatible with surrounding land uses as well as policies and programs.

3.2 AESTHETICS

Summary of Analysis in the Final EIR and Subsequent Addendums

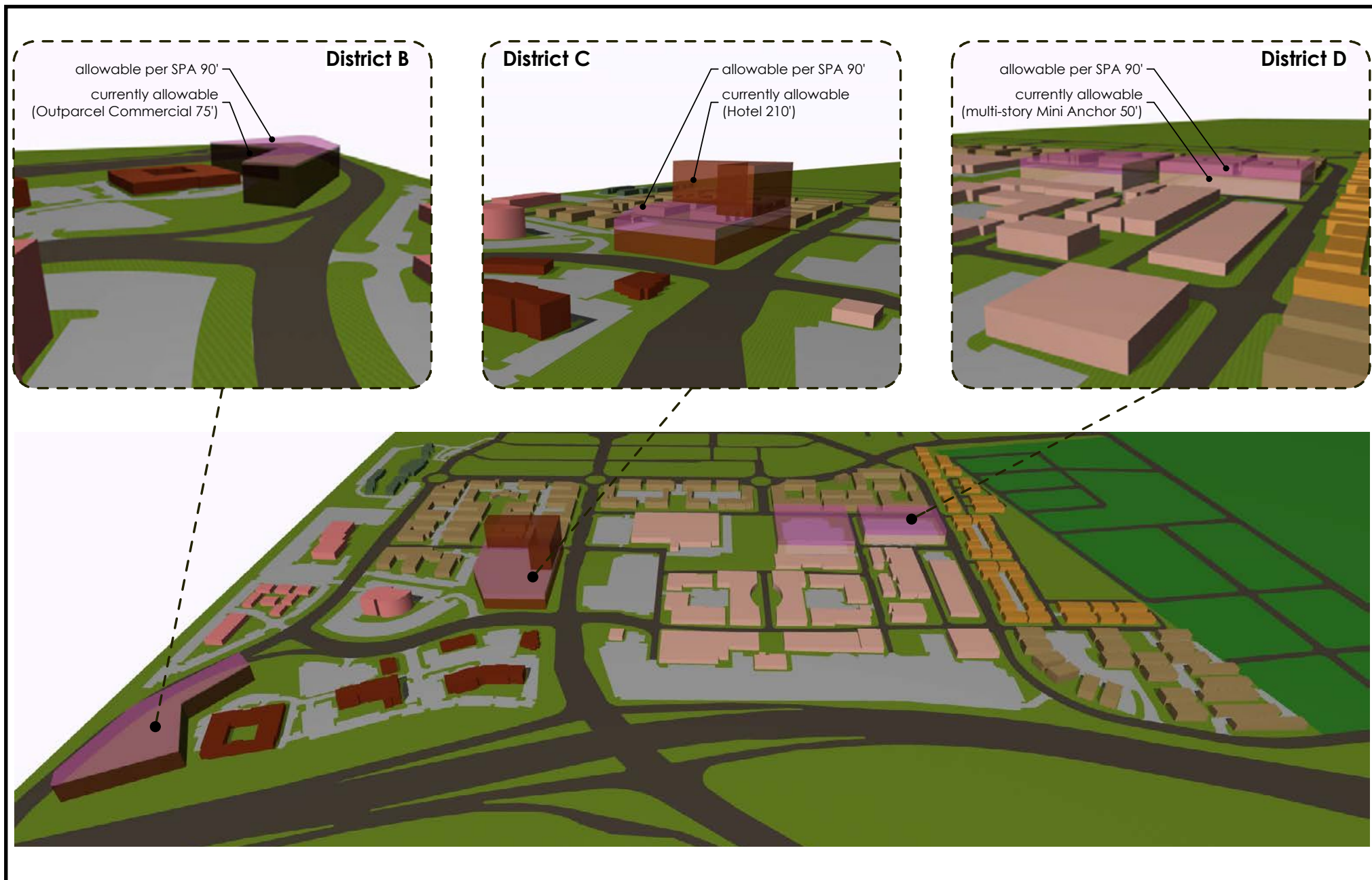
The EIR provided analysis of the significance of changes to the visual character of the area that would result from implementation of the RiverPark Project. The Community Design Element of the 2020 General Plan identifies scenic resources within the City. Roadways that provide views of the scenic resources and

agricultural lands within and around the City are designated as image corridors. The Ventura Freeway is designated as Regional Image Corridor, and Oxnard Boulevard and Vineyard Avenue are designated as City Image Corridors. In addition, the intersection of the Ventura Freeway and Vineyard Avenue is designated as a Regional Gateway. Prior to development, the Specific Plan Area had an open space visual character as viewed from surrounding roadways and uses due to the small number of existing structures at the time the Specific Plan was approved.

The change in the visual character of the Specific Plan Area as a result of the proposed RiverPark Project was not identified as having a significant impact on the visual character of the area. This was because the development that would be allowed by the Specific Plan will not obstruct long-range views of the mountains and hills in the Los Padres National Forest to the north from the Ventura Freeway or Vineyard Avenue. The height and character of the residential and commercial development proposed will also be consistent with existing development in the area. In addition, the northern portion of the Specific Plan Area will continue to have an open space character because the existing mine pits would be preserved, and no buildings will be located along the northernmost portion of Vineyard Avenue. Mitigation measures were identified in the Final EIR to mitigate all potentially significant impacts to aesthetics to a less than significant level and no unavoidable significant impacts to aesthetics were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

The proposed Specific Plan Amendment would not result in any substantial change in the visual character of the RiverPark Community. The proposed changes in permitted land uses would introduce additional multifamily residential development in the central and southwest portions of the community up to 6 stories with a height up to 90 feet in 3 specific locations as shown in **Figure 7: Proposed Massing Diagram**. The RiverPark Specific Plan currently allows buildings with up to 2 stories or 75 feet in District B and 5 stories in Districts A, C and E. Allowing buildings with up to 6 stories in District B would be a change from currently permitted height, however this District is located in the southwest corner of the Specific Plan Area next to existing commercial and residential development. The locations in Districts C and D where this type of apartment building would be permitted are also locations surrounded by other multistory residential buildings and retail commercial development. The location and scale of the type of residential buildings that would be permitted would be consistent with the overall pattern of development in these mixed-use commercial districts and the goals and objectives of the RiverPark Specific Plan. There would also be no change to the important aesthetic features such as landscape buffers, or the location and amount of open space, currently required by the Specific Plan to create a unified visual character. The Specific Plan would remain consistent with the Community Design Element of the 2030 General Plan.



SOURCE: Shea Properties - 2021

FIGURE 7

The land use changes proposed would not have any effect on scenic views as the scale and character of the development would not change substantially. Scenic views of the mountains and hills of the Los Padres National Forest would remain unobstructed, particularly along Vineyard Avenue, Oxnard Boulevard, and the Ventura Freeway. Landscape buffers and preservation of open space provided for by the adopted Specific Plan would ensure views of the Project site from adjacent areas are not adversely impacted by development allowed by the Specific Plan.

No new significant impacts to the aesthetic character of the Specific Plan Area and the surrounding area would result from the proposed amendment to the Specific Plan and no additional mitigation measures are required.

District B is currently designated Commercial: Retail/Office; District C is designated Commercial: Convention/Hotel and District D is designated Commercial: Regional. Accordingly, any additional commercial use under any of the development scenarios in **Table 5** would be consistent with land use designations for these districts and current and planned land uses in these districts. The location and scale of commercial development would be consistent with the overall pattern of development in these districts. As stated above, the scenarios including residential uses within these districts would also be consistent with the pattern of existing and planned development in each district. Also, both the approved commercial and proposed residential uses would be consistent with the goals and objectives of the RiverPark Specific Plan. No new significant impacts to the aesthetic character of the Specific Plan Area and the surrounding area would result from development of any of the scenarios in **Table 5**.

3.3 EARTH RESOURCES

Summary of Analysis in the Final EIR and Subsequent Addendums

The Final EIR evaluated potential impacts related to the soil conditions on the site and the geology of the area. Geology studies completed identified a variety of topographic and soils conditions as a result of the long-term mining and agricultural activities within the Specific Plan Area. Substantial areas of potentially unstable artificial fill were found in the northern portion of the Specific Plan Area on the portion of the site used for sand and gravel mining. A potentially significant impact related to the stability of the slopes of the existing mine pits was identified.

The conceptual grading plan called for grading approximately 10 million cubic yards of earth materials over the entire 702-acre site. A balanced grading program involving excavation and replacement of the 10 million cubic yards of material was proposed. The majority of this planned grading consisted of the proposed excavation and/or replacement of earth materials in the northern portion of the Specific Plan Area to improve the structural characteristics of the soils in the mine site stockpile and plant areas and to

stabilize the slopes of the existing mining pits. A comprehensive program of 44 specific measures was identified in the Final EIR to mitigate all identified potential geotechnical impacts to a level that is less than significant.

The Final EIR identified that the Specific Plan Area was in an area designated by the State Mining and Geology Board as containing sand and gravel resources of regional significance. While all available resources on the site had been mined, some aggregate resources remained. Mining of the remaining resources was not considered economically feasible due to the relatively small amount of low-quality aggregate available on the southern portion of the site, which had been designated for urban development since 1986. Development of the portion of the site was, therefore, consistent with the mineral resource policies of the City's 2020 General Plan. Nonetheless, the permanent loss of access to the approximate 2.2 million tons of sand and gravel resources on the southern portion of the site was identified as an unavoidable significant impact of the RiverPark Project. Mitigation measures were identified in the Final EIR to mitigate all potentially significant impacts to earth resources to a less than significant level and no unavoidable significant impacts to earth resources were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

The mass grading of the Specific Plan Area has been completed in conformance with the mitigation program in the Final EIR to mitigate potentially significant geotechnical impacts. As described above, based on geology and soils studies it was anticipated that grading would be balanced within the Specific Plan Area.

The proposed Specific Plan Amendment would allow development of buildings like those already developed in RiverPark. All development would occur within the existing Specific Plan Area, as evaluated in the Final EIR. All structures would be designed with current building codes. For these reasons, the proposed Specific Plan Amendment would not result in any new or substantially more severe geology or soils impacts and no revised mitigation measures are required.

Development of any of the scenarios defined in **Table 5** would adhere with the City's building code. For this reason, any of these scenarios would be consistent with building regulations and would not result in any new or increase in geologic hazard impacts.

3.4 BIOLOGICAL RESOURCES

Summary of Analysis in the Final EIR and Subsequent Addendums

The Specific Plan Area contained limited natural habitat as a result of the long-term disturbance of the site for agricultural and mining activities. The southern portion of the Specific Plan Area supported no native plant communities because vegetation within this area was limited to agricultural crops, landscaping associated with existing development, and nonnative weedy species in disturbed areas. The northern portion of the Specific Plan Area included scattered patches of disturbed open space on the sand and gravel mine site and a small amount of agricultural land. The existing mine pits contained exposed groundwater, providing resting and limited foraging area for several waterfowl and other water-associated bird species. No special status plant or wildlife species were identified within the Specific Plan Area during biological surveys. The Santa Clara River, located immediately west of the Specific Plan Area provides habitat for several special-status fish and wildlife species, including southern steelhead, arroyo chub, and tidewater goby, which have adapted to the seasonal and daily changing conditions of the river.

The RiverPark Specific Plan included proposals to plant native vegetation on the reconstructed slopes of the mine pits and on the western edge of the Specific Plan Area along the Santa Clara River levee. No significant impact to native plant communities was identified and the introduction of additional native vegetation was identified as a beneficial effect of the Project.

Potential impacts to native bird species nesting on the site during grading was identified. A potential for significant indirect impacts to the natural habitat in the Santa Clara River from new lighting sources within the Specific Plan Area and the use of invasive nonnative plant species in landscaping were also identified. Measures were included in the Final EIR to mitigate these impacts to a less than significant level.

As proposed and approved, the RiverPark Specific Plan included a water quality treatment system designed to treat runoff from the new land uses proposed within the Specific Plan Area and from off-site agricultural and industrial areas that drain into the Specific Plan Area. This water quality treatment system proposed was designed to trap and remove pollutants and urban sediments to the degree necessary to ensure high water-quality levels. Therefore, potential indirect impacts to biological resources in the Santa Clara River from stormwater runoff from the Specific Plan Area were not significant. Mitigation measures were identified in the Final EIR to mitigate all potentially significant impacts to biological resources to a less than significant level and no unavoidable significant impacts to biological resources were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

The Specific Plan Area has been graded and the proposed amendment would only allow development in areas already mass graded and prepared for development. The land uses proposed in Districts B, C and D would not change the potential for indirect impacts on biological resources present in the Santa Clara River and would not substantially change the amount or character of storm runoff to cause indirect impacts to water quality in the Santa Clara River. The water quality treatment system analyzed in the original EIR has been developed to accommodate runoff from the planning districts affected by the proposed amendment. Therefore, no new significant impacts to biological resources would result from the proposed Specific Plan Amendment and no additional or revised mitigation measures are required.

As stated above, the Specific Plan Area has been graded and all development is planned in these areas that have been prepared for development. For this reason, development of any of the scenarios defined in **Table 5** would not substantially change the amount or character of storm runoff causing indirect impacts to water quality in the Santa Clara River. Therefore, any combination of commercial and residential development would have less than significant impacts on biological resources and no further analysis is required.

3.5 WATER RESOURCES

Summary of Analysis in the Final EIR and Subsequent Addendums

An extensive analysis was conducted on potential impacts to groundwater and surface water quality, and on groundwater quantity. This analysis determined that the RiverPark Project would result in a beneficial impact on groundwater quantity. Existing conditions documented in the Final EIR resulted in a net loss of 573 acre-feet (af) of groundwater per year due to evaporation from the exposed groundwater in the existing mine pits and the use of groundwater pumped from on-site wells. The RiverPark Project was projected to result in a net gain to the groundwater system of approximately 8,000 acre-feet per year (afy) due to the elimination of groundwater use on site for the existing agricultural and mine uses and from the planned incorporation of the reclaimed mine pits into the United Water Conservation District (UWCD) groundwater recharge program.

Construction of the Project required dewatering around the existing mine pits. Potential impacts to groundwater quantity and quality were identified depending on the volume of groundwater pumped and the discharge location. Measures were identified to mitigate these potential impacts to a less than significant level.

Changes to the amount, quality, and direction of stormwater drainage flows in the Specific Plan Area were assessed in the Final EIR. Stormwater flows generated within the RiverPark Specific Plan Area and those generated from off-site areas that drain onto the Specific Plan Area were proposed to be collected and treated by a system including water quality detention basins and additional features, including dry swales

and mechanical treatment elements such as centrifugal separators. After treatment, stormwater was proposed to be discharged to the Santa Clara River through existing drain outlets, or to the mine pits, depending on existing drainage patterns and the magnitude of the storm event.

Changes in minerals, nutrients, metals, pesticides, hydrocarbon, and microbial contaminants in runoff discharged to the Santa Clara River and the mine pits were analyzed. Conservative thresholds of significance were selected for determining impacts. This analysis determined that the planned use of the reclaimed mine pits by UWCD for diverted surface water flows from the Santa Clara River would not have a significant impact on groundwater quality.

The analysis determined that the concentration of pollutant constituents in the Specific Plan Area would be reduced from existing conditions or would not be greater than the maximum ambient concentrations for these constituents in the Santa Clara River. The proposed water quality detention basins were designed to collect and treat all runoff from storms up to a 10-year storm event prior to discharge to the mine pits, with runoff from larger events being allowed to discharge directly into the pits. This design was intended to ensure treatment of “first flush” storm runoff that contains the highest concentrations of pollutants. Because runoff from storms with a frequency less than a 10-year event would not enter the pits, overall mass loading of pollutant constituents would be reduced.

Reduction of the concentrations of all pollutant constituents to levels below the conservative numeric thresholds of significance used in the water quality analysis was determined to be infeasible because of the significant capital, operational and standby costs associated with the treatment systems examined as potential mitigation measures and because of the potential low reliability of these treatment systems that would only operate infrequently during large storm events. The Final EIR concluded that although the RiverPark Project would maintain or improve existing water quality, all potential impacts could not be reduced to a less than significant level even with implemented mitigation measures; for this reason, some unavoidable significant impacts to water quality were identified. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

Mass grading and construction of the major drainage improvements, including the main elements of the water quality control treatment system, have been completed. The proposed Specific Plan amendment would not introduce new types of land uses into the Specific Plan Area since Districts D already contains multifamily residential development and other multifamily projects are located around the other commercial districts. The amount of impervious surface area would not change substantially given the development footprint of the high-density residential uses that would be allowed by the proposed Specific Plan Amendment. No new or substantially more severe impacts to water resources would result from the proposed Specific Plan Amendment and no revised mitigation measures are required.

All of the scenarios in **Table 5** would include the development of residential and commercial uses in Districts B, C and D. The amount of additional impervious surfaces that would be added with any of these scenarios would be similar and no new or substantially more severe impacts to water resources would result from development of these areas.

3.6 TRANSPORTATION AND CIRCULATION

Summary of Analysis in the Final EIR and Subsequent Addendums

Potential traffic impacts of the RiverPark Project were assessed in accordance with the City Traffic Impact Study Standards as well as with procedures specified by the Ventura County Transportation Commission (VCTC) and SCAG in the Ventura County Congestion Management Plan (CMP). The analysis incorporated a detailed evaluation of traffic conditions at 33 intersections, including 25 intersections in Oxnard and immediately surrounding areas and 8 intersections in the City of Ventura. Five segments of the State highway network were also evaluated.

It was estimated that the uses allowed by the RiverPark Specific Plan would generate approximately 94,500 daily trips, of which 9,860 would occur in the evening peak traffic period. Of the total daily trips, 78,840 would leave the Specific Plan Area. The remainder of the daily trips would be trips between the residential, commercial, and school uses within the Specific Plan Area. The traffic analysis determined that these additional trips would significantly impact 8 of the 33 intersections studied. Roadway improvements were identified to mitigate all these impacts to a less than significant level.

Traffic conditions on the Ventura Freeway were also forecast for future year 2020. All freeway segments analyzed were projected to operate at level of service (LOS) D and better with the exception of the Ventura Freeway south of Central Avenue, where traffic conditions were projected at LOS F in the northbound direction during the morning peak hour and in the southbound direction during the evening peak hour with all projected cumulative growth. Traffic from the RiverPark would contribute to this cumulative impact. As this level of service exceeds the minimum acceptable Level of Service C standard set by the Ventura County CMP, this cumulative impact was identified as significant. Improvements necessary to achieve an acceptable level of service on the Ventura Freeway will be identified and addressed through the Ventura County CMP program. Mitigation measures were identified in the Final EIR to mitigate all potentially significant impacts to transportation and circulation to a less than significant level and no unavoidable significant impacts to transportation and circulation were identified in the Final EIR.

Addendum 4 evaluated the potential effects associated with importing additional soil during the original mass grading of the site. This Addendum identified an additional measure to mitigate the potential for traffic impacts from truck trips hauling soil to the site. This measure restricted hauling between the hours of 9 AM and 4 PM to avoid the morning and evening peak hour travel periods.

Addendum 12 updated the traffic analysis to evaluate a proposed specific plan amendment to increase the number of residential units allowed to 3,145 units and decrease the amount of commercial development allowed to 2.078 million square feet. This analysis, which used the City's updated 2030 traffic model, determined the proposed amendment would reduce traffic impacts when compared to the Original Specific Plan. The certified Final EIR identified significant impacts at 7 intersections and the updated analysis identified significant impacts at only 4 of these 7 intersections. The City Council considered the results of this analysis and approved an amendment to the specific plan increasing the number of residential units allowed from 2,805 to 3,043 residential units and a decrease in the amount of commercial development from 2.485 to 2.098 million square feet. This is the amount of residential and commercial development allowed by the current Adopted Specific Plan. As impacts were reduced in comparison to the Original Specific Plan as evaluated in the certified Final EIR, no additional mitigation measures were identified.

Analysis of Proposed Specific Plan Amendment

In order to determine whether any new significant traffic impacts or substantial increases in the severity of previously identified significant impacts in the certified Final EIR (Final EIR) for the RiverPark Specific Plan as originally adopted (Original Specific Plan) a comparative analysis of the number of trips that would be generated by the uses as evaluated in the Final EIR and the RiverPark Specific Plan with the proposed amendment was completed. The proposed Specific Plan Amendment incorporates all previously approved amendments to the Specific Plan.

The land uses permitted by the Original Specific Plan would generate 82,366 daily trips, 4,710 AM peak hour trips and 7,749 PM peak hour trips.

With the proposed Specific Plan Amendment, if the proposed residential option is implemented in Districts B, C and D, the land uses permitted by the Specific Plan would generate 73,057 daily trips, 4,932 AM peak hour trips and 6,987 PM peak hour trips.

Based on the trip generation estimates detailed in **Table 6** below, when compared to the Adopted Specific Plan land use program, the proposed Specific Plan Amendment land use program would result in a significant reduction in both the number of daily trip and PM peak hour trips, if the residential option is implemented in Districts B, C, and D. Under this scenario the amendment would result in a reduction of 9,309 daily trips (approximately 11.3 percent) and 762 PM peak hour trips (approximately 9.8 percent). Under the same scenario there would be an incremental increase of 222 AM peak hour trips (approximately 4.7 percent), which is effectively negligible from an analysis standpoint when considering the size of the study area and the resulting distribution of those trips across the 30 study intersections evaluated in the Final EIR.

Table 6
Trip Generation Comparison for Adopted Specific Plan and Proposed Specific Plan Amendment

Adopted Specific Plan							
Planning District	Daily Trips	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
A, B, C	22,055	1,010	448	1,458	856	1,313	2,169
D	35,894	527	439	966	1,531	1,601	3,132
E	1,252	23	12	35	52	59	111
F	3,888	74	224	298	217	153	370
G	4,920	208	318	526	263	221	484
H	4,410	87	258	345	294	170	464
I	4,697	93	254	347	270	192	462
J	3,568	302	311	613	201	176	377
K, L, M	1,682	66	56	122	87	93	180
Total	82,366	2,390	2,320	4,710	3,771	3,978	7,749

Proposed Specific Plan Amendment							
Planning District	Daily Trips	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
A, B, C	17,632	949	617	1,566	749	1,056	1,805
D	30,579	451	605	1,056	1,389	1,303	2,692
E	1,432	25	14	39	60	67	127
F	3,888	73	225	298	217	153	370
G	4,920	207	318	525	264	220	484
H	4,659	92	273	365	309	181	490
I	4,697	93	254	347	270	192	462
J	3,568	304	309	613	201	176	377
K, L, M	1,682	66	57	123	87	93	180
Total	73,057	2,260	2,672	4,932	3,546	3,441	6,987

Source: Gibson Transportation Consulting, Inc., Draft Memorandum: Traffic Impact Assessment for the Proposed Oxnard Riverpark Specific Plan Amendment 2021, Oxnard, California Ref: J1031c, (November 29, 2021). Refer to **Appendix A**.

Table 7
Intersection Operating Conditions
Comparative Analysis Signalized Intersections

Intersection	Peak Hour	Year 2019 Conditions [a]		Year 2030 [b]		Year 2030 Existing with Adopted Oxnard Riverpark Specific Plan Project [b]	
		V/C or Delay [c]	LOS	V/C	LOS	V/C	LOS
Ventura Road & Town Center Drive	AM PM	0.51	A	0.104	A	0.439	A
		0.53	A	0.226	A	0.528	A
Oxnard Boulevard & Town Center Drive	AM PM	0.66	B	0.491	A	0.389	A
		0.56	A	0.488	A	0.561	A
Vineyard Avenue & Riverpark Boulevard/Ventura Boulevard	AM PM	26.2	C	0.464	A	0.501	A
		29.0	C	0.541	A	0.604	B
Oxnard Boulevard & US 101 Northbound Ramps	AM PM	23.9	C	0.324	A	0.436	A
		26.0	C	0.471	A	0.635	B
Oxnard Boulevard & US 101 Southbound Ramps	AM PM	21.4	C	0.176	A	0.284	A
		22.4	C	0.206	A	0.368	A
Vineyard Avenue & US 101 Northbound Ramps	AM PM	13.4	B	0.527	A	0.643	B
		14.1	B	0.659	B	0.747	C
Vineyard Avenue & US 101 Southbound Ramps	AM PM	17.2	B	0.516	A	0.537	A
		14.7	B	0.568	A	0.759	C

Notes

[a] Based on traffic count data collected in September 2019 and existing 2019 lane configurations.

[b] Source: Traffic Analysis for Oxnard Riverpark Specific Plan Amendment, Crain & Associates, October 2009.

[c] Intersections under Caltrans jurisdiction were evaluated using HCM methodology.

Table 8
Development Scenario Comparative Summary - Trip Generation

Development Scenario	Daily Trips ^a	Trip Generation Estimates					
		AM Peak Hour			Afternoon Peak Hour		
		In	Out	Total	In	Out	Total
B, C & D	6,888 -16,867 -9,979	105 -247 -142	418 -157 260	523 -405 118	413 -704 -291	223 -763 -540	636 -1,467 -831
B & C	4,119 -10,091 -5,972	63 -148 -85	250 -94 156	313 -242 71	247 -421 -174	133 -457 -324	380 -878 -498
C & D	4,650 -11,392 -6,742	71 -167 -96	282 -106 176	353 -273 80	278 -475 -197	151 -516 -365	429 -991 -562
B & D	5,006 -12,264 -7,258	76 -179 -103	304 -115 189	380 -294 86	300 -512 -212	162 -555 -393	462 -1,067 -605
B	2,238 -5,482 -3,244	34 -81 -47	136 -51 85	170 -132 38	133 -228 -95	73 -249 -176	206 -477 -271
C	1,882 -4,609 -2,727	29 -68 -39	114 -43 71	143 -111 32	113 -192 -79	61 -209 -148	174 -401 -227
D	2,769 -7,982 -5,213	42 -117 -75	168 -75 93	210 -192 18	165 -333 -168	90 -361 -271	255 -694 -439

Source: Gibson Transportation Consulting, Inc., Draft Development Scenario Comparative Summary for the Proposed Oxnard Riverpark Specific Plan Amendment 2021, Oxnard, California Ref: J1031c, (November 29, 2021). Refer to **Appendix A**.

^a Residential – Commercial trips = Net Change

Because the proposed Specific Plan Amendment with the residential development option chosen would result in fewer daily and PM peak hour trips than the Specific Plan as evaluated in the Final EIR and that no significant changes to the regional trip distribution patterns or future traffic conditions will result from the changes proposed, no new significant traffic impacts or substantial increase in the significance of impacts identified in the Final EIR or subsequent addendums would result from the proposed Specific Plan Amendment and no revised mitigation measures are required.

A comparative analysis of the projected future operating conditions of the adjacent intersections based on the intersection LOS results in the Final EIR and those published in traffic studies recently completed for related projects located in the vicinity of Planning Districts B, C, D and E. To provide further comparative analysis, an intersection LOS analysis was also conducted for existing Year 2019 conditions based on current traffic volumes and intersection lane configurations.

As shown in **Table 7: Intersection Operating Conditions Comparative Analysis Signalized Intersections**, the LOS results for all seven intersections are within the acceptable range based on City criteria and are consistent with the intersection LOS conditions forecasted in previous traffic studies for other projects in the area.

As shown in **Table 8: Development Scenario Comparative Summary - Trip Generation**, the proposed development of residential uses in Districts B, C and D would generate the most trips as compared to the possible combinations of commercial and residential uses for the other potential development scenarios. Scenario 1, the Residential Option in Districts B, C & D results in a reduction of daily trips of 9,979 trips, a small increase in AM Peak Hour Trips of 118 and a reduction of 831 AM Peak hour trips. None of the other potential development scenarios would result in a greater increase in AM Peak Hour trips than this and, for this reason, impacts would not be significant with any of the potential development scenarios.

Parking

Parking in the commercial and mixed use areas would be provided by dedicated parking lots for commercial uses, dedicated residential parking in District D, and shared parking for commercial and residential uses where appropriate. The change in parking demand over time would be reviewed as development proceeds in District D.

Vehicle Miles Traveled

In 2002, the City certified the RiverPark Specific Plan Final EIR. At that time, analysis of Vehicle Miles Traveled (VMT) to evaluate the transportation impacts of proposed projects was not recommended in EIRs. In January 2016, the Governor's Office of Planning & Research (OPR) issued proposed changes to the CEQA Guidelines.² These changes state that projects within one-half mile of either an existing major transit stop or a stop along an existing high-quality transit corridor generally may be considered to have a less than significant transportation impact. In addition, the proposed guidelines advise that Transit Oriented Development (TOD) projects; development projects that result in net decreases in VMT, compared to existing conditions; and land use plans consistent with SCAG Sustainable Communities

2 California Office of Planning and Research (OPR), Revised Proposal on Updates to CEQA Guidelines on Evaluating Transportation Impacts in CEQA (January 20, 2016), http://www.opr.ca.gov/docs/Revised_VMT_CEQA_Guidelines_Proposal_January_20_2016.pdf. Accessed December 2021.

Strategies (SCS) or that achieve similar reductions in VMT as projected to result from the SCS generally may be considered to have a less than significant impact.³ In December 2018, the California Natural Resources Agency certified and adopted the CEQA Guidelines update package, including the Guidelines section implementing Senate Bill 743. Specifically, Section 15064.3 Determining the Significance of Transportation Impacts was added which identifies VMT as the most appropriate measure of the transportation impacts of a project. The provisions of this section apply Statewide on July 1, 2020.

As discussed previously, the RiverPark Specific Plan Area is located with the NOTED Urban Village as defined in the 2030 General Plan. The NOTED area includes the area north of the Oxnard Blvd./Vineyard Avenue intersection generally between Ventura Road and Vineyard Avenue including the Esplanade shopping center, The Village Specific Plan, and the Riverpark Specific Plan. The NOTED area is designated as a “Catalyst” project by the California Department of Housing and Community Development as an example of desirable mixing of land uses and activities combined with transit that will total reduce the volume of local vehicle uses.

Per Senate Bill (SB) 743, the State CEQA Guidelines have been updated to incorporate VMT as the primary metric for analyzing transportation impacts under CEQA. This update occurred subsequent to preparation of the 2012 Specific Plan Amendment so VMT is not specifically addressed in the prior analysis. The City has not adopted any specific significance thresholds related to VMT. The OPR’s Technical Advisory on Evaluating Transportation Impacts in CEQA, dated 2018, provides guidance on analyzing VMT impacts in light of SB 743.

The change in land uses that would result from the Specific Plan Amendment with any of the development options in **Table 5** would reduce the amount of commercial development and increase the amount of residential development in RiverPark. The proposed Specific Plan Amendment would improve the balance of commercial and residential uses in RiverPark and would result in reduction of 6.8 million VMT annually for the Specific Plan Area when compared to the uses currently permitted by the Specific Plan. The uses currently allowed by the adopted Specific Plan would generate 164.1 million VMT annually while the uses that would be permitted by the proposed Specific Plan Amendment would generate 157.3 million VMT annually.⁴ The RiverPark Specific Plan with the proposed Specific Plan Amendment would, therefore, not result in any significant VMT impacts and no revised mitigation measures are required.

3 OPR, “Transportation Impacts (SB 743),” <http://www.opr.ca.gov/ceqa/updates/sb-743/>. Accessed December 2021.

4 Source: Refer to **Appendix B** for CalEEMod output files.

3.7 AGRICULTURAL RESOURCES

Summary of Analysis in the Final EIR and Subsequent Addendums

Approximately 155 acres of the southern portion of the Specific Plan Area was in active agricultural use and a small portion of land along Vineyard Avenue in the northern portion of the Specific Plan Area was also in agricultural use at the time the RiverPark Project was proposed. In total, 209 acres of the 702-acre Specific Plan Area was in agricultural use. The 155 acres of agricultural land in the southern portion of the Specific Plan Area was identified as Prime Farmland on the Important Farmlands Map for Ventura County prepared by the State Department of Conservation. This portion of the Specific Plan Area had been designated for urban uses since 1986 in the City's General Plan and the RiverPark Project was determined to be consistent with the policies of the 2020 General Plan addressing preservation of agricultural land. Since approval and implementation of the RiverPark Project would result in the conversion of this agricultural land to urban use, this loss of agricultural land within the RiverPark Specific Plan Area was identified as an unavoidable significant impact of the Project. No mitigation measures were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

The proposed Specific Plan Amendment would not introduce new types of land uses, nor would it locate development in areas not analyzed in the Final EIR. The proposed change in uses in the central portion of RiverPark would also not result in any indirect impacts to existing agricultural uses located northeast of the Specific Plan Area. No new significant impacts to agricultural resources would result from the proposed Specific Plan Amendment and there would be no increase in the severity of the significant impacts identified in the Final EIR and no mitigation measures are required.

The scenarios presented in **Table 5** include residential and commercial uses, both of which are included in the existing land uses for the Specific Plan Area. As such, development of any scenario presented in **Table 5** would not result in conversion of agricultural lands nor would any agricultural land outside of the Specific Plan Area be identified for development. Mitigation measures are not required and no further analysis is needed.

3.8 AIR QUALITY

Summary of Analysis in the Final EIR and Subsequent Addendums

The analysis for potential air quality impacts resulting from the RiverPark Project was completed in accordance with the Ventura County Air Pollution Control District (APCD) Air Quality Assessment

Guidelines (APCD Guidelines).⁵ The APCD has established criteria for determining significant air quality impacts from a project. The APCD does not consider normal construction-related impacts to be significant. Standard mitigation measures will be applied to the Project to minimize any adverse effect from construction to the maximum extent possible.

Emissions would be generated by both stationary and mobile sources on a regular, day-to-day basis from the proposed residential and commercial uses. Based on the threshold of significance recommended by the APCD, a project is considered to have a significant impact on air quality if it would generate more than 25 pounds per day of either reactive organic compounds (ROCs) or oxides of nitrogen (NOx). Emission modeling completed for the RiverPark Project in the Final EIR, showed emissions of NOx and ROCs would exceed the thresholds for both pollutants. Accordingly, these impacts were identified as significant in the Final EIR. Certain design features, consistent with the APCD Guidelines, were incorporated into the RiverPark Specific Plan, including:

- Encourage the development of higher density housing and employment centers near public transit corridors;
- Encourage compact development featuring a mix of uses that locates residences near jobs and services;
- Provide services, such as food services, banks, and other personal services, within office parks and other large developments;
- Encourage infill development;
- Ensure that the design of streets, sidewalks, and bike paths within a development encourage walking and biking; and
- Provide landscaping to reduce energy demand for cooling.

The incorporation of other standard mitigation measures recommended by the APCD were identified in the Final EIR as reducing daily emissions of pollutants to the maximum extent feasible. However, even with the incorporation of all feasible mitigation measures into the Project, daily emissions generated would still exceed the 25 pounds per day significance threshold. In accordance with the APCD mitigation guidelines, contribution of funds to an off-site Transportation Demand Management (TDM) fund administered by the City was required to mitigate the remaining impacts. Contribution of funds is required for each individual building project within the Specific Plan Area to fund trip reduction measures to mitigate these impacts to a less than significant level.

5 Ventura County Air Pollution Control District (Ventura County APCD), *Air Quality Assessment Guidelines* (2003).

Modeling was also completed to determine if traffic generated by the Project would result in significant increases in carbon monoxide levels, referred to as carbon monoxide hotspots, at any intersections that would be impacted by the Project. No significant carbon monoxide hotspot impacts were identified in the Final EIR. In addition, no significant health impacts or odor impacts were identified for residents of the proposed Project due to air emissions generated by facilities and land uses in the vicinity of the Project site. Mitigation measures were identified in the Final EIR to mitigate all potentially significant impacts to air quality to a less than significant level and no unavoidable significant impacts to air quality were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

Construction

The APCD considers construction-related emissions to be temporary and does not recommend quantitative analysis of these impacts for this reason. However, the APCD recommends that construction emissions be mitigated if the construction emissions are likely to exceed the significance thresholds for operational emissions. The Final EIR for the RiverPark Specific Plan includes mitigation measures that would reduce emissions of diesel exhaust and fugitive dust. These measures are implemented as part of all construction projects in RiverPark. The proposed amendment would reduce the amount of commercial development by approximately 100,000 square feet in District A. It would add the option of developing up to 333 multifamily units in District B and 280 multifamily units in District C respectively and remove the option of 104,000 square feet of commercial development in District B and reduce the amount of commercial development by 63,267 square feet in District C. The proposed amendment would increase the maximum number of residential units allowed in District D to 924 residential units, consisting of up to 412 Residential: Very High units in a portion of District D currently developed as a surface parking lot. If this additional residential development occurs, existing surface parking lot would be demolished to accommodate new development. Surface parking located in the portion of District D where additional residential development occurs would be replaced within the new development. Therefore, any change in construction-related emissions associated with the proposed amendment to the Specific Plan would not result in any new significant impacts and would not substantially increase the severity of any previously identified significant impacts.

Development of any of the scenarios in **Table 5** would result in similar impacts as construction activities on each site would be similar. All construction would be required to implement mitigation measures to reduce emissions of diesel exhaust and fugitive dust as included in the Final EIR. Any change in construction-related emissions associated with any of these scenarios would not result in new or substantially more severe significant impacts.

Operation

Mobile source emissions for the daily vehicle trips to and from the Project site were calculated based on the trip generation information in the Traffic Impact Assessment. The CalEEMod air emissions model was used to calculate area source emissions from within the proposed land uses. Area source emissions would be generated primarily by natural gas consumption by the various land uses of the proposed Specific Plan Amendment. The primary use of natural gas by the proposed land uses would be to produce space heating, water heating, and other miscellaneous heating, or air conditioning. The area source emissions also account for the use of gasoline-powered gardening and landscaping equipment for the Project and the use of consumer products by Project residents.

The estimated operational emissions, with implementation of the residential development option in Districts B, C and D, are presented in **Table 9: Maximum Daily Unmitigated Operational Emissions**.

As shown in **Table 9**, the estimated maximum daily unmitigated operational emissions for ROC, NO_x, CO, PM₁₀, and PM_{2.5} from the proposed Specific Plan Amendment would be reduced by approximately 8, 10, 31, 25, and 6 pounds per day (lbs./day), respectively, when compared to emissions that would be generated by the land uses as originally proposed and evaluated in the Final EIR. The decrease in emissions results from the reduction in the amount of daily vehicle trips that would result from the Specific Plan Amendment.

Table 9
Maximum Daily Unmitigated Operational Emissions

Source	Pollutant (lbs./day)					
	ROC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Maximum Adopted Specific Plan	337	208	1,923	3	419	115
Maximum Proposed Specific Plan Amendment	329	198	1,892	3	394	109
<i>Difference</i>	-8	-10	-31	0	-25	-6
VCAPCD Threshold	25	25				
Threshold Exceeded?	Yes	Yes				

Source: Refer to **Appendix B** for CalEEMod output files.

The Final EIR identified a program of measures to reduce operational emissions to the fullest extent feasible and payment of TDM fees is required to mitigate the remaining impacts. These TDM mitigation measures to reduce emissions from Project operation include strategies to reduce vehicle trips or VMT, the use of low-emission vehicles, and measures that improve traffic flow or reduce congestion. No change

to the mitigation program is required as these measures apply to the additional uses that would be permitted by the proposed amendment to the Specific Plan. In addition, the Ventura County APCD Guidelines provides area source and operational mitigation measures that can be used for projects that exceed ROC and NOx significance thresholds. These mitigation measures include an off-site TDM fund, with the amount of funding proportionate with the number of emissions that need to be mitigated. The proposed Specific Plan Amendment will not result in new significant impacts and any substantial increase in the significance of the air quality impacts associated with the RiverPark Project.

In Section 3.6: Transportation and Circulation, each of the development scenarios identified in **Table 5** were shown to result in a net decrease in daily trips in comparison to the commercial uses allowed by the Approved Specific Plan. Implementing the proposed residential development in all three districts would result in the greatest decrease in daily trips and a small increase in AM Peak Hour Trips of 118 trips. All of the other potential development scenarios would result in reductions in Daily and PM Peak hour trips and a smaller increase in AM Peak Hour Trips and would not result in greater changes than would occur with implementation of residential option in all three districts. Additionally, TDM mitigation measures would be required for all development to reduce emissions from Project operation including strategies to reduce vehicle trips or VMT, the use of low-emission vehicles, and measures that improve traffic flow or reduce congestion.

Global Climate Change

In 2002, the City certified the RiverPark Specific Plan Final EIR. At that time, analysis of emissions of GHG and associated global climate change impacts was not recommended in EIRs. In addition, GHGs were not identified as air pollutants under the federal Clean Air Act and the California Clean Air Act. On June 19, 2008, the Governor's Office of Planning and Research issued a technical advisory as interim guidance regarding the analysis of GHG emissions in CEQA documents.⁶ The advisory indicated that a project's GHG emissions, including those associated with vehicular traffic, energy consumption, water usage, and construction activities, should be identified and estimated. The advisory further recommended that the lead agency determine significance of the impacts and impose all mitigation measures necessary to reduce GHG emissions to a less than significant level. The advisory did not recommend a specific threshold of significance. Instead, OPR requested that the California Air Resources Control Board (CARB) recommend a method for setting thresholds that lead agencies may adopt.⁷ CARB has not yet adopted significance thresholds for GHG emissions.

6 Governor's Office of Planning and Research, Technical Advisory – *CEQA and Climate Change: Addressing Climate Change through California Environmental Quality Act (CEQA) Review (2008)*.

7 Governor's Office of Planning and Research, *Technical Advisory – "CEQA and Climate Change (2008)."*

Development of the RiverPark Specific Plan as originally adopted and with the proposed Specific Plan Amendment would result in similar levels of direct and indirect construction and operational emissions of GHGs. These emissions, primarily carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O), are the result of fuel consumption from building heating systems and motor vehicles and are quantified below. Building and motor vehicle air conditioning systems may use hydrofluorocarbons (HFCs), hydrochlorofluorocarbons (HCFCs), and chlorofluorocarbons (CFCs) to the extent that they have not been completely phased out of use; however, they are not quantified as emissions because these GHGs and would only occur through accidental leaks. Water vapor and O₃ are also not quantified because water vapor concentrations in the upper atmosphere are primarily due to climate feedbacks⁸ rather than emissions from Project-related activities. Furthermore, O₃ in the troposphere is relatively short lived, and Project emissions of ozone precursors would not significantly contribute to climate change.

The proposed Specific Plan Amendment would also result in indirect GHG emissions from electricity generation; water conveyance and delivery; wastewater collection and treatment; and solid waste decomposition. Electricity would be used not only in the Specific Plan Area, but also in the water and wastewater treatment process, as well as in the conveyance process where in-line pumps would be required. GHG emission factors from electrical demand were obtained from the California Climate Action Registry's General Reporting Protocol⁹ and the California Air Pollution Control Officers Association's CEQA & Climate Change Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act.¹⁰ The annual electrical consumption factor for water treatment and distribution was obtained from the California Energy Commission (CEC). GHG emission factors for wastewater treatment and solid waste disposal were obtained from the CEC and the United States Environment Protection Agency (USEPA).

Construction and operational GHG emissions comparisons for the proposed Specific Plan Amendment and the applicable Districts analyzed in the Final EIR (District A through E) are presented in **Table 10: GHG Emission Comparisons**. The emissions associated with the proposed Specific Plan Amendment represent a conservative assessment of the GHG emissions that would result from development of the Project. As shown in **Table 10**, GHG emissions would be reduced by 1,259 MTCO₂e per year when compared to the

8 A climate feedback is an indirect, or secondary, climatic change that occurs in response to a forcing mechanism. For example, a disturbance that causes global temperatures to increase could cause more water to evaporate from the oceans, leading to larger amounts of water vapor in the atmosphere absorbing more radiation from the earth's surface and emitting more radiation back, thereby enhancing the greenhouse effect and further increasing the air temperature.

9 California Climate Action Registry, *General Reporting Protocol: Reporting Entity-Wide Greenhouse Gas Emissions*, Version 3.1 (2009).

10 California Air Pollution Control Officers Association, *CEQA & Climate Change Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act* (2008), 61.

Final EIR. This is mainly due to the reduction of emitting sources from mobile emissions due to the reduced amount of retail proposed.

Table 10
GHG Emission Comparisons

Emissions (MTCO ₂ e per year)			
GHG Emissions Sources	Adopted Specific Plan	Proposed Specific Plan Amendment	Change
Construction (Amortized)	432	454	2
Area	35	50	15
Energy	11,737	12,723	986
Mobile	47,655	45,551	-2,104
Waste	2,264	2,252	-12
Water	2,034	1,868	-166
Annual Total Emissions	64,157	62,898	-1,259

*Note: Emission calculations are provided in **Appendix B**. Totals in tables may not appear to add exactly due to rounding in the computer model calculations.*

In addition, several regulatory actions have taken place at the federal and State level that would reduce GHG emissions from motor vehicles, and these reductions were not accounted for in the adopted Specific Plan. In 2007, the President signed the Energy Independence and Security Act, which set a goal of achieving a Corporate Average Fuel Economy (CAFE) standard of 35 miles per gallon by 2020 for new cars, light trucks, and sport utility vehicles. Most recently, the Obama Administration has issued an executive order requiring the USEPA to reconsider granting California a waiver to implement the so-called Pavley standards, which was adopted by the State in 2004 and requires substantial reductions in tailpipe GHG emissions. On May 19, 2009, Obama Administration proposed a CAFE standard of 35.5 mpg by 2016. In response to this announcement, California—and states adopting California emissions standards—have agreed to defer to the proposed national standard through model year 2016 if granted a waiver by the USEPA to implement the Pavley standards. The 2016 endpoint of the two standards is similar, although the national standard ramps up slightly more slowly than required under the California standard. The Pavley standards require additional reductions in CO₂ emissions beyond 2016.

California will implement new regulations that will reduce GHG emissions as part of the State's overall strategy to achieve the goals of The Global Warming Solutions Act of 2006 (Assembly Bill [AB] 32). In late 2008, CARB adopted the Climate Change Scoping Plan, which outlines the strategies that would reduce California's GHG emissions to 1990 levels by 2020. The strategies target all major sectors including transportation, energy, industry, and residential and commercial development. Under CARB's Climate Change Scoping Plan, the Low Carbon Fuel Standard was adopted on April 23, 2009, and would reduce

the carbon intensity of California passenger vehicle fuels by at least 10 percent (Scoping Plan Measure 5). Also, under CARB's Climate Change Scoping Plan, fuel-efficient tire standards are being pursued (Scoping Plan Measure 7). Additional strategies include increasing renewable energy, improving building energy efficiency standards, reducing the use and production of high global warming potential gases, improving water efficiency, and implementing a cap and trade program. For these reasons, the GHG emissions presented above likely overestimate the actual emissions that would result from Project construction and operation.

In addition, CARB approved and released an update to the Scoping Plan in May 2014. As noted in the 2014 Scoping Plan Update, the projected total business-as-usual emissions for year 2020 (estimated as 509 MMTCO₂e) must be reduced by approximately 15 percent to achieve the CARB's approved 2020 emission target of 431 MTCO₂e. The Scoping Plan identified recommended measures for multiple GHG emission sectors and the associated emission reductions needed to achieve the year 2020 emissions target—each sector has a different emission reduction target. Most of the measures target the transportation and electricity sectors.

As previously discussed, the Specific Plan Amendment would result in a reduction of emissions, primarily from mobile sources, when compared to the RiverPark Specific Plan as originally approved. Therefore, the proposed Specific Plan Amendment would also result in reduced GHG emissions due to a proportionate reduction from mobile sources. While the provisions of CEQA in place at the time that the Final EIR for the RiverPark Specific Plan was certified did not require the significance of GHG emissions on global climate change to be evaluated, the GHG emissions now recognized as air pollutants would still be emitted as a result of construction and operation of the Specific Plan Amendment. Therefore, the GHG emissions presented in this assessment are not considered to be new emissions or undisclosed impacts. These emissions would have occurred regardless of the proposed Specific Plan Amendment. Furthermore, as noted above, the GHG emissions for the Specific Plan Amendment are incrementally reduced when compared to the RiverPark Specific Plan. Therefore, the GHG emissions associated with the Specific Plan Amendment would not result in any new or substantially more severe impacts than the original RiverPark Specific Plan Project.

Although the Final EIR did not specifically address GHG emissions and the potential for global climate change impacts, the Project includes features and mitigation measures that would reduce GHG emissions. The proposed Specific Plan Amendment would not substantially change these characteristics of the RiverPark Community:

- **Balanced Community:** RiverPark provide for development of a balanced community with a diverse mix of land uses within the Oxnard CURB. Mixed land use developments result in an overall reduction in VMT as residents would need to travel shorter distances to obtain daily necessities and for entertainment. Residents could also easily combine multiple destinations into a single trip.

- *Reclaim Land within the City:* RiverPark reclaimed the existing sand and gravel mine site in the northern portion of the Specific Plan Area to provide additional housing opportunities in the City. Housing opportunities closer to a city's urban core and employment center result in an overall reduction in VMT as residents would travel shorter distances to places of employment.
- *Compact and Cohesive Community:* RiverPark is a compact, cohesive community consisting of residential, commercial, open space, and public facilities connected by a coherent network of interconnected streets. The Project includes medium- and high-density housing, which results in an overall reduction in VMT as urban sprawl would be reduced and a greater number of people would live in closer proximity to City services.
- *Compatible with Natural Habitat:* RiverPark creates a community that is compatible with the Santa Clara River by providing additional native vegetation within the Specific Plan Area to complement the natural habitat in the river and providing for connections to the regional trail planned along the river. Compatibility with the natural habitat and use of native vegetation reduces the need for additional irrigation while providing sources of natural carbon sequestration.
- *Public Transportation:* RiverPark integrates public transit into neighborhoods and the surrounding community. This reduces the need for residents and employees to utilize privately owned motor vehicles and reduces the overall VMT associated with the Project.
- *Pedestrian Connections:* RiverPark provides strong pedestrian connections between land uses and a variety of housing choices and institutional activities. This reduces the need for residents and employees to utilize privately owned motor vehicles and would reduce the overall VMT associated with the Project.

The SCS goals and policies to reduce VMT focus on transportation and land use planning that include building mixed use projects, locating residents closer to where they work and play, and designing communities so there is access to high quality transit service. The SCS identifies transportation network actions and strategies that are outside the City's jurisdiction and control, such as expanding the use of transit modes in sub regions (e.g., bus rapid transit (BRT), rail, limited-stop service, and point-to-point express service utilizing the high-occupancy vehicle (HOV) and high-occupancy toll (HOT) lane networks. In areas without quality transit, the SCS identifies land use strategies to promote development patterns that result in fewer vehicles miles travelled and thus lower GHG emissions. Such land use strategies including local government adoption of updated zoning codes, General Plans, and other regulatory policies that promote neighborhood-oriented development, suburban villages, and revitalized main streets consistent with SCAG's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) 2016–2040. Vehicle trips generated by growth within the Specific Plan Area would result in operational emissions through the consumption of fossil fuels.

The proposed Specific Plan Amendment would reduce commercial uses and increase the number of residential units in RiverPark which would result in reduction of 6.8 million vehicle miles travelled (VMT)

annually for Specific Plan Area when compared to the uses currently permitted by the Specific Plan. The uses currently allowed by the Specific Plan would generate 164.1 million VMT annually while the uses that would be permitted by the proposed Specific Plan Amendment would generate 157.3 million VMT annually.¹¹ This would be consistent with the features and measures identified in the Final EIR that would reduce GHG emissions.

In addition, because the Specific Plan Amendment is required to provide TDM fees paid to the City as a compensation for exceeding the air quality emissions thresholds of significance, the City would invest in emission-reducing technologies and programs that would reduce air quality emissions in the region. Generally, a reduction in air quality emissions would have the co-benefit of also reducing GHG emissions. The City would implement additional trip reduction measures to help further reduce vehicle-related emissions, as well as implement energy-consumption reduction programs to reduce GHG emissions.^{12, 13} Therefore, as the proposed Specific Plan Amendment would not result in an increase in GHG emissions when compared to the adopted Specific Plan and incorporates Project design features and mitigation measures that would result in the reduction of GHG emissions, no new significant impacts related to GHG emissions will result and no revised mitigation measures are required.

3.9 NOISE

Summary of Analysis in the Final EIR and Subsequent Addendums

Analysis of potential noise impacts resulting from construction activities, roadway noise, and stationary sources to both on- and off-site land uses was presented in the EIR. Temporary noise increases from equipment used during site development and individual building projects would result in significant impacts to both on- and off-site residential uses. However, with the inclusion of the recommended mitigation measures, these potential impacts would be reduced to less than significant. Future roadway noise levels were modeled based on the projected traffic volumes in the Project traffic study. The increase in roadway noise along roadways, both on and off site, generated by Project traffic was determined not to be significant. Mitigation measures were identified in the Final EIR to mitigate all potentially significant noise impacts to a less than significant level and no unavoidable significant noise impacts were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

No change in construction activities or the noise associated with construction would result from the proposed changes in uses permitted in Planning Districts B, C and D with the residential development

11 Source: Refer to **Appendix B** for CalEEMod output files.

12 City of Oxnard, *2030 General Plan Goals & Policies, Chapter 2: Sustainable Community (Adopted October 2011)*, pp. 2–11.

13 City of Oxnard, *Energy Action Plan: A Component of the Oxnard Climate Action and Adaptation Plan* (April 2013).

option chosen. Noise from the construction of the proposed uses was addressed in the RiverPark Final EIR. In addition, construction would occur in locations already analyzed in the Final EIR. The Final EIR determined that temporary construction impacts would be significant prior to mitigation. Mitigation measures identified in the Final EIR would reduce construction noise impacts to less than significant levels.

The analysis contained in the Final EIR predicted that increases in off-site ambient noise levels on existing and planned streets in the vicinity of the Specific Plan Area. Traffic volumes calculated for the proposed Specific Plan Amendment indicate that Districts B through E would generate approximately 32,011 daily trips. The analysis in the Final EIR estimated that Planning District B through E would have generated 56,244 daily trips. This results in a reduction of 24,233 daily trips in these Districts. Therefore, the Specific Plan Amendment would result in reduced traffic volumes, which would in turn result in a small decrease in roadway noise levels. The proposed Specific Plan Amendment would not result in any new significant impacts to off-site sensitive receptors and no additional or revised mitigation measures are required.

The proposed Specific Plan Amendment would allow the option for development of residential uses in District B which would be exposed to noise from traffic on the Ventura (US 101) Freeway. Other residential uses are located along the southern edge of RiverPark along the freeway. Due to the variations in the elevation of the freeway in relation to RiverPark, site specific noise studies are required by the City to determine the height and location of noise walls needed to attenuate freeway noise and ensure the City's noise standards for residential uses are met. The City Sound Regulation Ordinance prohibits excessive sound due to its detrimental nature to public health.¹⁴ The Ordinance does not control traffic noise along public streets but applies to all noise sources located on private property including on-site traffic. Properties within the City are assigned a sound zone based on their corresponding land use. Residential districts, such as those within RiverPark, are designated as Sound Zone I. Sound Zone IV includes all property within the noise contours around a roadway, railroad track, or the Oxnard Airport as identified in the Noise Element of the 2030 General Plan, such as the proposed residential uses in District B located along the freeway. In accordance with this existing review process, a site specific noise study will be required for any residential project proposed in District B. Therefore, no new significant noise impacts will result from permitting additional multifamily residential development in Districts B, C, and D and no revised mitigation measures are required. Therefore, no new significant noise impacts will result from permitting additional multifamily residential development in Districts B, C, and D and no revised mitigation measures are required.

Development of any of the scenarios presented in **Table 5** would allow additional commercial and residential development within Districts B, C and D. Noise from construction within the Specific Plan Area

¹⁴ City of Oxnard Municipal Code Article XI Section 7-180

was previously analyzed in the Final EIR and included mitigation measures to reduce construction noise impacts to less than significant levels. These mitigation measures would be applied to any scenario for development including commercial and residential uses. As stated in Section 3.6: Transportation and Circulation, implementation of the residential development option in all three districts would have the most change in number of vehicle trips and all other scenarios presented would result in reductions in Daily and AM Peak hour trips. Therefore, any of the other scenarios result in a small decrease in roadway noise levels. Furthermore, as stated above, development of residential uses within District B would be required to complete a site specific noise study, pursuant to City regulations. With the mitigation measures already required by the Final EIR, any development including the scenarios presented in **Table 5** would not result in any new significant noise impacts.

3.10 PUBLIC SCHOOLS

Summary of Analysis in the Final EIR and Subsequent Addendums

The RiverPark Specific Plan Area is located within the Rio School District (RSD) and the Oxnard Union High School District (OUHSD). The RiverPark Specific Plan included two sites designated for three new RSD schools. Planning Districts J and K include a 27-acre site for a new K-5 elementary school and a new K-8 middle school. Planning District G includes a 9-acre site for a second new elementary school with 9 net acres. These 36.0 net acres was determined to be sufficient in size to accommodate schools with a capacity of 1,660 students, plus space for full track and field facilities at the middle school. Approximately 2,110 students can be accommodated on these sites if 2-story buildings are built.

RSD and OUHSD provided student generation rates, which vary according to grade level and dwelling unit type, and which represent an estimate of the average number of students generated per residential dwelling unit. Based on these student generation rates, it was estimated that approximately 1,990 K–12 students would be generated by the development of all the residential uses that would be allowed by the Specific Plan, including 1,654 K–8 students and 337 high school students. The addition of these students generated by the permitted residential uses would significantly impact both school districts. However, with construction of the planned school facilities and payment of developer impact fees to the school districts, adequate school capacity would be created to accommodate these students and impacts would be mitigated to a less than significant level.

Mitigation measures were identified in the Final EIR to mitigate all potentially significant impacts to schools to a less than significant level and no unavoidable significant impacts to schools were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

Three K-8 schools have been built in the RiverPark Specific Plan Area as included in the RiverPark Specific Plan. As described above, the sites were provided in the Specific Plan for two K-5 elementary schools for grades K-5 and one Middle School for grades 7-8. The Rio del Mar Elementary school (Grades K-5) and Rio Vista Middle School (Grades 6-8) were developed for the Rio School District in Planning District J. The site identified for a second elementary school serving grades K-5 in Planning District G was developed the Rio Del Sol STEAM Academy which serves grades K-8. This K-8 school has a greater capacity than the K-5 school originally planned for this site. The combined capacity of these three schools is approximately 2,247 K-8 students. Based on 2018-2019 enrollment levels, the combined enrollment at these three schools was 1,655 students, leaving a remaining capacity of 592 students.

The RiverPark Specific Plan currently allows development of 3,043 residential units. The proposed Specific Plan amendment would allow the option to develop up to 4,068 residential units. Student generation rates are derived from the average number of students generated by each new residential unit. Student generation rates determined for the 2020-2021 year are based on a generation rate analysis of the historical residential development data overlayed with year 2020-2021 students living in new residential development. Based on the Rio School District's current student generation factors, the 1,025 additional residential units that would be permitted would generate 154 additional K-5 students and 52 students in students in grades 6-8; a total of 205 additional K-8 students as shown in **Table 11: Rio School District Student Generation** below. The additional scenarios including combinations of commercial and residential uses would generate fewer students than would be generated by implementing the residential option in Districts B, C and D.

As discussed above, the development of the K-8 Rio Del Sol STEAM Academy created additional school capacity above the amount originally planned that could accommodate additional students from residential development in RiverPark. On a district wide basis, the Rio Elementary School District determined enrollment in grades K-5 was 57 students over capacity while enrollment in grades 6-8 was 266 students over capacity.¹⁵ **Table 12: Rio School District Classroom Capacities**, shows the current capacities for schools within RSD as of the year 2021.

As shown, the Rio School District RSD has a total capacity of 4,885. As RSD enrollment as of 2020-2021 was 5,208 students, the district was over capacity by 323 students. Any need for additional school facilities in the Rio School District will be mitigated by the payment of school fees or through an amendment to the existing RiverPark school mitigation agreement.

¹⁵ *Developer Fee Justification Study*, Rio School District, April 2021, Table 2.

Table 11
Rio School District Student Generation

Scenario	Number of Units	Projected Students		
		K-5	6-8	K-8
District B, C & D	1,025	154	52	205
Districts B & C	613	92	31	123
Districts C & D	692	104	35	139
Districts B & D	745	112	37	149
District B	333	50	17	67
District C	280	42	14	56

Source: Rio School District Developer Fee Justification Study, April 2021, Table 4
Student Generation Rates: K-5 (0.15), 6-8 (0.05), K-8 (0.20)

Table 12
Rio School District Classroom Capacities

Grade Level	2020/21 Enrollments	2020/21 Capacity	Available Capacity
K-5	3,410	3,353	-57
6-8	1,798	1,532	-266
Total K-8	5,208	4,885	-323

Source: Rio School District Developer Fee Justification Study, April 2021, Table 2

Oxnard Union High School District has seven existing high schools, plus an independent study school and a continuation school. The high schools nearest to RiverPark are Oxnard High School, Pacifica High School and Rio Mesa High School. All three of these high schools have student enrollment in excess of their original facility capacity and portable classrooms are in use to accommodate part of their current enrollment. The Oxnard Union High School District has acquired land and is planning a new eighth high school southeast of N. Rose Avenue and Caesar Chavez Drive. Based on the Oxnard Union High School District's current student generation factors, the 1,025 additional residential units that would be permitted would generate 62 additional high school students, as shown in **Table 13: Oxnard Union High**

School District Student Generation.^{16,17} Development of any of the other scenarios in **Table 5** would generate fewer students.

Table 13
Oxnard Union High School District Student Generation

Scenario	Number of Units	Projected Students
		9-12
District B, C & D	1,025	62
Districts B & C	613	37
Districts C & D	692	42
Districts B & D	745	45
District B	333	20
District C	280	17
District D	412	25

Source: Oxnard Union High School District Developer Fee Justification Study, Sage Institute Inc., August 2020
Student Generation Rate: 0.06

Table 14: Oxnard Union High School District Classroom Capacities, shows the current capacities for each school within the OUHSD. Potential available school capacity for students generated by new residential development is determined by overlaying the District 2019/20 California Basic Educational Data (CBED) enrollments of grades 9-12 with the District 2020 capacity. As shown in the **Table 14**, the District 2019-20 enrollments for grades 9-12 exceeds capacity by 1,857 students.

Table 14
Oxnard Union High School District Classroom Capacities

Grade Level	2019-20 CBED	2020 Capacity	Available Capacity
9-12	17,901	15,324	-1,857

Source: Oxnard Union High School District Developer Fee Justification Study, Sage Institute Inc., August 2020

To offset the need for additional school facilities generated by residential development, Government Code Section 65995(b) establishes the base amount of allowable developer fees a school district can collect from development projects located within its boundaries. The fees obtained by the local districts are used to maintain the desired school capacity and the maintenance and/or development of new school

¹⁶ Oxnard Union High School District, *Developer Fee Justification Study*, August 2020.

¹⁷ OUHSD generation factor based off of 0.06 students per multifamily residential unit for grades 9 through 12.

facilities. These fees would be paid for the additional residential units to the Oxnard Union High School District. Pursuant to Section 65995(3)(h) of the California Government Code (SB 50, chaptered August 27, 1998), the payment of statutory fees “is deemed to be full and complete mitigation of the impacts of any legislative or adjudicative act, or both, involving, but not limited to, the planning, use, or development of real property, or any change in governmental organization or reorganization.” Any need for additional school facilities in the Rio School District will be mitigated by the payment of school fees or through an amendment to the existing RiverPark school mitigation agreement. Therefore, impacts to local public schools as a result of the Project would be less than significant and no revised mitigation measures are required.

Development of any of the other scenarios presented in **Table 5** would generate fewer students than development of the proposed residential units in Districts B, C & D as shown by **Tables 11 and 13**. Any scenario that includes residential development would be required to provide developer fees to the school district in order to maintain the desired school capacity and the maintenance and/or development of new school facilities.

3.11 FIRE PROTECTION

Summary of Analysis in the Final EIR and Subsequent Addendums

Fire protection and emergency medical services to the Specific Plan Area are provided by the City Fire Department to the Project area. At the time the Final EIR was prepared, the City was operating six fire stations staffed by three fire fighters at all times.

The potential for fire hazards during construction was determined not to be significant. The potential for interference with emergency vehicles traveling through the area was considered minimal given the periodic and short-term nature of any construction-related traffic resulting from the development of individual projects within the Specific Plan Area.

As proposed, the RiverPark Specific Plan included a site for a new joint City/County fire station on Vineyard Avenue. This station, Station No. 7, would replace the existing County fire station located in the County El Rio Maintenance Yard on El Rio Drive in the RiverPark Specific Plan Area and provide an additional City fire station to serve this area. With the addition of this new fire station, no significant impacts were identified. No mitigation measures were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

The original RiverPark Specific Plan allowed development of up to 2,761 dwelling units, along with commercial buildings and school facilities. Over time, amendments to the Specific Plan have modified the maximum allowable development to allow for the development of 1,467,342 square feet of commercial uses and 3,043 residential units. To date 1,447,342 square feet of commercial and 3,003 residential units have been built and/or approved. New development proposed by the Specific Plan amendment allows a residential development option of 1,025 additional residential units that would require emergency fire protection and medical services. If chosen, the residential development option under the proposed Specific Plan amendment would decrease the amount of commercial development and increase the number of multifamily units within the Specific Plan Area. An increase in calls for service could result from the additional residential units. It is anticipated that demands for fire protection service would increase above current levels under the proposed Specific Plan amendment, as up to 1,755 additional residents would reside in the Specific Plan Area. Expected calls for service of residential occupancies are ten times greater than commercial occupancies. Adequate service can be provided, however, from the fire station built to serve RiverPark. In addition, the City formed a Community Facilities District RiverPark to provide funding for public safety costs.

Fire protection services in the RiverPark Specific Plan Area is provided from the City Fire Station No. 7, located at 3300 Turnout Circle in RiverPark on the northwest corner of Vineyard Avenue and Thames River Dr. Apparatus at Fire Station No. 7 includes Engine 67 and Hazardous Materials Unit 67. All personnel at this station are trained as Hazardous Materials Technicians and Specialists. The City's fire station is located adjacent to Ventura County Fire Station No. 51, which serves the unincorporated community of El Rio.

The Ventura County Local Agency Formation Commission 2018 Municipal Services Review for the City reported that the City employed 0.67 firefighters per 1,000 residents, an increase from the ratio of 0.48 firefighters per residents in 2000. Oxnard's current ratio is one firefighter per approximately 1,693 residents. The National Fire Protection Association (NFPA) recommends one fire station for every 15,000 residents. The NFPA recommends each fire station service approximately 15,000 residents. Oxnard's eight fire stations served approximately 26,000 residents per station.

The Oxnard Fire Department uses several metrics to determine that the City's emergency units are appropriately placed throughout the City including average first response travel time and average turnout time for medical and nonmedical calls.¹⁸ The average first response travel time is the amount of time it takes for a unit to drive to the call location for a Code 3 response where units have lights and sirens

18 Oxnard Fire Department, *Fire Statistics*, <https://www.oxnard.org/fire-department/oxnard-fire-statistics/>. Accessed December 2021.

indicating to the public to pull over to the right. The travel time goal is 4 minutes (240 seconds). This goal was established, as the time goal for travel time plus turnout time should put a fire unit at any location in the City in about 5 minutes. From January through October 2020, Fire Station No. 7 achieved this goal approximately 36 percent of the time for 473 service calls with an average travel response time of approximately 5.3 minutes (319 seconds).¹⁹ All locations in RiverPark are within 1.25 miles of Fire Station No. 7, which results in the response time being well within the 4 minute goal.

For these reasons, the proposed Specific Plan Amendment would not result in any new or substantially more severe significant impacts and no mitigation measures are required.

Fire services provided by Fire Station No. 7 would be adequate for development of any of the scenarios identified in **Table 5**. Residential and commercial development would be adequately served in each district and response time would be well within the City's goal for travel time. As development of the residential development option in all three districts would result in the greatest number of additional residents, any combination of commercial and residential development within the three districts would be within the NFPA recommendation of one fire station per 15,000 residents. For these reasons, any of the potential development scenarios would have less than significant impacts to fire services.

3.12 POLICE PROTECTION

Summary of Analysis in the Final EIR and Subsequent Addendums

Law enforcement and police protection services are provided to the City and the Project area by the City Police Department. The Police Department has one station, located near Oxnard City Hall, and three storefront police substations, which are used for community-based policing. Site development and construction would not normally require services from the Police Department, except in the cases of trespassing, theft, and vandalism. Such activities at a construction site are not unusual but are only occasional and do not typically place undue demands on police protection services. Slow-moving construction-related traffic along local roadways may reduce optimal traffic flows on these roadways and could conceivably delay police and emergency vehicles or contribute to a vehicle accident. This potential is considered minimal given the periodic and short-term nature of any construction related traffic, and no significant impacts are expected with implementation of flagmen and other standard construction practices.

Based on available crime statistics at the time the EIR was prepared, the Police Department based its service planning on a basis of 0.4 calls for service per capita. The projected increase in population for the

19 City of Oxnard, *Average First Response Travel Time*, <https://www.oxnard.org/average-first-response-travel-time/>. Accessed December 2021.

2,805 units allowed by the Specific Plan was approximately 7,220. This population would generate approximately 2,900 calls for service annually. Based on the number of calls for service estimated to be generated by the RiverPark Project, the Oxnard Police Department determined additional police personnel would be required to provide police services to the Project. Based on the fiscal impact study prepared for the Specific Plan, revenues accrued to the City's General Fund from sales taxes, property taxes, etc., would provide the funds needed for police service.

District D of the Specific Plan permits the development of a storefront police station of approximately 1,000 square feet within the commercial portion of the RiverPark Community when warranted by the increase in the number of calls for service to mitigate the impact of the addition of service area to the existing response beat serving the Specific Plan Area. No significant impacts to police services were identified in the Final EIR. A mitigation measure was identified in the Final EIR to mitigate all potentially significant impacts to police protection to a less than significant level and no unavoidable significant impacts to police protection were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

The proposed Specific Plan amendment would allow a residential development option. If chosen, a decrease in the amount of commercial development and increase in the amount of multifamily residential development within Districts B, C and D would occur. The 1,025 units the Specific Plan Amendment would result in a projected increase in population of approximately 1,755.²⁰ At an estimated rate of 0.4 service calls per capita, the total increase in annual service calls from the additional residential units would be 702 calls. This increase would be offset by the reduction in calls for service from the reduction in the amount of commercial development of approximately 562,000 square feet. The potential increase in calls for service is not substantial in relation to the calls for service estimated in the Final EIR for RiverPark.

In addition, an Oxnard Police substation is located at 2751 Park View Court in the Collection retail commercial development in District D. One (1) full-time police officer is dedicated to providing service in RiverPark. The City also formed a Community Facilities District RiverPark to provide funding for public safety costs. For these reasons, the proposed Specific Plan Amendment would not result in any new or substantially more severe significant impacts and no revised mitigation measures are required.

The estimated number of calls for all of the residential development options in **Table 5** would not be substantial in relation to the calls for service estimated in the Final EIR for RiverPark. As stated in the Final EIR for the Specific Plan, a fiscal impact study found that the revenues accrued to the City's General Fund

²⁰ RCLCO Real Estate Consulting, Occupancy Characteristics Memorandum, October 6, 2021.

from sales taxes, property taxes, etc., would provide the funds needed for police service. These revenues would be collected from residences as well as commercial uses if any options presented in **Table 5** were to be developed. Therefore, development of any of these scenarios would not require a significant increase in police services and taxes provided from operation of these uses would be sufficient to fund the City's General Fund to create additional police facilities.

3.13 PARKS AND RECREATION

Summary of Analysis in the Final EIR and Subsequent Addendums

At the time the EIR was prepared, there were 756 acres of developed parkland in the City, including a 224-acre public golf course. The City park planning standard for total developed acres of parkland is 3.0 acres per thousand population, as established by the Quimby Act. Individual standards for Neighborhood and Community Parks are 1.5 acres per 1,000 population.

As originally proposed, the RiverPark Specific Plan would allow development of a maximum of 2,085 dwelling units, with an estimated residential population of approximately 7,220 persons. Based on the City's park planning standards, approximately 11 acres of neighborhood parkland and 11 acres of community parkland are required to serve this estimated population. Since the Specific Plan was originally adopted, an addendum was processed analyzing the development of up to 3,145 residential units. This increase in residential units proposed would increase the residential population within the Specific Plan Area. If all 340 additional dwelling units allowed by the proposed Specific Plan amendment were built, the projected increase in population would be approximately 874 persons. When added to the Adopted population estimate of 7,220 persons for the adopted Specific Plan, the total population in the Specific Plan area would be 8,094 persons. This additional population would increase the demand for parks within the Specific Plan area. Using this standard, the proposed Specific Plan amendment would require approximately 12 acres of Neighborhood Park space and 12 acres of Community Park space.

The Specific Plan included a variety of parks and open space areas. Three neighborhood parks are proposed within the Residential Planning Districts. In total, approximately 13 acres of neighborhood parkland will be provided. This amount exceeds the 12 acres required under the City's planning standards for neighborhood parks. Based on the school facilities requirements of the State Department of Education, a minimum of 12 acres of playfields was required for the number of students planned for the schools planned in RiverPark. Depending on the site plans for the elementary and intermediate school sites, up to 18 acres of playfield space would be provided. The amount of community playfields provided on the school sites would be greater than the 12 acres required under the City's planning standards for community parkland. In addition, the Specific Plan would be consistent with the goals and policies of the Parks and Recreation Element Plans and Policies of the General Plan. Therefore, impacts to parks and

recreation were determined to be less than significant and no mitigation measures were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

This increase in residential units proposed would increase the residential population within the Specific Plan Area. Since the Specific Plan was originally adopted, it has been amended to allow the development of up to 3,043 residential units, which was less than the specific plan amendment analyzed in Addendum 12. The proposed Specific Plan Amendment would allow the option to increase the maximum number of residential units allowed in the Specific Plan Area to 4,068 units while subsequently reducing commercial square footage allowed in the selected District.

The current City standard for total developed acres of parkland is 3.0 acres per 1,000 population, as established by the Quimby Act. Individual standards for Neighborhood and Community Parks are 1.5 acres per 1,000 population. Using this standard, with the proposed Specific Plan amendment, approximately 16 acres of Neighborhood Park space and 16 acres of Community Park land would be required.

The Specific Plan Area as developed includes approximately 23 acres of Neighborhood Park space and 30 acres of Community Park space. This amount exceeds the required park space under the City planning standards. In addition, the proposed Specific Plan Amendment would be consistent with the goals and policies of the Parks and Recreation Element Plans and Policies of the General Plan. Therefore, impacts would remain less than significant and no mitigation measures are required.

Development of residential uses in all three Districts (B, C and D) would generate the greatest increase in residents. The other development scenarios in **Table 5** would include fewer residential units and would generate fewer new residents and lower demand for parks.

3.14 SOLID WASTE MANAGEMENT

Summary of Analysis in the Final EIR and Subsequent Addendums

Site preparation and construction activities related to development of the RiverPark Specific Plan was estimated to produce approximately 52,000 cubic yards of solid waste, assuming no diversion of construction wastes. Some of this waste would be diverted at the City's Del Norte Materials Recovery Facility (MRF). This facility separates recyclables from trash, thereby reducing the waste stream entering local landfills. Given the present and expected future availability of landfill space at the Simi Valley and Toland Road Landfill, the incremental nature of solid waste generated during construction, and the recycling rate of waste at the City's MRF, no significant impacts to solid waste disposal facilities were identified from construction that would occur in the Specific Plan Area.

Approximately 15,130 tons per year of waste would be generated annually by the uses allowed by the Specific Plan. This amount would average approximately 41.5 tons per day. Based on the daily capacity of the Del Norte MRF, no significant impacts to this facility were identified. After diversion, the amount of solid waste generated by the Project for disposal in landfills was estimated at 5,145 tons per year.

In 2011, Addendum 12 analyzed a proposed amendment to the Specific Plan to allow an increase in the number of dwelling units allowed within the Specific Plan area to a maximum of 3,145 units and reduce the maximum amount of commercial development by approximately 407,000 square feet. This change resulted in an increase of the total amount of Solid waste generated by construction of the uses allowed by the Specific Plan to approximately 54,450 cubic yards. This represents a maximum increase of approximately 7,000 cubic yards as compared to the estimated construction waste calculation contained in the Final EIR.

Based on available and planned landfill capacity, this impact was determined to be less than significant, and no mitigation measures were identified in the Final EIR or subsequent addendums. No additional updates to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

Construction

Solid waste generated by construction of the uses allowed by the Specific Plan would increase with all residential option selected. The Final EIR estimated the amount of solid waste generated by construction based on 15 cubic yards of waste per residential unit, and 70 cubic yards of waste for every 20,000 square feet of commercial land use. The reduction in the amount of commercial development would reduce construction waste by 1,969 cubic yards while the increase in residential units would increase construction waste by 15,375 cubic yards as shown in **Table 15: Construction Solid Waste Generation**, resulting in an overall net increase of 13,406 cubic yards.

Given the present and expected future availability of landfill space at the Simi Valley and Toland Road Landfills, the incremental nature of solid waste generated during construction, and the recycling of waste at the MRF, capacity would remain to accept the incremental increase in solid waste generated by the proposed Specific Plan amendment. Therefore, impacts would remain less than significant and no mitigation measures are required.

The scenarios presented in **Table 5** would generate lower volumes of construction waste than implementation of the residential option in all three districts as shown in **Table 15**. As such, development of any scenario presented in the table would not generate more waste and impacts would not be significant.

Table 15
Construction Solid Waste Generation

Scenario	Commercial (cubic yards)	Residential (cubic yards)	Total
District B, C & D	0	15,375	15,375
Districts B & C	791	9,195	9,986
Districts C & D	640	10,380	11,020
Districts B & D	538	11,175	11,713
District B	1,329	4,995	6,324
District C	1,431	4,200	5,631
District D	1,177	6,180	7,357

Source: Meridian Consultants, LLC., 2021

Operation

With the residential development option selected, once developed and occupied the 1,025 additional multifamily residential units would generate 1,199 tons per year of solid waste based on the solid waste generation factor in the Final EIR²¹ while the respective decrease in commercial development would generate 3,686 tons per year of solid waste, resulting in an overall decrease of 1,695 tons per year of solid waste. This would be a reduction in the amount of solid waste generated when compared to the approved Specific Plan as evaluated in the Final EIR.²² Waste composition is expected to consist of cardboard and plastic materials used in product packaging, along with aluminum cans, glass, food wastes, and landscape green trimmings. Based on available and planned landfill capacity, impacts would remain less than significant and no mitigation measures are required.

Development of the scenarios presented in **Table 5** would include development of commercial and residential uses within Districts B, C and D. Solid waste generated by the development of any of these scenarios would be similar. Scenario C would generate the most solid waste during operation with approximately 100 tons/year more than implementing the residential development option in Districts B, C and D as shown in **Table 16: Operational Solid Waste Generation**. This is a negligible increase in solid waste and waste diversion to the City's Del Norte MRF is not included in this factor. Given the present and expected future availability of landfill space at the Simi Valley and Toland Road Landfills and the recycling of waste at the MRF, capacity would be available to accept the incremental increase in solid waste generated by the scenarios. No additional mitigation measures are needed and no further analysis is required.

21 Generation factor of 1.17 tons/year multiplied by 1,025 multifamily residential units.

22 Generation factor of 0.0024 tons/year multiplied by 1,536,000 square feet of commercial uses.

Table 16
Operational Solid Waste Generation

Scenario	Commercial (tons/year)	Residential (tons/year)	Total
District B, C & D	0	1199	1,199
Districts B & C	543	717	1,260
Districts C & D	439	810	1,248
Districts B & D	369	872	1,240
District B	911	390	1,301
District C	981	328	1,309
District D	807	482	1,289

Source: Meridian Consultants, LLC., 2021

3.15 LIBRARY SERVICES

Summary of Analysis in the Final EIR and Subsequent Addendums

The Oxnard Public Library operates three facilities and provides library services to the residents of the City. Under the adopted RiverPark Specific Plan 3,003 units are currently built and approved to date. According to the fiscal impact study conducted for the proposed Specific Plan, approximately 7,718 new residents would be generated by buildout of the RiverPark Specific Plan. This increase in residents would result in an increase in the demand for library materials and space. In 2011, Addendum 12 was processed to allow for an increase in the number of dwelling units within the Specific Plan area to allow for a maximum of 3,145 units and reduce the maximum amount of commercial development by approximately 407,000 square feet. The addendum estimated that this would result in 8,094 new residents that would be generated by buildout of the proposed amendment. This increase in residents would result in an increase in the demand for library materials and space. The City's Public Library system currently contains adequate capacity to serve the City.

District D of the Specific Plan permits the development of a storefront library facility to serve the residents in the Specific Plan Area, as well as residents throughout the City. Funding for the operation of library facilities is provided by allocations from the City's General Fund. Based on the fiscal impact study prepared by the City, revenues accrued to the City's General Fund from sales taxes, property taxes, etc., would meet the capital outlay for library service as well as fully funding all other necessary urban services required by the Specific Plan. Therefore, the increased demand for library services could be met through the allocation of revenue from the City's General Fund. As such, no significant impacts related to the provision of library services are expected as the cost to operate and maintain library services to the site would be covered by

established funding sources and no mitigation measures were identified in the Final EIR. No update to this analysis or conclusions was provided in any other subsequent addendums.

Analysis of Proposed Specific Plan Amendment

The proposed Specific Plan amendment would allow the development of an additional 1,025 multifamily residential units with an associated increase of 1,755 additional residents.²³ This increase in residents would result in an increase in the demand for library materials and space. The City's Public Library system currently contains adequate capacity to serve the City.

The adopted Specific Plan amendment permits the development of a storefront library facility to serve the residents in the Specific Plan Area, as well as residents throughout the City. Funding for the operation of library facilities is provided by allocations from the City's General Fund and impact fees for Cultural and Recreational Facilities. Revenues accrued to the City's General Fund from sales taxes, property taxes, etc., would meet the capital outlay for library service as well as fully funding all other necessary urban services required by the proposed Specific Plan amendment. Therefore, the increased demand for library services could be met through the allocation of revenue from the City's General Fund. As such, no significant impacts are expected as the cost to operate and maintain library services to the site would be covered by established funding sources. Therefore, impacts would be less than significant and no mitigation measures are required.

Development of any of the scenarios presented in **Table 5** would be subject to impact fees which would go towards the City's General Fund and provide funding for additional library services. Additionally, sales taxes, property taxes, etc., collected from the development of residential and commercial mixes would meet the capital outlay for library service as well as fully funding all other necessary urban services required by the proposed Specific Plan amendment. As such, development of any of these scenarios would not result in new or substantially more severe significant impacts.

3.16 STORMWATER DRAINAGE

Summary of Analysis in the Final EIR and Subsequent Addendums

The drainage master plan included in the RiverPark Specific Plan maintained the general drainage patterns established in the City's Master Plan of Drainage and was designed to meet and exceed the Ventura County and City drainage criteria. The RiverPark Specific Plan Area is generally flat, with gradients of less than 0.5 percent. The land generally slopes to the southwest corner of the Specific Plan Area, where the Ventura Freeway crosses the Santa Clara River. The approximately 702-acre Specific Plan Area accepts runoff from areas to the north and east of the Specific Plan Area totaling approximately 500 acres.

23 RCLCO Real Estate Consulting, Occupancy Characteristics Memorandum, October 6, 2021.

In addition to being designed to provide the capacity needed to convey storm flows from the Specific Plan Area and the off-site areas that drain into the site, the proposed drainage system was designed to provide water quality treatment of all storm flows from on- and off-site tributary areas. As the proposed drainage system provided adequate capacity for on- and off-site runoff, no significant impacts to drainage conditions in the area were identified in the RiverPark EIR.

The RiverPark drainage plan routes stormwater flows from storms in excess of a 10-year event into the reclaimed mine pits in the northern portion of the Specific Plan Area. Analysis conducted for the EIR determined that there was adequate storage capacity and freeboard available in these pits, even if groundwater levels are at historic highs. Based on this analysis, it was found that no significant flooding impact from the use of the water storage basins as drainage facilities would result.

The RiverPark Specific Plan also allows the Water Storage/Recharge Basins to be used by the UWCD for the storage of water diverted from the Santa Clara River at the UWCD Freeman Diversion Dam to recharge groundwater in the Oxnard Plain Aquifer System. UWCD plans to integrate the reclaimed mine pits into its network of facilities in the area and diverted water stored in these pits may be pumped to other existing groundwater spreading facilities or supply pipelines in the area. UWCD will have the ability to manage the level of water in the Water Storage/Recharge Basins to ensure that adequate capacity for stormflows and adequate freeboard are maintained. No significant flooding impacts, therefore, were identified from the proposed use of the reclaimed mine pits as water storage and recharge basins by UWCD.

A review of the flood protection provided by the Santa Clara River levee indicated the site was adequately protected from potential flooding impacts from the river by the levee. The Specific Plan Area is not located within a designated 100-year flood zone and no significant flooding impacts were identified and no mitigation measures were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

Substantial portions of the planned drainage system within the Specific Plan Area have been constructed. The proposed Specific Plan amendment would change the allowed uses in the central portion of the community but would not change the street or drainage system. The Specific Plan drainage system is designed to provide water quality treatment of all storm flows from on-site areas and a portion of off-site tributary areas. As the drainage system has adequate capacity for on- and off-site runoff, the change from commercial uses to high-density residential uses would also not change the drainage characteristics of the affected portions of the Specific Plan Area substantially as commercial and high-density residential uses have similar site coverage characteristics.

Flood protection from the Santa Clara River is provided by the existing Santa Clara River Levee. This levee, approximately 4.75 miles in length, consists of a stone-faced compacted earth embankment protected by stone revetment, a stone toe, and groins. Drainage inlet structures are provided through the levee to allow drainage into the river. The Ventura County Watershed Protection District is responsible for the operation and maintenance of the levee, which was originally constructed by the Army Corps of Engineers.

The Federal Emergency Management Agency (FEMA) reviews and certifies the adequacy of levees to provide flood protection as part of the process of determining flood risks and preparing Flood Insurance Rate Maps (FIRMs) under National Flood Insurance Program. In 2005, FEMA initiated a nationwide effort to verify the certification status of all levees currently identified as providing flood protection on FIRMs. As part of this process, FEMA established a two-year Provisionally Accredited Levee (PAL) designation process. This process allows local agencies two years to provide FEMA with a levee certification report providing technical documentation confirming the levee meets FEMA levee certification standards. The Santa Clara River Levee was provisionally accredited under this program.

The Ventura County Watershed Protection District completed an evaluation report on the Santa Clara River Levee in February 2009. This report concluded the levee may meet FEMA certification standards, but additional data or documentation were required.

The Ventura County Watershed Protection District has completed studies for improvements to the levee and an Interim Risk Reduction Measures Plan to manage potential flooding risks until improvements to the levee are funded and completed.

The current FEMA Flood Insurance Rate Map (FIRM) that includes RiverPark shows portion of RiverPark are located in Flood Zone X, which is an area of reduced or residual flood risk due to protection from a levee. Planning Area B is within Flood Zone X. Planning Areas C and D are not located in this zone.

A Conditional Letter of Map Revision (CLOMR) is currently being processed with FEMA for the Village (Wagon Wheel) Specific Plan project located across the Ventura Freeway from RiverPark. The hydrology modeling completed for this CLOMR indicates that the future base flood elevation on the riverine side of the Santa Clara River levee that would affect Planning Area B is between 76.8 feet on the southern edge of this planning area to 77.6 feet in the central portion of this planning area. The elevation of the Santa Clara River Levee in this area is approximately 80 feet, sufficient in height to provide adequate flood control protection for Planning Area B. Planning Area B is also potentially subject to floodwater from south of the freeway on Ventura Road. Construction of the finished floor of any residential buildings above 78.8 feet on the southern edge of this planning area to 79.6 feet in the central portion of this planning area will avoid any potential flood risks. As individual development projects are proposed over time, potential flooding issues will be addressed based on the best available flood hazard information available at the time of submittal.

No new significant or substantial increase in the severity of flood impacts would result from the Specific Plan Amendment, which would permit the additional multifamily residential development in option Planning Areas B, C and D and no mitigation measures are required.

As stated above, the existing drainage system within the Specific Plan Area has adequate capacity for on- and off-site runoff. Development of any of the scenarios in **Table 5** would have similar site coverage characteristics. Districts C and D, as stated above, are not located within an area of reduced or residual flood risk.

3.17 WATER SUPPLY AND DISTRIBUTION

Summary of Analysis in the Final EIR and Subsequent Addendums

The City's water supply consists of imported surface water and local groundwater sources. The City blends the water from these two sources to achieve a balance between water quality, quantity, and cost. The water demand for the uses allowed by the RiverPark Specific Plan was developed based on the water consumption factors outlined in the City's Urban Water Management Plan and historical city data. If all uses permitted by the RiverPark Specific Plan as originally adopted are built at the maximum allowed intensity, approximately 1,835 afy of water will be needed. Under the RiverPark Specific Plan as currently adopted 1,492 afy of water will be needed.

Individual building projects within the Specific Plan Area would be required to meet standard requirements of the City, the State, and the Uniform Building Code. These requirements act to conserve potable water, ensure adequate water flow, and pay for the construction of improvements to the water distribution system as outlined in the City's Water System Master Plan. The overall demand would build over time as individual building projects within the Specific Plan Area are developed.

A Water Supply Assessment (WSA) was prepared for the RiverPark Project and included in the Final EIR. As required by the State Water Code and CEQA, this WSA describes the City's water supplies and assessed the ability of the City to provide the water needed to serve RiverPark and meet all other projected demands over a 20-year period. These projections are required for periods when normal water supplies are available, and during single- and multiyear drought periods.

Fox Canyon Groundwater Management Agency (FCGMA) manages local extraction of groundwater from the Oxnard Aquifer System to prevent overdraft of the aquifer system in accordance with a groundwater management plan adopted in 1985. The FCGMA adopted an ordinance in 1990 that established groundwater extraction allocations for all cities using local groundwater. Unused allocations can be accumulated for use in future periods. The City has two existing allocations, one for the City's own water wells and a second allocation held in trust by the United Water Conservation District.

Under the FCGMA Ordinance, when irrigated agricultural land is converted to municipal uses, an additional groundwater allocation is transferred to the agency providing water to these uses. Since the RiverPark Specific Plan Area contained eight active water wells, the allocations for these wells were also eligible to be transferred to the City, in addition to the allocation from conversion of agricultural land. A total of 1,580 afy of groundwater allocations were available for transfer to the City. This additional supply would meet approximately 85 percent of the total estimated demand for the RiverPark Project of 1,835 afy.

In addition to local groundwater extraction, the WSA reflected the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program as part of projected future water supplies. The GREAT Program is a key component of the City's long-range water strategy to combine wastewater recycling, groundwater injection, and groundwater desalination to make more efficient use of existing local water resources to meet projected water supply needs. The WSA concluded the City would have adequate supplies to meet the needs of RiverPark and all other existing and projected needs over the next 20 years.

The proposed on-site water distribution system consists of a looped network of 12-inch water transmission lines in the major streets. The proposed water transmission system was designed to conform to all City standards and determined to be adequate to serve the proposed Specific Plan Area and no mitigation measures were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

As required by State law, the City updates its Urban Water Management Plan every 5 years. The City's current Draft 2020 UWMP, updated as of October 2021, reported the total volume of potable water distributed by the City to its service area in 2020 was approximately 25,885 acre-feet per year (afy).²⁴ The City's water supply sources continue to consist of imported water purchased from the Calleguas Municipal Water District (about 27 percent of the City water supply; 7,060 afy in 2020); groundwater from the United Water Conservation District (about 39 percent of the City supply; 10,074 afy in 2020) and groundwater pumped from City-owned wells (about 30 percent of the City supply; 7,744 afy in 2020).

Other programs within the City provide additional smaller amounts of water. These include the Advanced Water Purification Facility (AWPF), which is part of the City's wastewater treatment system and uses Reverse Osmosis technology to produce treated wastewater that can be recycled for irrigation and other uses to offset the demand for potable water. The Calleguas Municipal Water District participates in this program by conveying treated wastewater from the City AWPF to agricultural customers for irrigation in lieu of groundwater pumping. As of 2020 the AWPF has the capability to produce about 7,000 afy. This

24 City of Oxnard, Draft 2020 Urban Water Management Plan (October 2021), <https://www.oxnard.org/city-department/public-works/water/uwmp/>. Accessed December 2021.

effort is part of the City's Groundwater Recovery Enhancement and Treatment (GREAT) program. In coordination with other service providers in the region (including Pleasant Valley County Water District, Port Hueneme Water Agency, and UWCD, the GREAT program is a regional effort that will assist in aquifer restoration and in achieving the groundwater allocation restrictions imposed by the FCGWMA. Another component of the City's GREAT program is its desalinization plant, or Desalter #1. This plant treats brackish groundwater and works in conjunction with the AWPf described above and the City's groundwater injection well as part of the larger aquifer or groundwater management system. At the present time, expansion of the desalinization program to treat seawater is not considered financially feasible.

The reduction in the amount of commercial development and the increase in multifamily residential development would result in a net decrease in water demand. As shown in **Table 17: Estimated Water Demand**, the 562,000 square foot reduction in commercial development would reduce water demand by 113.4 afy, while the increase in multifamily residential development of 1,025 units would increase demand by 108.0 afy, resulting in net decrease in water demand of 5.4 afy.

Table 17
Estimated Water Demand

Scenario	Land Use		Change in Annual Commercial Demand (af)	Change in Annual Residential Demand (af)	Annual Net Change (af)
	Commercial (ksf)	Residential			
District B, C & D	-562,000	+ 1,025 units	-113.4	108.0	-5.4
Districts B & C	-336,377	+ 613	-67.8	64.6	-3.2
Districts C & D	-379,727	+ 692	-76.6	72.9	-3.7
Districts B & D	-408,810	+ 745	-82.4	78.5	-3.9
District B	-182,730	+ 333	-36.8	35.1	-1.8
District C	-153,647	+ 280	-31.0	29.5	-1.5
District D	-226,080	+ 412	-45.6	43.4	-2.2

Source: Draft 2020 Urban Water Management Plan (October 2021).

Notes: *Commercial Generation – 180 GPD/ksf; Residential Generation – 55 GPD

*Average household of 1.71 multiplied by number of residential units

*+3 AFY added to indoor water demand for outdoor landscape water demand

af = acre-feet (325,900 gallons)

Ksf = thousand square feet

As total water demand would be reduced, no new significant impacts to water supply or service will result from the proposed Specific Plan Amendment and no mitigation measures are required.

As shown in **Table 17**, development of any of the potential development scenarios would not generate a significant change in water demand and all would result in a decrease in overall water demand.

3.18 WASTEWATER SERVICE

Summary of Analysis in the Final EIR and Subsequent Addendums

A sewage collection system, consisting of roughly 300 miles of trunk sewers and 16 sewage lift stations, conveys flows from seven major sewer trunk systems in the City to the Oxnard Wastewater Treatment Plant (OWWTP), located at the southern end of the City in the Ormond Beach area. The development and operation of this sewage system is outlined in the City's Wastewater Collection System Master Plan (2001), which outlines the general location and sizing of existing and planned sewage lines in the City.

The RiverPark Project was estimated to generate approximately 780,000 gallons per day (0.78 million gallons per day [mgd]) of wastewater when fully developed. The OWWTP currently has an average dry weather flow (ADWF) capacity of 31.7 mgd and a peak wet weather flow (PWWF) capacity of 68.2 mgd. Total volume treated at the OWWTP in 2000 was 21.75 mgd, indicating there was capacity to treat an additional 9.95 mgd of wastewater. An expansion of the OWWTP, planned to coincide with the growth in the demand for treatment, would provide for treatment of an ADWF of 39.6 mgd and a PWWF of 75.4 mgd. With this expansion, adequate future capacity in the treatment plant would be provided for all projected growth in the City's Oxnard Planning Area. The Oxnard Wastewater Treatment Plant has the existing and planned capacity to treat the 0.78 mgd of additional wastewater that would be generated by the RiverPark Specific Plan. No significant impact on wastewater treatment capacity was identified.

All the proposed sewage lines within the Specific Plan Area were sized to accommodate the wastewater generated by the proposed uses. After collection in the on-site sewer system, wastewater will be conveyed in the Central Trunk Sewer to the Oxnard Wastewater Treatment Plant. The City requires individual building projects to pay the City's sewer connection fees, which provides funds to the City to make the improvements identified in the Wastewater Collection System Master Plan. In addition, the City requires individual building projects to provide adequate capacity to convey sewage to a safe point of discharge. In this manner, the existing sewage collection and conveyance system would be upgraded as necessary to accommodate sewage created by development of the land uses allowed by the RiverPark Specific Plan. No significant impacts related to wastewater collection and conveyance were identified and no mitigation measures were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

All of the proposed sewer lines within the Specific Plan Area have been sized to accommodate the wastewater generated by the uses as permitted by the Specific Plan as originally approved. Any change in development in the Specific Plan Area would require a study verifying downstream sewer capacity is adequate to serve sewer discharge demands. As shown in **Table 18: Estimated Wastewater Generation**, the reduction in the amount of commercial development by 562,000 square feet and the increase in multifamily residential development by 1,025 units would result in a net decrease in the amount of wastewater generated by the RiverPark Specific Plan Project of approximately 4,032 gallons per day. The annual net water demand is divided by the flow rate to show estimated use per unit and is further divided to produce annual number of gallons per unit per day. This totals approximately 83 percent wastewater generated.

No new significant impacts to wastewater collection and treatment would result from the proposed Specific Plan Amendment and no mitigation measures are required.

The estimated wastewater generation rate of 83 percent can be applied to each of the scenarios presented in **Table 5**. As illustrated in **Table 18**, implementation of the residential development option in all 3 districts would have the greatest change in water demand and the other potential development scenarios would require less water.

Table 18
Estimated Wastewater Generation

Scenario	Annual Water Demand (gpd)	Wastewater Generation (gpd)
District B, C & D	-1,765,874	-4,031.68
Districts B & C	-1,055,657	-2,410
Districts C & D	-1,191,820	-2,721
Districts B & D	-1,283,176	-2,930
District B	-572,959	-1,308
District C	-481,603	-1,100
District D	-709,122	-1,619

Source: Draft 2020 Urban Water Management Plan (October 2021).

Notes: *Flow rate of 1.2 used for annual wastewater calculations – (Scenario annual water demand)/1.2/365

3.19 ENERGY

Summary of Analysis in the Final EIR and Subsequent Addendums

Natural gas and electricity are provided to all developed portions of the City, including the Specific Plan Area, by the Southern California Gas Company (SoCalGas) and Southern California Edison, respectively. The total amount of electricity needed to serve the Original Specific Plan as analyzed in the certified Final EIR was estimated at approximately 60 million kilowatt-hours (kWh) per year and approximately 65 million kilowatt-hours per year for the Specific Plan as amended in June 2012 (“Adopted Specific Plan”) and analyzed in Addendum 12. Approved facilities located in central and Southern California alone will provide approximately 3,613 additional megawatts, which is enough power to supply over 2.7 million homes. The additional electrical demand of the Project can be accommodated within the long-term source and distribution planning. In addition, individual building projects within the Specific Plan Area are required to comply with the Energy Building Regulations adopted by the California Energy Commission (Title 24 of the California Administrative Code) as mitigation against the wasteful use of energy. For these reasons, no significant impacts on electrical supply or service were identified.

Total natural gas consumption for the Original Specific Plan as analyzed in the certified Final EIR was estimated to be approximately 285.5 million cubic feet (cf) per year and approximately 290.6 million cubic feet-per year for the Specific Plan as amended in June 2012 and analyzed in Addendum 12. Available information indicated natural gas supplies to California will remain plentiful for the next several decades. The total resource base for the lower 48 states is estimated to be 975 trillion cf, enough to continue current production levels for more than 50 years. Technology enhancements will continue to enlarge the resource base; however, production capacity increases remain less certain. Despite this concern, production from lower 48 states is expected to increase from 17.1 trillion cf in 1994 to 36.1 trillion cf in 2021.²⁵

Because the RiverPark Project could be accommodated within the long-term source and distribution planning of SoCalGas, and because future uses on the Project site are required to comply with Title 24 of the California Administrative Code as mitigation against the wasteful use of energy, it was determined the Project would not result in significant impacts to natural gas service and no mitigation measures were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

²⁵ US Energy Information Administration.

Analysis of Proposed Specific Plan Amendment

To account for current energy standards, updated energy demand estimates for the land uses allowed by the Original Specific Plan and proposed Specific Plan Amendment contained in the CalEEMod air emissions modeling are used in this analysis. The 562,000 square foot reduction in the amount of commercial development and 1,025 unit increase in residential development would decrease demand compared to the land uses allowed by the Adopted Specific Plan by 796,105 kWh per year, as shown in **Table 19: Electricity Demand** and a greater decrease from the approximately 65 million kilowatt-hours per year estimate in Addendum 12 for the Adopted Specific Plan. This represents a decrease of 1.6 percent from the 50,904,039 kWh per year electrical demand estimate for the Project under the adopted Specific Plan.

Table 19
Electricity Demand

Scenario	Quantity (kWh/year)
Adopted Specific Plan ^a	50,904,039
Proposed Specific Plan Amendment ^a	50,107,934
Difference from Adopted Specific Plan	-796,105

kWh = kilowatt-hours

^a Energy calculations are provided in **Appendix C**.

This decrease in electrical demand can be accommodated by Southern California Edison. In addition, individual building projects within the Specific Plan Area would be required to comply with the Energy Building Regulations adopted by the California Energy Commission (Title 24 of the California Administrative Code), which have been upgraded since preparation of the Final EIR. For these reasons, no new significant impacts on electrical supply or service will result from the Specific Plan Amendment as proposed.

The 562,000 square foot reduction in the amount of commercial development and 1,025 unit increase in residential development with the residential development option chosen would incrementally increase annual natural gas demand compared to the Adopted Specific Plan by 14,798,510 cf per year, as shown in **Table 20: Natural Gas Demand**.

This represents an incremental increase of 20.1 percent from the 73.5 million cubic feet (mcf) per year natural gas demand estimate for land uses allowed by the Adopted Specific Plan. Overall, natural gas demand would be much less than identified in the Final EIR and Addendum 12 as a result of increased efficiency due to changes in energy efficiency standards. The proposed land uses in the Specific Plan Area

would be within the service capacity of SoCalGas which is anticipated to have an available capacity of approximately 3,225 mcf of natural gas per day (or 1,177,125 mcf per year) in 2028, which is assumed as the year the Specific Plan would build out.²⁶ Furthermore, the future uses on the Project site would be required to comply with Title 24 of the California Administrative Code. As such, no new significant impacts to natural gas service would result and no mitigation measures are required.

Table 20
Natural Gas Demand

Scenario	Quantity (cf/year)
Adopted Specific Plan ^a	73,492,310
Proposed Specific Plan Amendment ^a	88,290,820
Difference from Adopted Specific Plan	14,798,510

^acf = cubic feet

^aEnergy calculations are provided in **Appendix C**.

Development of the proposed scenarios presented in **Table 5** would consist of include commercial and residential development in Districts (B, C and D). All three districts are currently designated for commercial and some residential uses. Future projects within the Specific Plan Area in Districts B, C and D would be within the long-term source and distribution planning of SoCal Gas and individual building projects within the Specific Plan Area are required to comply with the Energy Building Regulations adopted by the California Energy Commission (Title 24 of the California Administrative Code) as mitigation against the wasteful use of energy.

3.20 CULTURAL RESOURCES

Summary of Analysis in the Final EIR and Subsequent Addendums

Archeological and historic resource surveys of the Specific Plan Area were completed. The archeological survey included a records search and a field survey. No sites of any kind had been previously recorded within the study area or adjacent properties, and no new sites were discovered during the Phase I survey. A low-density, mixed scatter of historical debris, possibly dating between 1879 and 1884, was found southeast of Myrtle Street (now named Riverpark Boulevard) and El Rio Drive. This was an open lot in a disturbed state as a result of the demolition of structures that had been present on this parcel.

²⁶ California Gas and Electric Utilities, *2020 California Gas Report*, Accessed December 2021, https://www.socalgas.com/sites/default/files/202010/2020_California_Gas_Report_Joint_Utility_Biennial_Comprehensive_Filing.pdf.

Development of the proposed Project would result in grading and earthwork at this location that had the potential to impact a potential historical deposit.

All existing structures within the Specific Plan Area were reviewed for possible historical significance. The historic resource study identified 33 existing buildings and structures on the Project site that would be demolished. Eighteen of these buildings, including 16 buildings in the Ventura County El Rio Maintenance Yard, and an existing home and a commercial showroom building on El Rio Drive, were determined not to be eligible as historic resources as defined by the CEQA because they were not 50 or more years of age. Three other residential structures and the buildings on the mine site were surveyed and researched to determine whether any of these structures were historically significant. This research found that five of the existing buildings on the mine site, including an office building, garage, and three metal storage buildings, are of sufficient age to be potential historic resources. In this case, these five buildings and structures were associated with an industry that has made a significant contribution to the physical development of Ventura County through the construction of roads, bases, airfields, and buildings. While these existing structures are not eligible for listing on the national or State registers of historical resources, they were identified as potentially eligible for listing as Ventura County Landmarks, a designation that has no integrity criteria. For this reason, these five structures were identified as having local historical significance, and demolition was identified as a significant impact.

Mitigation measures were identified to mitigate all potential impacts to archeological resources to a less than significant level. Historic documentation of the buildings on the mine site prior to demolition was determined to mitigate this impact to the fullest extent feasible. As this mitigation would not mitigate this impact to a less than significant level, the loss of these structures was identified as an unavoidable significant impact of the Project and no update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

Mass grading of the Specific Plan Area has been completed and all mitigation measures related to cultural resources have been implemented. Any additional ground disturbances would be subject to the mitigation measures identified in the Final EIR. The proposed change in land uses in portions of the Specific Plan Area will not, therefore, result in any new or substantially more severe impacts to cultural resources and no revised mitigation measures are required.

Development within Districts B, C and D with any of the scenarios in **Table 5** would be subject to the mitigation measures identified in the Final EIR. As such, the combinations of residential and commercial development would not create significant impacts to cultural resources and no further analysis is required.

3.21 HAZARDS

Summary of Analysis in the Final EIR and Subsequent Addendums

A series of Phase I and Phase II Environmental Site Assessment (ESA) reports were prepared for the properties included in the proposed Specific Plan Area to determine the potential for impacts related to the presence and use of hazardous materials by existing and historical uses within and around the Specific Plan Area. These risks are primarily associated with the potential for on-site hazards from abandoned oil wells, storage of materials categorized as hazardous under existing regulations, underground and aboveground storage tanks, and the operations of facilities historically located within the boundaries of the proposed Specific Plan Area.

Analysis of soils in the agricultural portions of the Specific Plan Area determined that no significant concentrations of herbicides or pesticides are present in the soils. These studies determined that the Specific Plan Area contained several abandoned oil wells that may need to be re-abandoned to current standards. In addition, the existing buildings on the site that would be demolished were of sufficient age to contain asbestos building materials and lead paint. Demolition of these structures in conformance with existing regulations would mitigate any potential impacts. Mitigation measures were identified in the Final EIR to mitigate all potentially significant hazardous impacts to a less than significant level and no unavoidable significant hazardous impacts were identified in the Final EIR. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

As noted above, the hazards potentially located within the boundaries of the Specific Plan Area are primarily associated with the potential for on-site hazards from abandoned oil wells, storage of materials categorized as hazardous under existing regulations, underground and aboveground storage tanks, and the operations of facilities historically located on the site. The proposed Specific Plan amendment would not place people or structures within areas not previously analyzed in the Final EIR. In addition, no new types of land uses are proposed by the amendment. The mitigation measures identified in the Final EIR are applicable, and no new or substantially more severe hazardous material impacts would occur as a result of the proposed Specific Plan Amendment and no revised mitigation measures are required.

Development of any of the scenarios identified in **Table 5** would be subject to the mitigation measures subject to hazardous materials as stated in the Final EIR which would mitigate all potentially significant hazardous impacts to less than significant.

3.22 WILDFIRE

This topic was not on the CEQA initial study checklist when the Certified Final EIR was prepared, and for this reason, no analysis was included in the Certified Final EIR. Analysis of the currently adopted Specific Plan is provided below to serve as comparative analysis.

Analysis of Adopted Specific Plan

The Specific Plan Area is located within an area designated as a low wildland fire hazard area, therefore no significant risks from wildland fires are anticipated.²⁷ The Specific Plan Area is surrounded by urban development toward the south, east, and northwest. The Santa Clara River lies directly to the west, separated from the Specific Plan Area by an existing levee. North of the Specific Plan Area mine pits, industrial uses, and a detention center.

The developed areas around the Specific Plan Area would mitigate potential wildfire risk. A change in elevation provided by the Santa Clara River west of the Specific Plan Area would act as a natural a buffer from potential wildfire risk. The river contains moderate amounts of native riparian vegetation dispersed along braided river channels which would not pose a significant fire risk. Mine pits and industrial uses would not pose any potential wildfire risks to the Specific Plan Area. The proposed change in land uses in portions of the Specific Plan Area will not, therefore, result in any new or substantially more severe impacts to wildfire and no mitigation measures are required.

Analysis of Proposed Specific Plan Amendment

As noted above, the Specific Plan Area is not located in an area where significant risks from wildland fires are anticipated. The proposed Specific Plan amendment would not place people or structures within areas not previously analyzed in the Final EIR. In addition, no new types of land uses are proposed by the amendment. No new or substantially more severe wildfire impacts would occur as a result of the proposed Specific Plan Amendment and no additional mitigation measures are required. No update to this analysis or conclusions was provided in any subsequent addendums.

Development of any of the commercial and residential use options identified in **Table 5** would involve development of sites in low wildland fire hazard areas. As such, any combination of commercial and residential development in Districts B, C, and D would result in less than significant wildfire impacts.

27 Fire Hazard Severity Zones in SRA – Ventura County, Cal Fire, November 7, 2007, https://osfm.fire.ca.gov/media/6848/fhszs_map56.pdf. Accessed December 2021.

3.23 TRIBAL CULTURAL RESOURCES

This topic was not on the CEQA initial study checklist when the Certified Final EIR was prepared, and for this reason, no analysis was included in the Certified Final EIR. Analysis of the currently adopted Specific Plan is provided below to serve as comparative analysis.

Analysis of Adopted Specific Plan

As discussed above under Section 3.20: Cultural Resources, archeological resource surveys of the Specific Plan Area were completed. No new sites were discovered during the Phase I survey and no sites of any kind had been previously recorded within the study area or adjacent properties. However, a low density, mixed scatter of historical debris, possibly dating between 1879 and 1884, was found in the southeastern extreme of the study area, southeast of Myrtle Street (now named RiverPark Boulevard) and El Rio Drive. This was an open lot in a disturbed state as a result of the demolition of structures that had been present on this parcel. Development of the proposed Project would result in grading and earthwork at this location that had the potential to impact a potential historical deposit.

This area lacked historical remains in sufficient quantity and with adequate integrity to warrant the recording of historical site; however, it is possible that a buried archaeological deposit may have been present at this location. Development of the proposed Project would result in grading and earthwork at this location that may have impacted a potential archaeological deposit. Mitigation measures were identified in the Final EIR to mitigate all potentially significant impacts to cultural resources to a less than significant level and no unavoidable significant impacts to cultural resources were identified in the Final EIR. These mitigation measures would also apply to tribal cultural resources. No update to this analysis or conclusions was provided in any subsequent addendums.

Analysis of Proposed Specific Plan Amendment

As discussed above under Section 3.20: Cultural Resources, mass grading of the Specific Plan Area has been completed and all mitigation measures related to cultural resources that have been implemented would apply to any tribal cultural resources. The proposed change in land uses in portions of the Specific Plan Area will not, therefore, result in any new or substantially more severe impacts to tribal cultural resources and no revised mitigation measures are required.

Development within Districts B, C and D would be subject to the mitigation measures identified in the Final EIR. For this reason, any combination of commercial and residential development in Districts B, C, and D would result in less than significant impacts.



APPENDIX A

Traffic Impact Analysis



MEMORANDUM

TO: Ann Walsh, Shea Properties

FROM: Sean Mohn, Casey Le, P.E., and Janet Ye, EIT

DATE: December 2, 2021

RE: Traffic Impact Assessment for the
Proposed Oxnard RiverPark Specific Plan Amendment 2021
Oxnard, California

Ref: J1031c

The RiverPark Specific Plan, as originally adopted and analyzed in the City of Oxnard's (City) certified Final Environmental Impact Report (EIR) for the RiverPark Project, allowed the development of up to 2,805 residential units and 2.485 million square feet of commercial development (Original RiverPark Specific Plan).

Since the certification of this Final EIR, a series of amendments to the Original RiverPark Specific Plan have been approved and adopted by the City. Addendum 12 to the RiverPark Final EIR evaluated the latest amendment to the Original RiverPark Specific Plan involving changes to the land use program. With approval of this amendment in June 2012, the Adopted RiverPark Specific Plan allows the development of up to 3,043 residential units and 2.089 million square feet of commercial uses.

An amendment is currently proposed that would allow the option of developing additional residential units in three of the commercial/mixed-planning districts within the Adopted RiverPark Specific Plan. This proposed amendment would increase the amount residential units allowed to 4.068 units and decrease the amount of commercial development permitted to 1.536 million square feet.

Gibson Transportation Consulting, Inc. (GTC) conducted a traffic impact assessment to determine whether any new significant traffic impacts or substantial increases in the severity of previously identified significant impacts in the City's certified Final EIR for the Original RiverPark Specific Plan would result from the currently proposed amendment to the Adopted RiverPark Specific Plan. This memorandum summarizes the results of the assessment.

PROJECT DESCRIPTION

The Oxnard RiverPark Specific Plan established a series of planning districts for the purposes of regulating land uses within the Specific Plan area.

The program of land uses allowed by the Original RiverPark Specific Plan as evaluated in the certified Final EIR and the proposed Oxnard RiverPark Specific Plan Amendment 2021 and the proposed Oxnard Riverpark Specific Plan Amendment 2021 are detailed below.

Original Oxnard RiverPark Specific Plan

Planning Districts A, B, & C

- 440 Apartments
- 360,000 square feet (sf) of Retail (Regional Commercial)
- 320 Hotel Rooms
- 421,000 sf of Office

Planning District D – The Collection

- 300 Apartments
- 1,129,000 sf of Retail (Regional Commercial)
- Park (3.5 acres)

Planning District E

- 40,000 sf of Retail (Regional Commercial)
- 8,000 sf of Light Industrial

Planning District F

- 328 Multi-Family Residential Units
- 140 Apartments
- 5,000 sf of Retail (Neighborhood Commercial)
- Park (10.1 acres)

Planning District G

- Elementary School (538 Students)
- 415 Multi-Family Residential Units
- 15,000 sf of Retail (Neighborhood Commercial)
- Park (2.8 acres)

Planning District H

- 460 Single-Family Residential Units
- Park (3.3 acres)

Planning District I

- 159 Single-Family Residential Units
- 318 Multi-Family Residential Units
- 10,000 sf of Retail (Neighborhood Commercial)
- Park (13.8 acres)

Planning District J

- 130 Single-Family Residential Units
- 28 Multi-Family Residential Units
- 10,000 sf of Retail (Neighborhood Commercial)
- Elementary/Middle School (1,145 Students)
- Park (10.0 acres)

Planning Districts K, L, M

- 74 Single-Family Residential Units
- 13 Multi-Family Residential Units
- 5,000 sf of Retail (Neighborhood Commercial)
- Fire Station (19,000 sf)
- Open Space (226.0 acres)

Proposed Oxnard Riverpark Specific Plan Amendment 2021

Planning Districts A, B, & C

- 1,053 Apartments
- 75,267 sf of Retail (Regional Commercial)
- 320 Hotel Rooms
- 421,000 sf of Office

Planning District D – The Collection

- 924 Apartments
- 812,060 sf of Retail (Regional Commercial)
Park (3.5 acres)

Planning District E

- 46,000 sf of Retail (Regional Commercial)
- 8,000 sf of Light Industrial

Planning District F

- 328 Multi-Family Residential Units
- 140 Apartments
- 5,000 sf of Retail (Neighborhood Commercial)
- Park (10.1 acres)

Planning District G

- Elementary School (538 Students)
- 415 Multi-Family Residential Units
- 15,000 sf of Retail (Neighborhood Commercial)
- Park (2.8 acres)

Planning District H

- 486 Single-Family Residential Units
- Park (3.3 acres)

Planning District I

- 159 Single-Family Residential Units
- 318 Multi-Family Residential Units
- 10,000 sf of Retail (Neighborhood Commercial)
- Park (13.8 acres)

Planning District J

- 130 Single-Family Residential Units
- 28 Multi-Family Residential Units
- 10,000 sf of Retail (Neighborhood Commercial)
- Elementary/Middle School (1,145 Students)
- Park (10.0 acres)

Planning Districts K, L, M

- 74 Single-Family Residential Units
- 13 Multi-Family Residential Units
- 5,000 sf of Retail (Neighborhood Commercial)
- Fire Station (19,000 sf)
- Open Space (226.0 acres)

TRAFFIC IMPACT ANALYSIS

To determine whether any new significant traffic impacts or substantial increases in the severity of previously identified significant impacts in the City's certified Final EIR for the Original RiverPark Specific Plan would result at any of the 30 study intersections evaluated in the Final EIR based on the proposed land use program revisions and the future Year 2030 intersection level of service (LOS) results documented in *Traffic Analysis for Oxnard Riverpark Specific Plan Amendment* for the Adopted Oxnard RiverPark Specific Plan, GTC conducted a comparative analysis of the Original Oxnard RiverPark Specific Plan land use program and the proposed Oxnard RiverPark Specific Plan Amendment 2021 land use program trip generation estimates.

Trip Generation Analysis

For the purposes of this analysis, the number of vehicle trips expected to be generated by each land use land use program were estimated based on the rates utilized within the Oxnard Traffic Model and/or the rates published in *Trip Generation, 10th Edition* (Institute of Transportation Engineers, 2017).

As detailed in Table 1, as analyzed in the Final EIR, the Original Oxnard RiverPark Specific Plan land use program would result in the following:

- 82,366 Daily Trips
- 4,710 AM Peak Hour Trips
- 7,749 PM Peak Hour Trips

As detailed in Table 2, the proposed Oxnard RiverPark Specific Plan Amendment 2021 land use program would result in the following:

- 73,057 Daily Trips
- 4,932 AM Peak Hour Trips
- 6,987 PM Peak Hour Trips

Based on the trip generation estimates detailed above, when compared to the Original Oxnard RiverPark Specific Plan land use program, as analyzed in the certified Final EIR, the proposed Oxnard RiverPark Specific Plan Amendment 2021 land use program would result in a reduction of 9,309 daily trips (approximately 11.3%) and 762 PM peak hour trips (approximately 9.8%), which is substantial, and an incremental increase of 222 AM peak hour trips (approximately 4.7%), which is effectively negligible from an analysis standpoint when considering the size of the study area and the resulting distribution of those trips across the 30 study intersections evaluated in the Final EIR.

Intersection Operating Conditions Analysis

As previously discussed, when compared to the Original Oxnard RiverPark Specific Plan, the proposed Oxnard RiverPark Specific Plan Amendment 2021 land use program would result in significant daily and PM peak hour trip reductions, and an incremental AM peak hour trip increase of approximately 4.7%.

Based on the future Year 2030 intersection LOS results documented in *Traffic Analysis for Oxnard Riverpark Specific Plan Amendment* for the Original Oxnard RiverPark Specific Plan and detailed in Table 3, it is readily apparent that the proposed Oxnard RiverPark Specific Plan Amendment 2021 would not generate any new significant traffic impacts or substantially increase already identified significant impacts beyond those previously identified in the Final EIR, as the amount of additional trips required to yield those results is far in excess of the 4.7% increase associated with the AM peak hour trip generation estimates.

For comparative purposes, and in consultation with City of Oxnard staff, GTC also conducted an intersection LOS analysis at seven of the 30 study intersections evaluated in the Final EIR for Year 2019 conditions based on Year 2019 traffic volumes and intersection lane configurations. The peak hour intersection turning movement volumes, which were collected at each of the seven key intersections in September 2019, are provided in Attachment A.

As detailed in Table 3, the LOS results for all seven intersections are within the acceptable range (LOS C or better) based on City of Oxnard criteria and are generally consistent with the intersection LOS conditions forecasted in *Traffic Analysis for Oxnard Riverpark Specific Plan Amendment*, which further supports the assertion that analysis assumptions therein are still accurate and the conclusions are still valid. The LOS analysis worksheets are provided in Attachment B.

CONCLUSION

Based on the analysis results detailed above, it is our professional opinion that the proposed Oxnard RiverPark Specific Plan Amendment 2021 land use program would not generate any new significant traffic impacts or substantially increase already identified significant impacts beyond those previously identified in the Final EIR. Furthermore, based on the substantial daily and PM peak hour trip reductions, the proposed land use program would be significantly less impactful than the Original Oxnard RiverPark Specific Plan land use program, as analyzed in the certified Final EIR.

TABLE 1
TRIP GENERATION ESTIMATES - ORIGINAL OXNARD RIVERPARK SPECIFIC PLAN

TRIP GENERATION RATES										
Source (Oxnard Traffic Model)	Land Use No.	Land Use Description	Rate	Daily	Morning Peak Hour			Afternoon Peak Hour		
					In	Out	Total	In	Out	Total
ITE (Single-Family Detached Housing)	1	Single-Family Residential	du	9.57	25%	75%	0.75	63%	37%	1.01
SANDAG (Condominium)	2	Multi-Family Residential	du	8.00	25%	75%	0.67	58%	42%	0.78
ITE (Apartment)	3	Apartment	du	6.72	20%	80%	0.51	65%	35%	0.62
ITE (Shopping Center)	7	Neighborhood Commercial	ksf	60.00	61%	39%	1.44	48%	52%	5.23
ITE (Shopping Center)	9	Regional Commercial	ksf	30.00	61%	39%	0.72	48%	52%	2.61
ITE (Hotel)	11	Motel/Hotel	rooms	8.17	61%	39%	0.56	53%	47%	0.59
ITE (100 TSF General Office Building)	12	Office	ksf	13.50	88%	12%	1.89	17%	83%	1.82
SANDAG (Government Office)	13	Government Office	ksf	30.00	90%	10%	2.70	30%	70%	3.60
SANDAG (Avg. of Industrial Park & Warehousing)	16	Light/General Industrial	ksf	6.50	76%	24%	0.76	29%	71%	0.86
ITE (Elementary School)	19	Elementary/Middle School	student	1.29	55%	45%	0.42	47%	53%	0.15
ITE (County Park)	26	Park	acre	2.28	100%	0%	0.01	33%	67%	0.06
Not Applicable	36	Open Space	acre	0.00	0%	0%	0.00	0%	0%	0.00

TRIP GENERATION ESTIMATES												
Planning District	TAZ No.	Land Use No.	Land Use Description	Size	Daily	Morning Peak Hour			Afternoon Peak Hour			
						In	Out	Total	In	Out	Total	
A, B, C	229	3	Apartment	440 du	2,957	44	180	224	176	97	273	
		9	Regional Commercial	360 ksf	10,800	158	101	259	450	490	940	
		11	Hotel	320 rooms	2,614	109	70	179	99	90	189	
		12	Office	421 ksf	5,684	699	97	796	131	636	767	
		SUBTOTAL - [A, B, C]				22,055	1,010	448	1,458	856	1,313	2,169
D	259	3	Apartment	300 du	2,016	30	123	153	120	66	186	
		9	Regional Commercial	1,129 ksf	33,870	497	316	813	1,411	1,535	2,946	
		26	Park	3.5 acre	8	0	0	0	0	0	0	
		SUBTOTAL - [D]				35,894	527	439	966	1,531	1,601	3,132
E	260	9	Regional Commercial	40 ksf	1,200	18	11	29	50	54	104	
		16	Light/General Industrial	8 ksf	52	5	1	6	2	5	7	
		SUBTOTAL - [E]				1,252	23	12	35	52	59	111
F	258	2	Multi-Family Residential	328 du	2,624	56	164	220	148	108	256	
		3	Apartment	140 du	941	14	57	71	56	31	87	
		7	Neighborhood Commercial	5 ksf	300	4	3	7	13	13	26	
		26	Park	10.1 acre	23	0	0	0	0	1	1	
		SUBTOTAL - [F]				3,888	74	224	298	217	153	370
G	261	19	Elementary School	538 students	694	124	102	226	38	43	81	
		SUBTOTAL - [G]				694	124	102	226	38	43	81
G	262	2	Multi-Family Residential	415 ksf	3,320	71	208	279	187	137	324	
		7	Neighborhood Commercial	15.00 ksf	900	13	8	21	38	41	79	
		26	Park	2.8 acre	6	0	0	0	0	0	0	
		SUBTOTAL - [G]				4,226	84	216	300	225	178	403
H	265	1	Single-Family Residential	460 du	4,402	87	258	345	294	170	464	
		26	Park	3.3 acre	8	0	0	0	0	0	0	
		SUBTOTAL - [H]				4,410	87	258	345	294	170	464
I	264	1	Single-Family Residential	159 du	1,522	30	89	119	101	60	161	
		2	Multi-Family Residential	318 du	2,544	54	159	213	144	104	248	
		7	Neighborhood Commercial	10 ksf	600	9	6	15	25	27	52	
		26	Park	13.8 acre	31	0	0	0	0	1	1	
		SUBTOTAL - [I]				4,697	93	254	347	270	192	462
J	263	1	Single-Family Residential	130 du	1,244	25	73	98	83	48	131	
		2	Multi-Family Residential	28 du	224	5	14	19	13	9	22	
		7	Neighborhood Commercial	10 ksf	600	9	6	15	25	27	52	
		19	Elementary/Middle School	1,145 students	1,477	263	218	481	80	92	172	
		26	Park	10 acre	23	0	0	0	0	0	0	
		SUBTOTAL - [J]				3,568	302	311	613	201	176	377
K, L, M	266	1	Single-Family Residential	74 du	708	14	41	55	47	28	75	
		2	Multi-Family Residential	13 du	104	2	7	9	6	4	10	
		7	Neighborhood Commercial	5 ksf	300	4	3	7	13	14	27	
		13	Fire Station	19 ksf	570	46	5	51	21	47	68	
		36	Open Space	226 acre	0	0	0	0	0	0	0	
		SUBTOTAL - [K, L, M]				1,682	66	56	122	87	93	180
TOTAL - PROPOSED PROJECT TRIPS					82,366	2,390	2,320	4,710	3,771	3,978	7,749	

Notes:
du=dwelling unit
ksf = 1,000 square feet

TABLE 2
TRIP GENERATION ESTIMATES - OXNARD RIVERPARK SPECIFIC PLAN AMENDMENT 2021

TRIP GENERATION RATES										
Source (Oxnard Traffic Model)	Land Use No.	Land Use Description	Rate	Daily	Morning Peak Hour			Afternoon Peak Hour		
					In	Out	Total	In	Out	Total
ITE (Single-Family Detached Housing)	1	Single-Family Residential	du	9.57	25%	75%	0.75	63%	37%	1.01
SANDAG (Condominium)	2	Multi-Family Residential	du	8.00	25%	75%	0.67	58%	42%	0.78
ITE (Apartment)	3	Apartment	du	6.72	20%	80%	0.51	65%	35%	0.62
ITE (Shopping Center)	7	Neighborhood Commercial	ksf	60.00	61%	39%	1.44	48%	52%	5.23
ITE (Shopping Center)	9	Regional Commercial	ksf	30.00	61%	39%	0.72	48%	52%	2.61
ITE (Hotel)	11	Motel/Hotel	rooms	8.17	61%	39%	0.56	53%	47%	0.59
ITE (100 TSF General Office Building)	12	Office	ksf	13.50	88%	12%	1.89	17%	83%	1.82
SANDAG (Government Office)	13	Government Office	ksf	30.00	90%	10%	2.70	30%	70%	3.60
SANDAG (Avg. of Industrial Park & Warehousing)	16	Light/General Industrial	ksf	6.50	76%	24%	0.76	29%	71%	0.86
ITE (Elementary School)	19	Elementary/Middle School	student	1.29	55%	45%	0.42	47%	53%	0.15
ITE (County Park)	26	Park	acre	2.28	100%	0%	0.01	33%	67%	0.06
Not Applicable	36	Open Space	acre	0.00	0%	0%	0.00	0%	0%	0.00

TRIP GENERATION ESTIMATES												
Planning District	TAZ No.	Land Use No.	Land Use Description	Size	Daily	Morning Peak Hour			Afternoon Peak Hour			
						In	Out	Total	In	Out	Total	
A, B, C	229	3	Apartment	1,053 du	7,076	107	430	537	424	229	653	
		9	Regional Commercial	75,267 ksf	2,258	33	21	54	94	102	196	
		11	Hotel	320 rooms	2,614	109	70	179	100	89	189	
		12	Office	421,000 ksf	5,684	700	96	796	131	636	767	
		SUBTOTAL - [A, B, C]				17,632	949	617	1,566	749	1,056	1,805
D	259	3	Apartment	924 du	6,209	94	377	471	372	201	573	
		9	Regional Commercial	812,060 ksf	24,362	357	228	585	1,017	1,102	2,119	
		26	Park	3.5 acre	8	0	0	0	0	0	0	
		SUBTOTAL - [D]				30,579	451	605	1,056	1,389	1,303	2,692
E	260	9	Regional Commercial	46,000 ksf	1,380	20	13	33	58	62	120	
		16	Light/General Industrial	8 ksf	52	5	1	6	2	5	7	
		SUBTOTAL - [E]				1,432	25	14	39	60	67	127
F	258	2	Multi-Family Residential	328 du	2,624	55	165	220	148	108	256	
		3	Apartment	140 du	941	14	57	71	57	30	87	
		7	Neighborhood Commercial	5 ksf	300	4	3	7	12	14	26	
		26	Park	10.1 acre	23	0	0	0	0	1	1	
		SUBTOTAL - [F]				3,888	73	225	298	217	153	370
G	261	19	Elementary School	538 students	694	124	102	226	38	43	81	
		SUBTOTAL - [G]				694	124	102	226	38	43	81
G	262	2	Multi-Family Residential	415 ksf	3,320	70	208	278	188	136	324	
		7	Neighborhood Commercial	15.00 ksf	900	13	8	21	38	41	79	
		26	Park	2.8 acre	6	0	0	0	0	0	0	
		SUBTOTAL - [G]				4,226	83	216	299	226	177	403
H	265	1	Single-Family Residential	486 du	4,651	92	273	365	309	181	490	
		26	Park	3.3 acre	8	0	0	0	0	0	0	
		SUBTOTAL - [H]				4,659	92	273	365	309	181	490
I	264	1	Single-Family Residential	159 du	1,522	30	89	119	101	60	161	
		2	Multi-Family Residential	318 du	2,544	54	159	213	144	104	248	
		7	Neighborhood Commercial	10 ksf	600	9	6	15	25	27	52	
		26	Park	13.8 acre	31	0	0	0	0	1	1	
		SUBTOTAL - [I]				4,697	93	254	347	270	192	462
J	263	1	Single-Family Residential	130 du	1,244	25	73	98	83	48	131	
		2	Multi-Family Residential	28 du	224	5	14	19	13	9	22	
		7	Neighborhood Commercial	10 ksf	600	9	6	15	25	27	52	
		19	Elementary/Middle School	1,145 students	1,477	265	216	481	80	92	172	
		26	Park	10 acre	23	0	0	0	0	0	0	
		SUBTOTAL - [J]				3,568	304	309	613	201	176	377
K, L, M	266	1	Single-Family Residential	74 du	708	14	42	56	47	28	75	
		2	Multi-Family Residential	13 du	104	2	7	9	6	4	10	
		7	Neighborhood Commercial	5 ksf	300	4	3	7	13	14	27	
		13	Fire Station	19 ksf	570	46	5	51	21	47	68	
		36	Open Space	226 acre	0	0	0	0	0	0	0	
		SUBTOTAL - [K, L, M]				1,682	66	57	123	87	93	180
TOTAL - PROPOSED PROJECT TRIPS					73,057	2,260	2,672	4,932	3,546	3,441	6,987	

Notes:
du=dwelling unit
ksf = 1,000 square feet

**TABLE 3
INTERSECTION OPERATING CONDITIONS - COMPARATIVE ANALYSIS
SIGNALIZED INTERSECTIONS**

No	Intersection	Peak Hour	Year 2019 Conditions ^[a]		Year 2030 ^[b]		Year 2030 with Original Oxnard Riverpark Specific Plan ^[b]		Year 2030 with Original Oxnard Riverpark Specific Plan PLUS Mitigation ^[b]	
			V/C or Delay ^[c]	LOS	V/C	LOS	V/C	LOS	V/C	LOS
1.	Los Angeles Avenue & Vineyard Avenue	AM PM			0.682 0.642	B B	0.705 0.766	C C		
2.	Central Avenue & Vineyard Avenue	AM PM			0.501 0.412	A A	0.553 0.517	A A		
3.	Thames River Boulevard/Simon Way Vineyard Avenue	AM PM			0.412 0.446	A A	0.578 0.703	A C		
4.	Oxnard Boulevard & Forest Park Boulevard	AM PM			0.081 0.088	A A	0.466 0.589	A A		
5.	Garonne Street/Riverpark Boulevard & Forest Park Boulevard	AM PM			0.108 0.098	A A	0.484 0.602	A B		
6.	Vineyard Avenue & Forest Park Boulevard	AM PM			0.386 0.376	A A	0.709 0.786	C C		
7.	Vineyard Avenue & Stroube Street	AM PM			0.454 0.526	A A	0.503 0.559	A A		
8.	Ventura Road & Town Center Drive	AM PM	0.51 0.53	A A	0.104 0.226	A A	0.439 0.528	A A		
9.	Oxnard Boulevard & Town Center Drive	AM PM	0.66 0.56	B A	0.491 0.488	A A	0.389 0.561	A A		
10.	Vineyard Avenue & Riverpark Boulevard/Ventura Boulevard	AM PM	26.2 29.0	C C	0.464 0.541	A A	0.501 0.604	A B		
11.	Oxnard Boulevard & US 101 Northbound Ramps	AM PM	23.9 26.0	C C	0.324 0.471	A A	0.436 0.635	A B		
12.	Oxnard Boulevard & US 101 Southbound Ramps	AM PM	21.4 22.4	C C	0.176 0.206	A A	0.284 0.368	A A		
13.	Vineyard Avenue & US 101 Northbound Ramps	AM PM	13.4 14.1	B B	0.527 0.659	A B	0.643 0.747	B C		
14.	Vineyard Avenue & US 101 Southbound Ramps	AM PM	17.2 14.7	B B	0.516 0.568	A A	0.537 0.759	A C		
15.	Ventura Road & Wagon Wheel Road	AM PM			0.339 0.333	A A	0.412 0.592	A A		
16.	Ventura Road & US 101 Southbound Off-Ramp	AM PM			0.039 0.066	A A	0.592 0.706	A C		
17.	Oxnard Boulevard & Esplanade Center/Spur Drive	AM PM			0.294 0.481	A A	0.806 0.950	D E	0.659 0.725	B C
18.	Vineyard Avenue & Ventura Road	AM PM			0.484 0.616	A B	0.554 0.791	A C		
19.	Vineyard Avenue & Ventura Road	AM PM			0.439 0.484	A A	0.543 0.592	A A		
20.	Vineyard Avenue & Oxnard Boulevard	AM PM			0.712 0.729	C C	0.730 0.876	C D		
21.	Gonzales Road & Ventura Road	AM PM			0.545 0.731	A C	0.847 0.990	D E	0.651 0.776	B C
22.	Gonzales Road & Oxnard Boulevard	AM PM			0.697 0.829	B D	0.814 0.916	D E	0.709 0.899	C D
23.	Victoria Avenue & Telephone Road	AM PM			0.472 0.607	A B	0.640 0.761	B C		
24.	Victoria Avenue & Ralston Street	AM PM			0.512 0.591	A A	0.700 0.774	B C		
25.	Victoria Avenue & US 101 Northbound Ramps	AM PM			0.519 0.618	A B	0.846 0.736	D C		
26.	US 101 Southbound Ramps & Valentine Road	AM PM			0.403 0.442	A A	0.481 0.541	A A		
27.	Victoria Avenue & Valentine Road	AM PM			0.409 0.601	A B	0.721 0.819	C D		
28.	Ralston Street & Johnson Drive	AM PM			0.514 0.612	A B	0.453 0.550	A A		
29.	Johnson Drive & Bristol Road	AM PM			0.717 0.731	C C	0.751 0.743	C C		
30.	Johnson Drive & North Bank Drive	AM PM			0.553 0.556	A A	0.700 0.856	B D		

Notes

- [a] Based on traffic count data collected in September 2019 and existing 2019 lane configurations.
 [b] Source: *Traffic Analysis for Oxnard Riverpark Specific Plan Amendment*, Crain & Associates, October 2009.
 [c] Intersections under Caltrans jurisdiction were evaluated using HCM methodology.

Attachment A
Traffic Counts

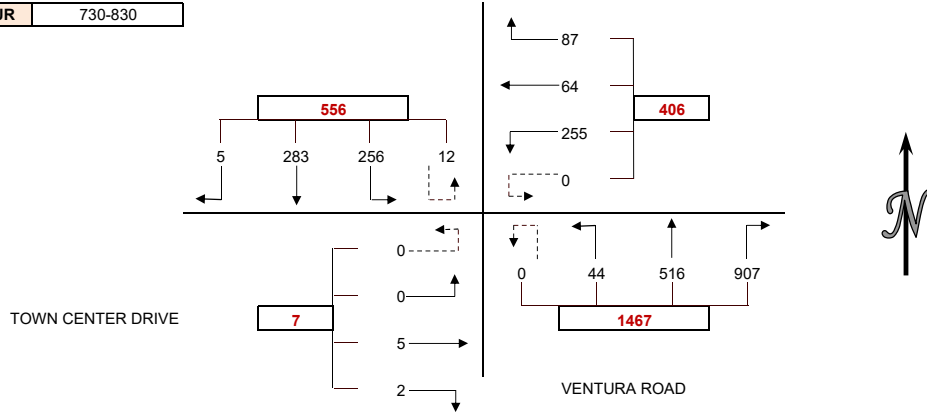
INTERSECTION CAR/PED/BIKE TRAFFIC COUNT RESULTS SUMMARY

CLIENT: GIBSON TRANSPORTATION CONSULTING, INC.
 PROJECT: RIVERPARK TRAFFIC COUNTS
 DATE: WEDNESDAY SEPTEMBER 18, 2019
 PERIOD: 7:00 AM TO 9:00 AM
 INTERSECTION: N/S VENTURA ROAD
 E/W TOWN CENTER DRIVE
 CITY: OXNARD

VEHICLE COUNTS

15 MIN COUNTS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
700-715	1	51	13	0	8	1	44	0	144	66	2	0	0	0	0	0	330
715-730	0	49	28	0	4	5	51	0	246	99	7	0	0	0	0	0	489
730-745	0	74	44	0	25	10	60	0	242	123	14	0	0	1	0	0	593
745-800	1	77	88	5	30	23	61	0	251	171	12	0	1	2	0	0	722
800-815	1	66	80	6	19	13	66	0	218	134	11	0	1	2	0	0	617
815-830	3	66	44	1	13	18	68	0	196	88	7	0	0	0	0	0	504
830-845	1	44	23	2	11	19	56	1	150	72	8	0	0	2	1	0	390
845-900	3	31	25	1	9	10	57	0	154	65	9	0	0	3	0	0	367
HOUR TOTALS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
700-800	2	251	173	5	67	39	216	0	883	459	35	0	1	3	0	0	2134
715-815	2	266	240	11	78	51	238	0	957	527	44	0	2	5	0	0	2421
730-830	5	283	256	12	87	64	255	0	907	516	44	0	2	5	0	0	2436
745-845	6	253	235	14	73	73	251	1	815	465	38	0	2	6	1	0	2233
800-900	8	207	172	10	52	60	247	1	718	359	35	0	1	7	1	0	1878

PEAK HOUR 730-830



PEDESTRIAN COUNTS

15 MIN COUNTS	NORTH	EAST	SOUTH	WEST	TOTAL
PERIOD	LEG	LEG	LEG	LEG	
700-715	0	0	0	0	0
715-730	0	0	0	0	0
730-745	2	0	0	0	2
745-800	0	0	0	0	0
800-815	0	0	0	0	0
815-830	0	0	0	2	2
830-845	0	0	0	0	0
845-900	0	1	0	0	1
HOUR TOTALS	NORTH	EAST	SOUTH	WEST	TOTAL
PERIOD	LEG	LEG	LEG	LEG	
700-800	2	0	0	0	2
715-815	2	0	0	0	2
730-830	2	0	0	2	4
745-845	0	0	0	2	2
800-900	0	1	0	2	3

BICYCLE COUNTS

15 MIN COUNTS	NORTH	EAST	SOUTH	WEST	TOTAL
PERIOD	LEG	LEG	LEG	LEG	
700-715	0	0	0	0	0
715-730	0	1	0	0	1
730-745	0	0	0	0	0
745-800	0	0	1	2	3
800-815	0	1	0	0	1
815-830	0	0	0	0	0
830-845	0	2	0	0	2
845-900	1	0	0	0	1
HOUR TOTALS	NORTH	EAST	SOUTH	WEST	TOTAL
PERIOD	LEG	LEG	LEG	LEG	
700-800	0	1	1	2	4
715-815	0	2	1	2	5
730-830	0	1	1	2	4
745-845	0	3	1	2	6
800-900	1	3	0	0	4

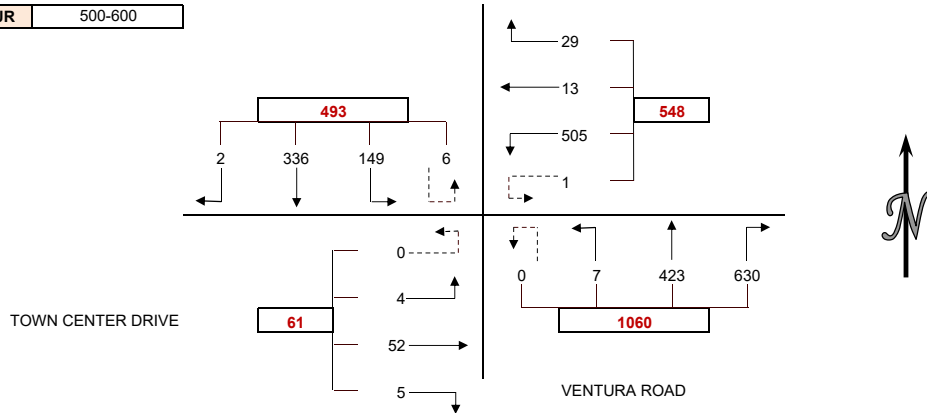
INTERSECTION CAR/PED/BIKE TRAFFIC COUNT RESULTS SUMMARY

CLIENT: GIBSON TRANSPORTATION CONSULTING, INC.
 PROJECT: RIVERPARK TRAFFIC COUNTS
 DATE: WEDNESDAY SEPTEMBER 18, 2019
 PERIOD: 4:00 PM TO 6:00 PM
 INTERSECTION: N/S VENTURA ROAD
 E/W TOWN CENTER DRIVE
 CITY: OXNARD

VEHICLE COUNTS

15 MIN COUNTS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBLT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBLT	EBRT	EBTH	EBLT	EBUT	TOTAL
400-415	1	71	32	0	5	4	88	0	145	82	2	0	0	11	5	0	446
415-430	1	70	22	3	8	6	107	0	140	113	2	0	1	6	2	0	481
430-445	0	76	34	0	9	7	127	0	169	88	0	0	1	10	0	0	521
445-500	0	90	25	0	8	2	104	0	150	107	4	0	3	6	1	0	500
500-515	0	110	65	1	6	2	108	0	169	116	0	0	3	23	3	0	606
515-530	0	72	24	4	9	4	112	0	140	141	3	0	1	15	1	0	526
530-545	1	91	36	0	10	3	132	0	163	70	1	0	1	7	0	0	515
545-600	1	63	24	1	4	4	153	1	158	96	3	0	0	7	0	0	515
HOUR TOTALS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBLT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBLT	EBRT	EBTH	EBLT	EBUT	TOTAL
400-500	2	307	113	3	30	19	426	0	604	390	8	0	5	33	8	0	1948
415-515	1	346	146	4	31	17	446	0	628	424	6	0	8	45	6	0	2108
430-530	0	348	148	5	32	15	451	0	628	452	7	0	8	54	5	0	2153
445-545	1	363	150	5	33	11	456	0	622	434	8	0	8	51	5	0	2147
500-600	2	336	149	6	29	13	505	1	630	423	7	0	5	52	4	0	2162

PEAK HOUR 500-600



PEDESTRIAN COUNTS

15 MIN COUNTS	NORTH	EAST	SOUTH	WEST	TOTAL
PERIOD	LEG	LEG	LEG	LEG	
400-415	0	0	0	0	0
415-430	0	0	0	0	0
430-445	0	0	0	0	0
445-500	0	0	0	0	0
500-515	0	0	0	0	0
515-530	0	0	0	0	0
530-545	0	0	0	0	0
545-600	0	0	0	0	0
HOUR TOTALS	NORTH	EAST	SOUTH	WEST	TOTAL
PERIOD	LEG	LEG	LEG	LEG	
400-500	0	0	0	0	0
415-515	0	0	0	0	0
430-530	0	0	0	0	0
445-545	0	0	0	0	0
500-600	0	0	0	0	0

BICYCLE COUNTS

15 MIN COUNTS	NORTH	EAST	SOUTH	WEST	TOTAL
PERIOD	LEG	LEG	LEG	LEG	
400-415	0	0	0	0	0
415-430	0	0	0	0	0
430-445	0	0	0	1	1
445-500	0	0	0	0	0
500-515	0	0	0	0	0
515-530	0	0	0	0	0
530-545	0	0	0	0	0
545-600	0	0	0	1	1
HOUR TOTALS	NORTH	EAST	SOUTH	WEST	TOTAL
PERIOD	LEG	LEG	LEG	LEG	
400-500	0	0	0	1	1
415-515	0	0	0	1	1
430-530	0	0	0	1	1
445-545	0	0	0	0	0
500-600	0	0	0	1	1

APPROACH SUMMARIES

	NORTH APRCH			EAST APRCH			SOUTH APRCH			WEST APRCH	
	APRCH	EXIT		APRCH	EXIT		APRCH	EXIT		APRCH	EXIT
400-500	425	431		475	750		1002	738		46	29
415-515	497	465		494	819		1058	800		59	24
430-530	501	494		498	830		1087	807		67	22
445-545	519	477		500	823		1064	827		64	20
500-600	493	462		548	832		1060	846		61	22

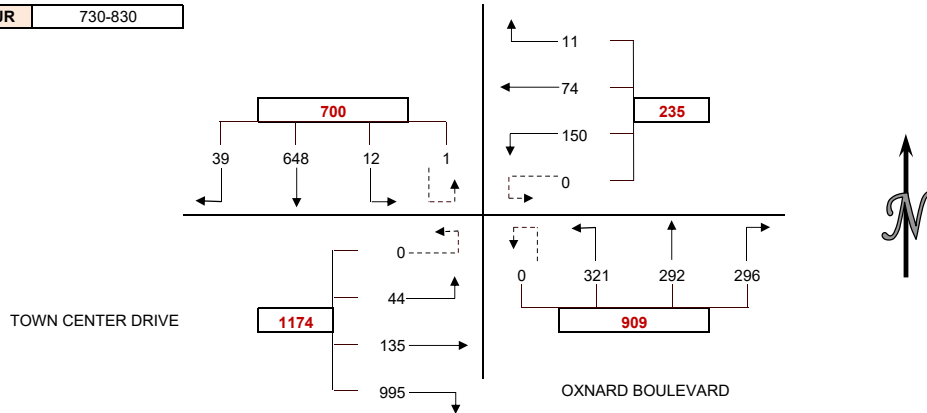
INTERSECTION CAR/PED/BIKE TRAFFIC COUNT RESULTS SUMMARY

CLIENT: GIBSON TRANSPORTATION CONSULTING, INC.
 PROJECT: RIVERPARK TRAFFIC COUNTS
 DATE: WEDNESDAY SEPTEMBER 18, 2019
 PERIOD: 7:00 AM TO 9:00 AM
 INTERSECTION: N/S OXNARD BOULEVARD
 E/W TOWN CENTER DRIVE
 CITY: OXNARD

VEHICLE COUNTS

15 MIN COUNTS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
700-715	5	124	2	0	2	11	38	0	43	44	38	0	181	19	1	0	508
715-730	11	149	3	0	3	13	39	0	45	44	57	0	235	26	4	0	629
730-745	5	190	2	0	3	18	38	0	68	59	70	0	270	26	8	0	757
745-800	10	174	2	0	2	12	39	0	68	105	103	0	310	41	14	0	880
800-815	16	159	3	1	1	23	41	0	79	72	75	0	226	29	12	0	737
815-830	8	125	5	0	5	21	32	0	81	56	73	0	189	39	10	0	644
830-845	9	119	1	0	3	22	42	0	57	50	64	0	140	25	7	0	539
845-900	8	80	5	0	2	19	44	0	54	55	61	1	152	30	12	0	523
HOUR TOTALS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
700-800	31	637	9	0	10	54	154	0	224	252	268	0	996	112	27	0	2774
715-815	42	672	10	1	9	66	157	0	260	280	305	0	1041	122	38	0	3003
730-830	39	648	12	1	11	74	150	0	296	292	321	0	995	135	44	0	3018
745-845	43	577	11	1	11	78	154	0	285	283	315	0	865	134	43	0	2800
800-900	41	483	14	1	11	85	159	0	271	233	273	1	707	123	41	0	2443

PEAK HOUR 730-830



PEDESTRIAN COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
700-715	0	1	0	0	1
715-730	2	0	0	1	3
730-745	0	0	0	0	0
745-800	0	0	0	0	0
800-815	5	0	0	0	5
815-830	5	2	0	1	8
830-845	0	0	1	0	1
845-900	0	0	1	1	2
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
700-800	2	1	0	1	4
715-815	7	0	0	1	8
730-830	10	2	0	1	13
745-845	10	2	1	1	14
800-900	10	2	2	2	16

BICYCLE COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
700-715	0	2	1	0	3
715-730	0	0	1	0	1
730-745	0	0	1	0	1
745-800	0	0	0	0	0
800-815	0	0	0	0	0
815-830	0	0	0	0	0
830-845	0	0	0	0	0
845-900	0	0	0	0	0
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
700-800	0	2	3	0	5
715-815	0	0	2	0	2
730-830	0	0	1	0	1
745-845	0	0	0	0	0
800-900	0	0	0	0	0

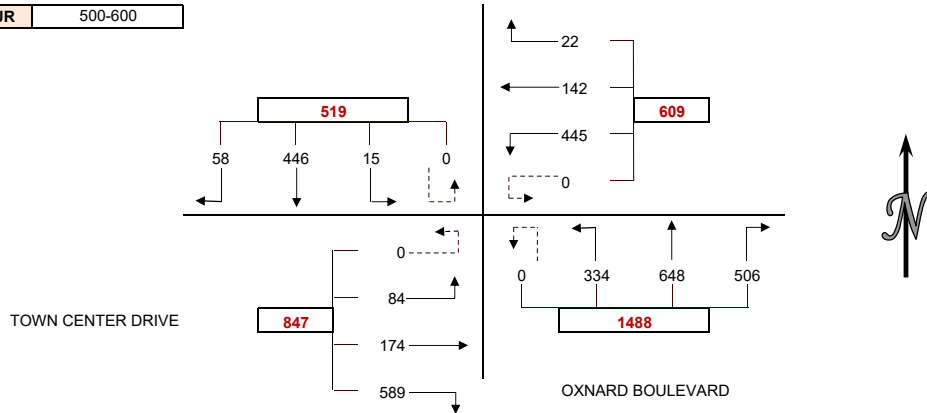
INTERSECTION CAR/PED/BIKE TRAFFIC COUNT RESULTS SUMMARY

CLIENT: GIBSON TRANSPORTATION CONSULTING, INC.
 PROJECT: RIVERPARK TRAFFIC COUNTS
 DATE: WEDNESDAY SEPTEMBER 18, 2019
 PERIOD: 4:00 PM TO 6:00 PM
 INTERSECTION: N/S OXNARD BOULEVARD
 E/W TOWN CENTER DRIVE
 CITY: OXNARD

VEHICLE COUNTS

15 MIN COUNTS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
400-415	18	110	3	0	6	18	85	0	101	122	62	1	164	40	14	0	744
415-430	9	102	5	0	7	33	99	0	129	147	88	0	116	37	15	0	787
430-445	25	127	2	0	9	26	96	0	118	146	78	0	152	29	15	0	823
445-500	13	104	2	0	7	29	68	0	132	154	71	0	146	41	17	0	784
500-515	16	119	3	0	5	32	134	0	128	140	74	0	166	45	11	0	873
515-530	9	103	5	0	3	46	113	0	119	171	71	0	151	41	23	0	855
530-545	17	123	2	0	8	37	108	0	132	155	93	0	138	37	25	0	875
545-600	16	101	5	0	6	27	90	0	127	182	96	0	134	51	25	0	860
HOUR TOTALS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
400-500	65	443	12	0	29	106	348	0	480	569	299	1	578	147	61	0	3138
415-515	63	452	12	0	28	120	397	0	507	587	311	0	580	152	58	0	3267
430-530	63	453	12	0	24	133	411	0	497	611	294	0	615	156	66	0	3335
445-545	55	449	12	0	23	144	423	0	511	620	309	0	601	164	76	0	3387
500-600	58	446	15	0	22	142	445	0	506	648	334	0	589	174	84	0	3463

PEAK HOUR 500-600



PEDESTRIAN COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-415	0	0	1	0	1
415-430	0	0	0	0	0
430-445	0	0	0	0	0
445-500	0	0	1	0	1
500-515	0	0	0	0	0
515-530	0	0	0	0	0
530-545	0	0	1	0	1
545-600	0	0	0	0	0
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-500	0	0	2	0	2
415-515	0	0	1	0	1
430-530	0	0	1	0	1
445-545	0	0	2	0	2
500-600	0	0	1	0	1

BICYCLE COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-415	0	0	0	0	0
415-430	0	0	0	0	0
430-445	0	0	1	0	1
445-500	1	0	1	0	2
500-515	0	1	1	0	2
515-530	1	0	0	0	1
530-545	0	1	1	0	2
545-600	0	0	1	0	1
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-500	1	0	2	0	3
415-515	1	1	3	0	5
430-530	2	1	3	0	6
445-545	2	2	3	0	7
500-600	1	2	3	0	6

APPROACH SUMMARIES

	NORTH APRCH			EAST APRCH			SOUTH APRCH			WEST APRCH	
	APRCH	EXIT		APRCH	EXIT		APRCH	EXIT		APRCH	EXIT
400-500	520	659		483	639		1349	1370		786	470
415-515	527	673		545	671		1405	1429		790	494
430-530	528	701		568	665		1402	1479		837	490
445-545	516	719		590	687		1440	1473		841	508
500-600	519	754		609	695		1488	1480		847	534

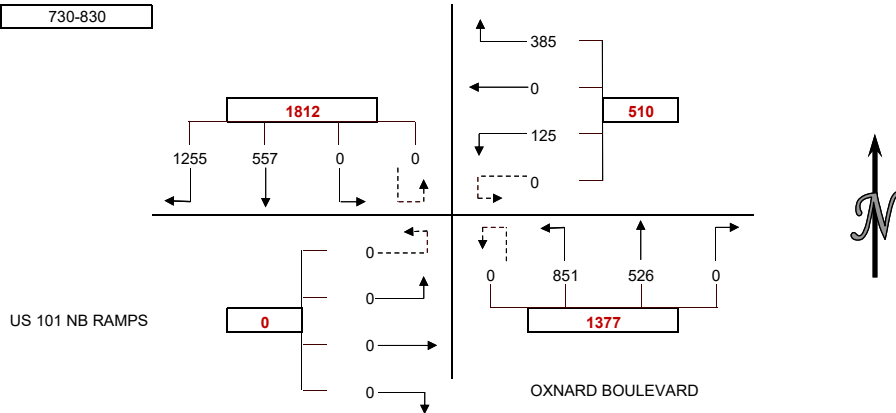
INTERSECTION CAR/PED/BIKE TRAFFIC COUNT RESULTS SUMMARY

CLIENT: GIBSON TRANSPORTATION CONSULTING, INC.
 PROJECT: RIVERPARK TRAFFIC COUNTS
 DATE: WEDNESDAY SEPTEMBER 18, 2019
 PERIOD: 7:00 AM TO 9:00 AM
 INTERSECTION: N/S OXNARD BOULEVARD
 E/W US 101 NB RAMPS
 CITY: OXNARD

VEHICLE COUNTS

15 MIN COUNTS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
700-715	191	112	0	0	58	0	27	0	0	60	130	0	0	0	0	0	578
715-730	282	120	0	0	74	0	24	0	0	76	169	0	0	0	0	0	745
730-745	338	158	0	0	82	0	32	0	0	97	212	0	0	0	0	0	919
745-800	406	159	0	0	107	0	32	0	0	138	240	0	0	0	0	0	1082
800-815	290	121	0	0	93	0	32	0	0	159	208	0	0	0	0	0	903
815-830	221	119	0	0	103	0	29	0	0	132	191	0	0	0	0	0	795
830-845	194	102	0	0	84	0	24	0	0	88	169	0	0	0	0	0	661
845-900	199	97	0	0	99	0	32	0	0	82	199	0	0	0	0	0	708
HOUR TOTALS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
700-800	1217	549	0	0	321	0	115	0	0	371	751	0	0	0	0	0	3324
715-815	1316	558	0	0	356	0	120	0	0	470	829	0	0	0	0	0	3649
730-830	1255	557	0	0	385	0	125	0	0	526	851	0	0	0	0	0	3699
745-845	1111	501	0	0	387	0	117	0	0	517	808	0	0	0	0	0	3441
800-900	904	439	0	0	379	0	117	0	0	461	767	0	0	0	0	0	3067

PEAK HOUR 730-830



PEDESTRIAN COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
700-715	1	1	0	0	2
715-730	2	0	0	0	2
730-745	0	0	0	0	0
745-800	0	0	0	0	0
800-815	0	1	0	0	1
815-830	1	2	0	0	3
830-845	1	0	0	0	1
845-900	1	1	0	0	2
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
700-800	3	1	0	0	4
715-815	2	1	0	0	3
730-830	1	3	0	0	4
745-845	2	3	0	0	5
800-900	3	4	0	0	7

BICYCLE COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
700-715	0	0	0	0	0
715-730	0	2	0	0	2
730-745	0	1	0	0	1
745-800	0	0	0	0	0
800-815	1	0	0	0	1
815-830	1	0	0	0	1
830-845	0	0	0	0	0
845-900	0	0	0	0	0
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
700-800	0	3	0	0	3
715-815	1	3	0	0	4
730-830	2	1	0	0	3
745-845	2	0	0	0	2
800-900	2	0	0	0	2

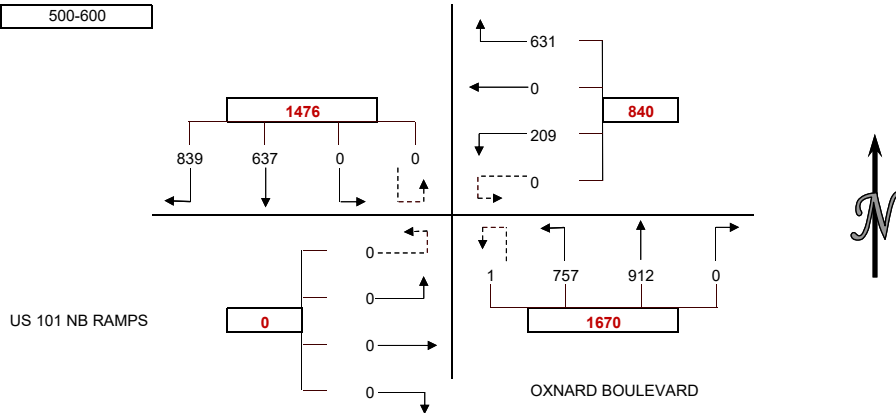
INTERSECTION CAR/PED/BIKE TRAFFIC COUNT RESULTS SUMMARY

CLIENT: GIBSON TRANSPORTATION CONSULTING, INC.
 PROJECT: RIVERPARK TRAFFIC COUNTS
 DATE: WEDNESDAY SEPTEMBER 18, 2019
 PERIOD: 4:00 PM TO 6:00 PM
 INTERSECTION: N/S OXNARD BOULEVARD
 E/W US 101 NB RAMPS
 CITY: OXNARD

VEHICLE COUNTS

15 MIN COUNTS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
400-415	192	148	0	0	128	0	42	0	0	192	194	0	0	0	0	0	896
415-430	206	163	0	0	151	0	71	0	0	218	205	1	0	0	0	0	1015
430-445	208	148	0	0	152	0	50	0	0	204	180	1	0	0	0	0	943
445-500	209	146	0	0	132	0	40	0	0	256	174	0	0	0	0	0	957
500-515	202	171	0	0	129	0	42	0	0	219	191	1	0	0	0	0	955
515-530	213	133	0	0	144	0	54	0	0	242	215	0	0	0	0	0	1001
530-545	205	165	0	0	159	0	57	0	0	223	186	0	0	0	0	0	995
545-600	219	168	0	0	199	0	56	0	0	228	165	0	0	0	0	0	1035
HOUR TOTALS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
400-500	815	605	0	0	563	0	203	0	0	870	753	2	0	0	0	0	3811
415-515	825	628	0	0	564	0	203	0	0	897	750	3	0	0	0	0	3870
430-530	832	598	0	0	557	0	186	0	0	921	760	2	0	0	0	0	3856
445-545	829	615	0	0	564	0	193	0	0	940	766	1	0	0	0	0	3908
500-600	839	637	0	0	631	0	209	0	0	912	757	1	0	0	0	0	3986

PEAK HOUR 500-600



PEDESTRIAN COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
400-415	0	0	0	0	0
415-430	0	2	0	0	2
430-445	0	2	0	0	2
445-500	1	1	0	0	2
500-515	0	0	0	0	0
515-530	0	3	0	0	3
530-545	0	0	0	0	0
545-600	1	0	0	0	1
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
400-500	1	5	0	0	6
415-515	1	5	0	0	6
430-530	1	6	0	0	7
445-545	1	4	0	0	5
500-600	1	3	0	0	4

BICYCLE COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
400-415	0	0	0	0	0
415-430	0	0	0	0	0
430-445	0	0	0	0	0
445-500	0	0	0	0	0
500-515	0	0	0	0	0
515-530	0	1	0	0	1
530-545	0	0	0	0	0
545-600	0	-1	0	0	-1
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
400-500	0	0	0	0	0
415-515	0	0	0	0	0
430-530	0	1	0	0	1
445-545	0	1	0	0	1
500-600	0	0	0	0	0

APPROACH SUMMARIES

	NORTH APRCH		EAST APRCH		SOUTH APRCH		WEST APRCH	
	APRCH	EXIT	APRCH	EXIT	APRCH	EXIT	APRCH	EXIT
400-500	1420	1433	766	0	1625	810	0	1568
415-515	1453	1461	767	0	1650	834	0	1575
430-530	1430	1478	743	0	1683	786	0	1592
445-545	1444	1504	757	0	1707	809	0	1595
500-600	1476	1543	840	0	1670	847	0	1596

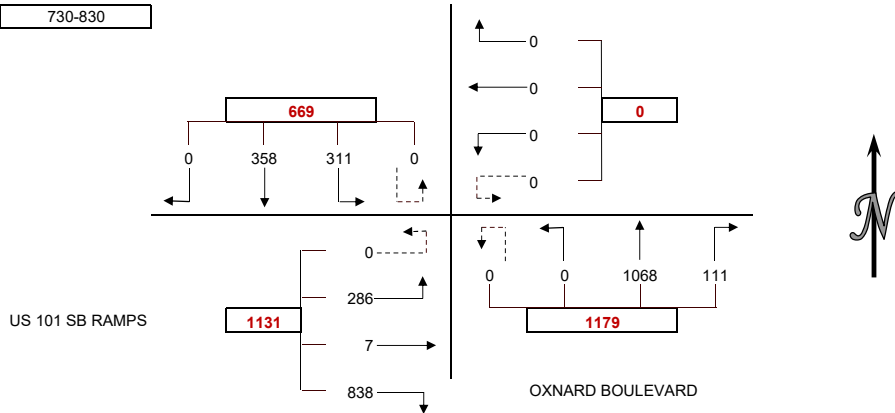
INTERSECTION CAR/PED/BIKE TRAFFIC COUNT RESULTS SUMMARY

CLIENT: GIBSON TRANSPORTATION CONSULTING, INC.
 PROJECT: RIVERPARK TRAFFIC COUNTS
 DATE: WEDNESDAY SEPTEMBER 18, 2019
 PERIOD: 7:00 AM TO 9:00 AM
 INTERSECTION: N/S OXNARD BOULEVARD
 E/W US 101 SB RAMPS
 CITY: OXNARD

VEHICLE COUNTS

15 MIN COUNTS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
700-715	0	59	74	0	0	0	0	0	28	196	0	0	97	0	49	0	503
715-730	0	55	81	0	0	0	0	0	30	227	0	0	185	1	56	0	635
730-745	0	96	90	0	0	0	0	0	28	251	0	0	273	3	57	0	798
745-800	0	104	83	0	0	0	0	0	30	339	0	0	223	3	74	0	856
800-815	0	88	66	0	0	0	0	0	22	241	0	0	174	0	78	0	669
815-830	0	70	72	0	0	0	0	0	31	237	0	0	168	1	77	0	656
830-845	0	59	83	0	0	0	0	0	45	206	0	0	145	0	66	0	604
845-900	0	81	52	0	0	0	0	0	35	207	0	0	151	0	48	0	574
HOUR TOTALS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
700-800	0	314	328	0	0	0	0	0	116	1013	0	0	778	7	236	0	2792
715-815	0	343	320	0	0	0	0	0	110	1058	0	0	855	7	265	0	2958
730-830	0	358	311	0	0	0	0	0	111	1068	0	0	838	7	286	0	2979
745-845	0	321	304	0	0	0	0	0	128	1023	0	0	710	4	295	0	2785
800-900	0	298	273	0	0	0	0	0	133	891	0	0	638	1	269	0	2503

PEAK HOUR 730-830



PEDESTRIAN COUNTS

15 MIN COUNTS	NORTH	EAST	SOUTH	WEST	TOTAL
PERIOD	LEG	LEG	LEG	LEG	
700-715	0	0	1	1	2
715-730	0	0	0	2	2
730-745	0	0	0	0	0
745-800	0	0	0	0	0
800-815	0	0	1	0	1
815-830	0	0	2	0	2
830-845	0	0	0	2	2
845-900	0	0	1	1	2
HOUR TOTALS	NORTH	EAST	SOUTH	WEST	TOTAL
PERIOD	LEG	LEG	LEG	LEG	
700-800	0	0	1	3	4
715-815	0	0	1	2	3
730-830	0	0	3	0	3
745-845	0	0	3	2	5
800-900	0	0	4	3	7

BICYCLE COUNTS

15 MIN COUNTS	NORTH	EAST	SOUTH	WEST	TOTAL
PERIOD	LEG	LEG	LEG	LEG	
700-715	0	0	0	0	0
715-730	0	0	1	0	1
730-745	0	0	0	0	0
745-800	0	0	0	0	0
800-815	0	0	0	1	1
815-830	0	0	0	1	1
830-845	0	0	0	0	0
845-900	0	0	0	0	0
HOUR TOTALS	NORTH	EAST	SOUTH	WEST	TOTAL
PERIOD	LEG	LEG	LEG	LEG	
700-800	0	0	1	0	1
715-815	0	0	1	1	2
730-830	0	0	0	2	2
745-845	0	0	0	2	2
800-900	0	0	0	2	2

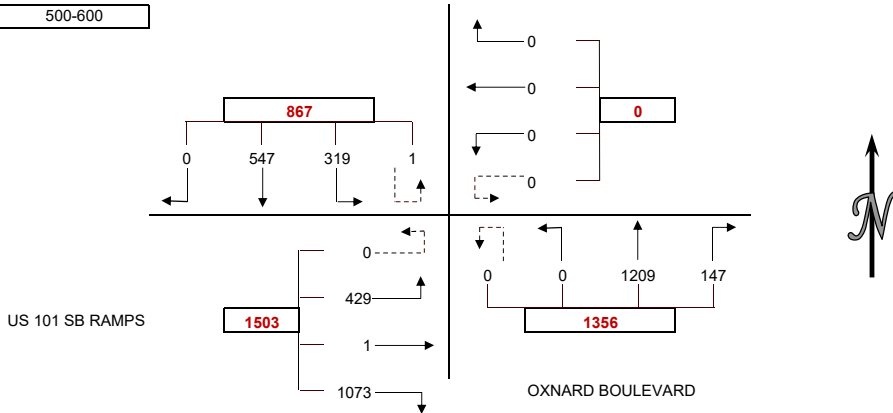
INTERSECTION CAR/PED/BIKE TRAFFIC COUNT RESULTS SUMMARY

CLIENT: GIBSON TRANSPORTATION CONSULTING, INC.
 PROJECT: RIVERPARK TRAFFIC COUNTS
 DATE: WEDNESDAY SEPTEMBER 18, 2019
 PERIOD: 4:00 PM TO 6:00 PM
 INTERSECTION: N/S OXNARD BOULEVARD
 E/W US 101 SB RAMPS
 CITY: OXNARD

VEHICLE COUNTS

15 MIN COUNTS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBLT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBLT	EBRT	EBTH	EBLT	EBUT	TOTAL
400-415	0	125	61	0	0	0	0	0	39	255	0	0	269	0	100	0	849
415-430	0	137	68	0	0	0	0	0	36	306	0	0	282	0	94	0	923
430-445	0	119	71	0	0	0	0	0	40	295	0	0	243	1	101	0	870
445-500	0	110	55	0	0	0	0	0	35	239	0	0	264	0	124	0	827
500-515	0	156	91	0	0	0	0	0	28	308	0	0	269	1	103	0	956
515-530	0	114	83	0	0	0	0	0	44	321	0	0	277	0	105	0	944
530-545	0	140	76	1	0	0	0	0	36	314	0	0	266	0	110	0	943
545-600	0	137	69	0	0	0	0	0	39	266	0	0	261	0	111	0	883
HOUR TOTALS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBLT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBLT	EBRT	EBTH	EBLT	EBUT	TOTAL
400-500	0	491	255	0	0	0	0	0	150	1095	0	0	1058	1	419	0	3469
415-515	0	522	285	0	0	0	0	0	139	1148	0	0	1058	2	422	0	3576
430-530	0	499	300	0	0	0	0	0	147	1163	0	0	1053	2	433	0	3597
445-545	0	520	305	1	0	0	0	0	143	1182	0	0	1076	1	442	0	3670
500-600	0	547	319	1	0	0	0	0	147	1209	0	0	1073	1	429	0	3726

PEAK HOUR 500-600



PEDESTRIAN COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-415	0	0	1	0	1
415-430	0	0	1	0	1
430-445	0	0	2	0	2
445-500	0	0	1	0	1
500-515	0	0	1	0	1
515-530	0	0	2	0	2
530-545	0	0	1	1	2
545-600	0	0	0	0	0
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-500	0	0	5	0	5
415-515	0	0	5	0	5
430-530	0	0	6	0	6
445-545	0	0	5	1	6
500-600	0	0	4	1	5

BICYCLE COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-415	0	0	0	0	0
415-430	0	0	0	0	0
430-445	0	0	0	0	0
445-500	0	0	0	1	1
500-515	0	0	0	0	0
515-530	0	0	0	0	0
530-545	0	0	1	0	1
545-600	0	0	0	0	0
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-500	0	0	0	1	1
415-515	0	0	0	1	1
430-530	0	0	0	1	1
445-545	0	0	1	1	2
500-600	0	0	1	0	1

APPROACH SUMMARIES

	NORTH APRCH			EAST APRCH			SOUTH APRCH			WEST APRCH	
	APRCH	EXIT		APRCH	EXIT		APRCH	EXIT		APRCH	EXIT
400-500	746	1514		0	406		1245	1549		1478	0
415-515	807	1570		0	426		1287	1580		1482	0
430-530	799	1596		0	449		1310	1552		1488	0
445-545	826	1625		0	449		1325	1596		1519	0
500-600	867	1639		0	467		1356	1620		1503	0

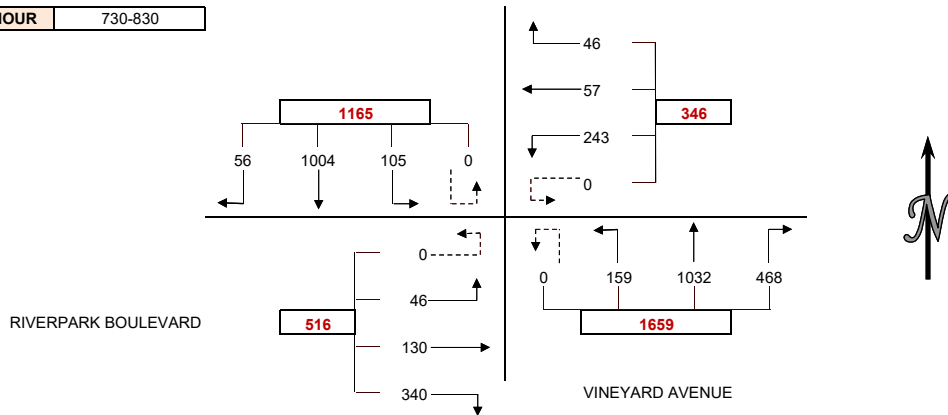
INTERSECTION CAR/PED/BIKE TRAFFIC COUNT RESULTS SUMMARY

CLIENT: GIBSON TRANSPORTATION CONSULTING, INC.
 PROJECT: RIVERPARK TRAFFIC COUNTS
 DATE: WEDNESDAY SEPTEMBER 18, 2019
 PERIOD: 7:00 AM TO 9:00 AM
 INTERSECTION: N/S VINEYARD AVENUE
 E/W RIVERPARK BOULEVARD
 CITY: OXNARD

VEHICLE COUNTS

15 MIN COUNTS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
700-715	8	196	13	0	8	10	29	0	55	184	30	0	61	13	3	0	610
715-730	10	226	26	0	17	11	50	0	83	220	25	0	85	30	9	0	792
730-745	10	279	29	0	4	9	46	0	124	264	31	0	77	41	8	0	922
745-800	14	242	32	0	15	20	81	0	121	250	39	0	95	41	15	0	965
800-815	22	238	23	0	18	15	39	0	134	284	37	0	82	35	10	0	937
815-830	10	245	21	0	9	13	77	0	89	234	52	0	86	13	13	0	862
830-845	15	260	16	0	11	14	51	0	48	207	41	0	80	10	11	0	764
845-900	22	223	14	0	13	8	58	0	43	166	30	0	79	7	9	0	672
HOUR TOTALS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
700-800	42	943	100	0	44	50	206	0	383	918	125	0	318	125	35	0	3289
715-815	56	985	110	0	54	55	216	0	462	1018	132	0	339	147	42	0	3616
730-830	56	1004	105	0	46	57	243	0	468	1032	159	0	340	130	46	0	3686
745-845	61	985	92	0	53	62	248	0	392	975	169	0	343	99	49	0	3528
800-900	69	966	74	0	51	50	225	0	314	891	160	0	327	65	43	0	3235

PEAK HOUR 730-830



PEDESTRIAN COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
700-715	0	0	0	2	2
715-730	2	1	0	1	4
730-745	0	0	1	1	2
745-800	0	2	0	0	2
800-815	0	3	0	1	4
815-830	0	0	0	1	1
830-845	0	1	0	2	3
845-900	0	0	0	0	0
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
700-800	2	3	1	4	10
715-815	2	6	1	3	12
730-830	0	5	1	3	9
745-845	0	6	0	4	10
800-900	0	4	0	4	8

BICYCLE COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
700-715	0	0	0	0	0
715-730	0	0	0	0	0
730-745	0	0	0	1	1
745-800	0	0	0	1	1
800-815	1	0	0	2	3
815-830	0	0	0	0	0
830-845	0	0	0	1	1
845-900	0	0	0	0	0
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
700-800	0	0	0	2	2
715-815	1	0	0	4	5
730-830	1	0	0	4	5
745-845	1	0	0	4	5
800-900	1	0	0	3	4

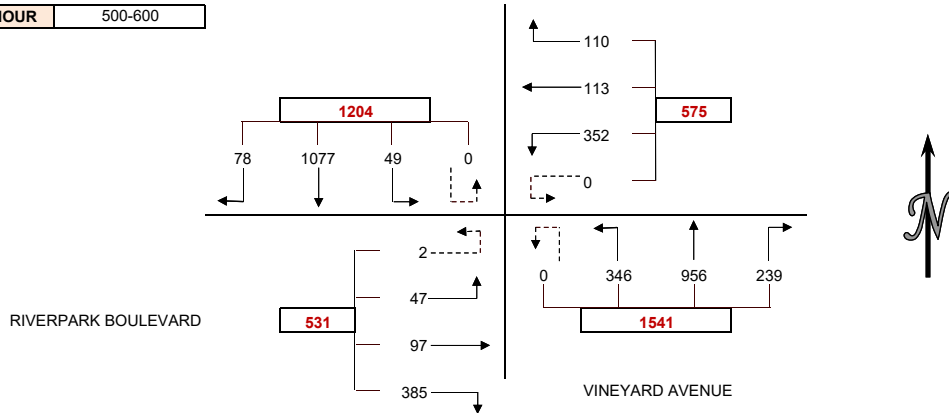
INTERSECTION CAR/PED/BIKE TRAFFIC COUNT RESULTS SUMMARY

CLIENT: GIBSON TRANSPORTATION CONSULTING, INC.
 PROJECT: RIVERPARK TRAFFIC COUNTS
 DATE: WEDNESDAY SEPTEMBER 18, 2019
 PERIOD: 4:00 PM TO 6:00 PM
 INTERSECTION: N/S VINEYARD AVENUE
 E/W RIVERPARK BOULEVARD
 CITY: OXNARD

VEHICLE COUNTS

15 MIN COUNTS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
400-415	15	259	15	0	27	20	85	0	53	213	67	0	76	16	13	0	859
415-430	13	253	10	0	22	29	83	0	68	222	62	0	78	18	20	1	879
430-445	16	294	12	0	22	30	77	0	62	243	70	0	62	13	11	0	912
445-500	23	238	17	0	20	30	78	0	67	238	75	0	100	17	11	0	914
500-515	16	297	15	0	34	19	87	0	65	243	93	0	86	20	12	1	988
515-530	19	243	9	0	23	33	89	0	72	246	74	0	94	28	14	0	944
530-545	31	310	5	0	31	26	77	0	45	229	105	0	100	27	10	0	996
545-600	12	227	20	0	22	35	99	0	57	238	74	0	105	22	11	1	923
HOUR TOTALS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
400-500	67	1044	54	0	91	109	323	0	250	916	274	0	316	64	55	1	3564
415-515	68	1082	54	0	98	108	325	0	262	946	300	0	326	68	54	2	3693
430-530	74	1072	53	0	99	112	331	0	266	970	312	0	342	78	48	1	3758
445-545	89	1088	46	0	108	108	331	0	249	956	347	0	380	92	47	1	3842
500-600	78	1077	49	0	110	113	352	0	239	956	346	0	385	97	47	2	3851

PEAK HOUR 500-600



PEDESTRIAN COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-415	3	0	0	1	4
415-430	1	0	0	3	4
430-445	1	0	0	3	4
445-500	0	0	0	0	0
500-515	1	0	0	3	4
515-530	0	0	0	3	3
530-545	1	0	0	3	4
545-600	1	0	0	2	3
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-500	5	0	0	7	12
415-515	3	0	0	9	12
430-530	2	0	0	9	11
445-545	2	0	0	9	11
500-600	3	0	0	11	14

BICYCLE COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-415	1	1	0	1	3
415-430	0	0	0	0	0
430-445	2	0	0	1	3
445-500	2	0	0	1	3
500-515	2	0	0	0	2
515-530	2	0	0	0	2
530-545	1	2	0	0	3
545-600	0	0	0	0	0
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-500	5	1	0	3	9
415-515	6	0	0	2	8
430-530	8	0	0	2	10
445-545	7	2	0	1	10
500-600	5	2	0	0	7

APPROACH SUMMARIES

	NORTH APRCH		EAST APRCH		SOUTH APRCH		WEST APRCH	
	APRCH	EXIT	APRCH	EXIT	APRCH	EXIT	APRCH	EXIT
400-500	1165	1062	523	368	1440	1683	436	451
415-515	1204	1098	531	384	1508	1733	450	478
430-530	1199	1117	542	397	1548	1745	469	499
445-545	1223	1111	547	387	1552	1799	520	545
500-600	1204	1113	575	385	1541	1814	531	539

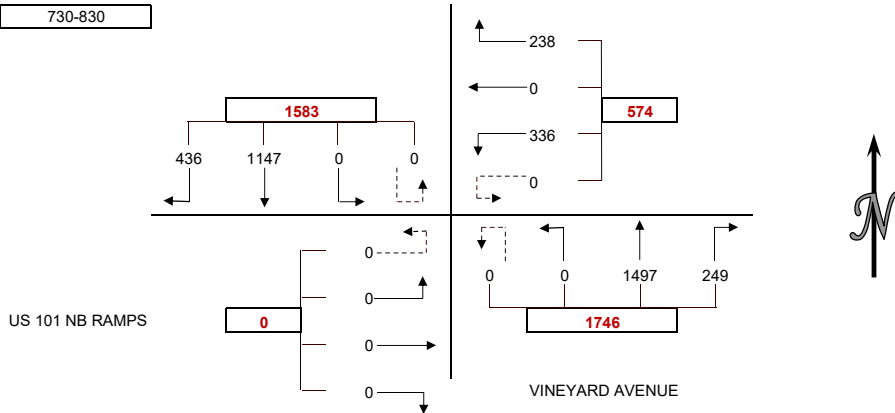
INTERSECTION CAR/PED/BIKE TRAFFIC COUNT RESULTS SUMMARY

CLIENT: GIBSON TRANSPORTATION CONSULTING, INC.
 PROJECT: RIVERPARK TRAFFIC COUNTS
 DATE: WEDNESDAY SEPTEMBER 18, 2019
 PERIOD: 7:00 AM TO 9:00 AM
 INTERSECTION: N/S VINEYARD AVENUE
 E/W US 101 NB RAMPS
 CITY: OXNARD

VEHICLE COUNTS

15 MIN COUNTS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
700-715	84	200	0	0	43	0	66	0	51	215	0	0	0	0	0	0	659
715-730	100	233	0	0	52	0	83	0	77	314	0	0	0	0	0	0	859
730-745	117	279	0	0	63	0	92	0	73	385	0	0	0	0	0	0	1009
745-800	123	331	0	0	44	0	79	0	80	378	0	0	0	0	0	0	1035
800-815	96	274	0	0	64	0	72	0	56	431	0	0	0	0	0	0	993
815-830	100	263	0	0	67	0	93	0	40	303	0	0	0	0	0	0	866
830-845	82	288	0	0	58	0	133	0	51	241	0	0	0	0	0	0	853
845-900	72	275	0	0	42	0	89	0	56	227	0	0	0	0	0	0	761
HOUR TOTALS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
700-800	424	1043	0	0	202	0	320	0	281	1292	0	0	0	0	0	0	3562
715-815	436	1117	0	0	223	0	326	0	286	1508	0	0	0	0	0	0	3896
730-830	436	1147	0	0	238	0	336	0	249	1497	0	0	0	0	0	0	3903
745-845	401	1156	0	0	233	0	377	0	227	1353	0	0	0	0	0	0	3747
800-900	350	1100	0	0	231	0	387	0	203	1202	0	0	0	0	0	0	3473

PEAK HOUR 730-830



PEDESTRIAN COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
700-715	2	0	0	0	2
715-730	0	0	1	0	1
730-745	2	0	0	0	2
745-800	1	1	1	0	3
800-815	1	0	0	0	1
815-830	2	0	0	0	2
830-845	1	1	1	0	3
845-900	2	0	0	0	2
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
700-800	5	1	2	0	8
715-815	4	1	2	0	7
730-830	6	1	1	0	8
745-845	5	2	2	0	9
800-900	6	1	1	0	8

BICYCLE COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
700-715	1	1	1	0	3
715-730	0	1	0	0	1
730-745	2	0	0	0	2
745-800	0	0	0	0	0
800-815	1	0	0	0	1
815-830	1	0	0	0	1
830-845	1	0	0	0	1
845-900	0	0	0	0	0
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
700-800	3	2	1	0	6
715-815	3	1	0	0	4
730-830	4	0	0	0	4
745-845	3	0	0	0	3
800-900	3	0	0	0	3

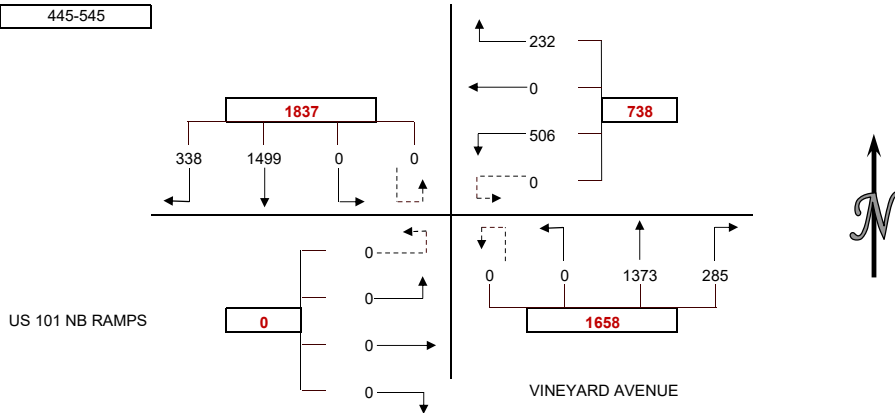
INTERSECTION CAR/PED/BIKE TRAFFIC COUNT RESULTS SUMMARY

CLIENT: GIBSON TRANSPORTATION CONSULTING, INC.
 PROJECT: RIVERPARK TRAFFIC COUNTS
 DATE: WEDNESDAY SEPTEMBER 18, 2019
 PERIOD: 4:00 PM TO 6:00 PM
 INTERSECTION: N/S VINEYARD AVENUE
 E/W US 101 NB RAMPS
 CITY: OXNARD

VEHICLE COUNTS

15 MIN COUNTS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
400-415	59	349	0	0	48	0	113	0	66	278	0	0	0	0	0	0	913
415-430	83	309	0	0	44	0	98	0	70	311	0	0	0	0	0	0	915
430-445	71	349	0	0	50	0	136	0	63	338	0	0	0	0	0	0	1007
445-500	80	381	0	0	55	0	106	0	54	339	0	0	0	0	0	0	1015
500-515	92	384	0	0	50	0	142	0	69	345	0	0	0	0	0	0	1082
515-530	73	351	0	0	59	0	120	0	92	342	0	0	0	0	0	0	1037
530-545	93	383	0	0	68	0	138	0	70	347	0	0	0	0	0	0	1099
545-600	82	319	0	0	60	0	129	0	57	341	0	0	0	0	0	0	988
HOUR TOTALS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
400-500	293	1388	0	0	197	0	453	0	253	1266	0	0	0	0	0	0	3850
415-515	326	1423	0	0	199	0	482	0	256	1333	0	0	0	0	0	0	4019
430-530	316	1465	0	0	214	0	504	0	278	1364	0	0	0	0	0	0	4141
445-545	338	1499	0	0	232	0	506	0	285	1373	0	0	0	0	0	0	4233
500-600	340	1437	0	0	237	0	529	0	288	1375	0	0	0	0	0	0	4206

PEAK HOUR 445-545



PEDESTRIAN COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-415	1	0	0	0	1
415-430	1	0	0	0	1
430-445	2	0	0	0	2
445-500	1	0	0	0	1
500-515	3	0	0	0	3
515-530	2	0	0	0	2
530-545	3	0	0	0	3
545-600	2	0	0	0	2
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-500	5	0	0	0	5
415-515	7	0	0	0	7
430-530	8	0	0	0	8
445-545	9	0	0	0	9
500-600	10	0	0	0	10

BICYCLE COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-415	0	1	1	0	2
415-430	0	0	0	0	0
430-445	1	0	0	0	1
445-500	1	1	1	0	3
500-515	2	0	0	0	2
515-530	0	0	0	0	0
530-545	0	2	2	0	4
545-600	0	0	0	0	0
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD	LEG	LEG	LEG	LEG	TOTAL
400-500	2	2	2	0	6
415-515	4	1	1	0	6
430-530	4	1	1	0	6
445-545	3	3	3	0	9
500-600	2	2	2	0	6

APPROACH SUMMARIES

	NORTH APRCH			EAST APRCH			SOUTH APRCH			WEST APRCH	
	APRCH	EXIT		APRCH	EXIT		APRCH	EXIT		APRCH	EXIT
400-500	1681	1463		650	253		1519	1841		0	293
415-515	1749	1532		681	256		1589	1905		0	326
430-530	1781	1578		718	278		1642	1969		0	316
445-545	1837	1605		738	285		1658	2005		0	338
500-600	1777	1612		766	288		1663	1966		0	340

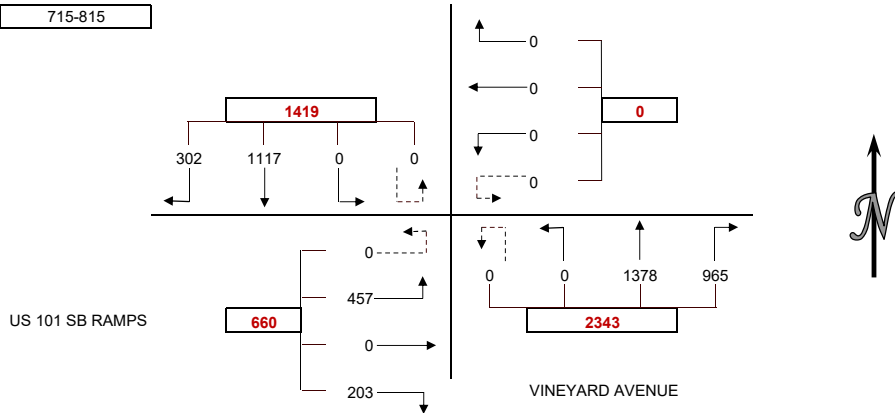
INTERSECTION CAR/PED/BIKE TRAFFIC COUNT RESULTS SUMMARY

CLIENT: GIBSON TRANSPORTATION CONSULTING, INC.
 PROJECT: RIVERPARK TRAFFIC COUNTS
 DATE: WEDNESDAY SEPTEMBER 18, 2019
 PERIOD: 7:00 AM TO 9:00 AM
 INTERSECTION: N/S VINEYARD AVENUE
 E/W US 101 SB RAMPS
 CITY: OXNARD

VEHICLE COUNTS

15 MIN COUNTS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
700-715	89	172	0	0	0	0	0	0	291	223	0	0	21	0	43	0	839
715-730	82	257	0	0	0	0	0	0	267	313	0	0	48	0	120	0	1087
730-745	88	260	0	0	0	0	0	0	242	384	0	0	33	0	95	0	1102
745-800	80	337	0	0	0	0	0	0	202	327	0	0	50	0	139	0	1135
800-815	52	263	0	0	0	0	0	0	254	354	0	0	72	0	103	0	1098
815-830	83	325	0	0	0	0	0	0	218	291	0	0	49	0	76	0	1042
830-845	66	348	0	0	0	0	0	0	226	243	0	0	43	0	65	0	991
845-900	72	310	0	0	0	0	0	0	172	200	0	0	37	0	60	0	851
HOUR TOTALS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
700-800	339	1026	0	0	0	0	0	0	1002	1247	0	0	152	0	397	0	4163
715-815	302	1117	0	0	0	0	0	0	965	1378	0	0	203	0	457	0	4422
730-830	303	1185	0	0	0	0	0	0	916	1356	0	0	204	0	413	0	4377
745-845	281	1273	0	0	0	0	0	0	900	1215	0	0	214	0	383	0	4266
800-900	273	1246	0	0	0	0	0	0	870	1088	0	0	201	0	304	0	3982

PEAK HOUR 715-815



PEDESTRIAN COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
700-715	0	0	0	2	2
715-730	0	0	0	0	0
730-745	0	0	0	1	1
745-800	0	0	0	2	2
800-815	0	0	0	0	0
815-830	0	0	0	3	3
830-845	0	0	0	1	1
845-900	0	0	0	2	2
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
700-800	0	0	0	5	5
715-815	0	0	0	3	3
730-830	0	0	0	6	6
745-845	0	0	0	6	6
800-900	0	0	0	6	6

BICYCLE COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
700-715	0	0	0	1	1
715-730	0	0	0	0	0
730-745	0	0	0	1	1
745-800	0	0	0	0	0
800-815	0	0	0	1	1
815-830	0	0	0	1	1
830-845	0	0	0	1	1
845-900	0	0	0	0	0
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
700-800	0	0	0	2	2
715-815	0	0	0	2	2
730-830	0	0	0	3	3
745-845	0	0	0	3	3
800-900	0	0	0	3	3

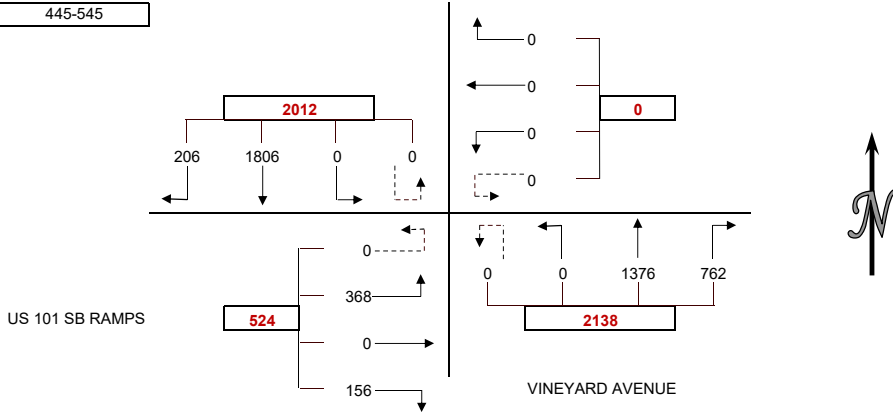
INTERSECTION CAR/PED/BIKE TRAFFIC COUNT RESULTS SUMMARY

CLIENT: GIBSON TRANSPORTATION CONSULTING, INC.
 PROJECT: RIVERPARK TRAFFIC COUNTS
 DATE: WEDNESDAY SEPTEMBER 18, 2019
 PERIOD: 4:00 PM TO 6:00 PM
 INTERSECTION: N/S VINEYARD AVENUE
 E/W US 101 SB RAMPS
 CITY: OXNARD

VEHICLE COUNTS

15 MIN COUNTS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
400-415	59	439	0	0	0	0	0	0	176	274	0	0	35	0	86	0	1069
415-430	62	402	0	0	0	0	0	0	167	316	0	0	42	0	92	0	1081
430-445	45	420	0	0	0	0	0	0	179	295	0	0	28	0	100	0	1067
445-500	56	451	0	0	0	0	0	0	163	294	0	0	32	0	106	0	1102
500-515	47	484	0	0	0	0	0	0	204	333	0	0	42	0	94	0	1204
515-530	46	421	0	0	0	0	0	0	204	385	0	0	48	0	79	0	1183
530-545	57	450	0	0	0	0	0	0	191	364	0	0	34	0	89	0	1185
545-600	48	443	0	0	0	0	0	0	167	318	0	0	34	0	92	0	1102
HOUR TOTALS	1	2	3	3U	4	5	6	6U	7	8	9	9U	10	11	12	12U	TOTAL
PERIOD	SBRT	SBTH	SBLT	SBUT	WBRT	WBTH	WBLT	WBUT	NBRT	NBTH	NBLT	NBUT	EBRT	EBTH	EBLT	EBUT	TOTAL
400-500	222	1712	0	0	0	0	0	0	685	1179	0	0	137	0	384	0	4319
415-515	210	1757	0	0	0	0	0	0	713	1238	0	0	144	0	392	0	4454
430-530	194	1776	0	0	0	0	0	0	750	1307	0	0	150	0	379	0	4556
445-545	206	1806	0	0	0	0	0	0	762	1376	0	0	156	0	368	0	4674
500-600	198	1798	0	0	0	0	0	0	766	1400	0	0	158	0	354	0	4674

PEAK HOUR 445-545



PEDESTRIAN COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
400-415	0	0	0	3	3
415-430	0	0	0	1	1
430-445	0	0	0	2	2
445-500	0	0	0	0	0
500-515	0	0	0	2	2
515-530	0	0	0	1	1
530-545	0	0	0	2	2
545-600	0	0	0	2	2
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
400-500	0	0	0	6	6
415-515	0	0	0	5	5
430-530	0	0	0	5	5
445-545	0	0	0	5	5
500-600	0	0	0	7	7

BICYCLE COUNTS

15 MIN COUNTS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
400-415	0	0	0	1	1
415-430	0	0	0	0	0
430-445	0	0	0	0	0
445-500	0	0	0	1	1
500-515	0	0	0	1	1
515-530	0	0	0	0	0
530-545	0	0	0	0	0
545-600	0	0	0	0	0
HOUR TOTALS	NORTH LEG	EAST LEG	SOUTH LEG	WEST LEG	TOTAL
PERIOD					
400-500	0	0	0	2	2
415-515	0	0	0	2	2
430-530	0	0	0	2	2
445-545	0	0	0	2	2
500-600	0	0	0	1	1

APPROACH SUMMARIES

	NORTH APRCH		EAST APRCH		SOUTH APRCH		WEST APRCH	
	APRCH	EXIT	APRCH	EXIT	APRCH	EXIT	APRCH	EXIT
400-500	1934	1563	0	685	1864	1849	521	222
415-515	1967	1630	0	713	1951	1901	536	210
430-530	1970	1686	0	750	2057	1926	529	194
445-545	2012	1744	0	762	2138	1962	524	206
500-600	1996	1754	0	766	2166	1956	512	198

Attachment B
Level of Service Worksheets

Scenario Report

Scenario: 2019_AM
Command: 2019_AM
Volume: 2019_AM
Geometry: Default Geometry
Impact Fee: Default Impact Fee
Trip Generation: Default Trip Generation
Trip Distribution: Default Trip Distribution
Paths: Default Path
Routes: Default Route
Configuration: Default Configuration

Impact Analysis Report
Level Of Service

Intersection	Base			Future			Change in
	LOS	Del/ Veh	V/ C	LOS	Del/ Veh	V/ C	
# 8 VENTURA RD / TOWN CENTER DR	A	xxxxx	0.513	A	xxxxx	0.513	+ 0.000 V/C
# 9 OXNARD BLVD / TOWN CENTER DR	B	xxxxx	0.660	B	xxxxx	0.660	+ 0.000 V/C
# 10 VINEYARD AVE (SR-232) / RIVER	C	26.2	0.640	C	26.2	0.640	+ 0.000 D/V
# 11 OXNARD BLVD / US-101 NB RAMPS	C	23.9	0.517	C	23.9	0.517	+ 0.000 D/V
# 12 OXNARD BLVD / US 101 SB RAMPS	C	21.4	0.369	C	21.4	0.369	+ 0.000 D/V
# 13 VINEYARD AVE / US-101 NB RAMPS	B	13.4	0.474	B	13.4	0.474	+ 0.000 D/V
# 14 VINEYARD AVE / US-101 SB RAMPS	B	17.2	0.682	B	17.2	0.682	+ 0.000 D/V

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Level Of Service Computation Report
ICU 1(Loss as Cycle Length %) Method (Base Volume Alternative)
*****
Intersection #8 VENTURA RD / TOWN CENTER DR
*****
Cycle (sec):          100          Critical Vol./Cap.(X):          0.513
Loss Time (sec):      10          Average Delay (sec/veh):      xxxxxx
Optimal Cycle:        34          Level Of Service:          A
*****
Approach:      North Bound      South Bound      East Bound      West Bound
Movement:      L - T - R      L - T - R      L - T - R      L - T - R
-----|-----|-----|-----|
Control:      Prot+Permit      Prot+Permit      Split Phase      Split Phase
Rights:      Ignore      Include      Include      Include
Min. Green:      0 0 0      0 0 0      0 0 0      0 0 0
Y+R:      4.0 4.0 4.0      4.0 4.0 4.0      4.0 4.0 4.0      4.0 4.0 4.0
Lanes:      1 0 2 0 1      1 0 1 1 0      0 0 1! 0 0      2 0 1 0 1
-----|-----|-----|-----|
Volume Module:
Base Vol:      44 516 907 268 283 5 1 5 2 255 64 87
Growth Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
Initial Bse: 44 516 907 268 283 5 1 5 2 255 64 87
User Adj: 1.00 1.00 0.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
PHF Adj: 1.00 1.00 0.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
PHF Volume: 44 516 0 268 283 5 1 5 2 255 64 87
Reduct Vol: 0 0 0 0 0 0 0 0 0 0 0 0
Reduced Vol: 44 516 0 268 283 5 1 5 2 255 64 87
PCE Adj: 1.00 1.00 0.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
MLF Adj: 1.00 1.00 0.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
FinalVolume: 44 516 0 268 283 5 1 5 2 255 64 87
-----|-----|-----|-----|
Saturation Flow Module:
Sat/Lane: 1600 1600 1600 1600 1600 1600 1600 1600 1600 1600 1600 1600
Adjustment: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
Lanes: 1.00 2.00 1.00 1.00 1.97 0.03 0.12 0.63 0.25 2.00 1.00 1.00
Final Sat.: 1600 3200 1600 1600 3144 56 200 1000 400 3200 1600 1600
-----|-----|-----|-----|
Capacity Analysis Module:
Vol/Sat: 0.03 0.16 0.00 0.17 0.09 0.09 0.01 0.01 0.01 0.08 0.04 0.05
Crit Moves: **** **** **** ****
*****

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Level Of Service Computation Report
ICU 1(Loss as Cycle Length %) Method (Base Volume Alternative)
*****
Intersection #9 OXNARD BLVD / TOWN CENTER DR
*****
Cycle (sec):      100          Critical Vol./Cap.(X):      0.660
Loss Time (sec):   10          Average Delay (sec/veh):      xxxxxx
Optimal Cycle:     45          Level Of Service:      B
*****
Approach:      North Bound      South Bound      East Bound      West Bound
Movement:      L - T - R      L - T - R      L - T - R      L - T - R
-----|-----|-----|-----|
Control:      Protected      Protected      Split Phase      Split Phase
Rights:      Ovl      Include      Ovl      Ovl
Min. Green:    0 0 0      0 0 0      0 0 0      0 0 0
Y+R:      4.0 4.0 4.0      4.0 4.0 4.0      4.0 4.0 4.0      4.0 4.0 4.0
Lanes:      2 0 2 0 1      1 0 2 0 1      1 1 1 0 2      1 1 1 0 1
-----|-----|-----|-----|
Volume Module:
Base Vol:      321 292 296      13 648 39      44 135 995      150 74 11
Growth Adj:    1.00 1.00 1.00      1.00 1.00 1.00      1.00 1.00 1.00      1.00 1.00 1.00
Initial Bse:    321 292 296      13 648 39      44 135 995      150 74 11
User Adj:      1.00 1.00 1.00      1.00 1.00 1.00      1.00 1.00 1.00      1.00 1.00 1.00
PHF Adj:      1.00 1.00 1.00      1.00 1.00 1.00      1.00 1.00 1.00      1.00 1.00 1.00
PHF Volume:    321 292 296      13 648 39      44 135 995      150 74 11
Reduct Vol:    0 0 0      0 0 0      0 0 0      0 0 0
Reduced Vol:   321 292 296      13 648 39      44 135 995      150 74 11
PCE Adj:      1.00 1.00 1.00      1.00 1.00 1.00      1.00 1.00 1.00      1.00 1.00 1.00
MLF Adj:      1.00 1.00 1.00      1.00 1.00 1.00      1.00 1.00 1.00      1.00 1.00 1.00
FinalVolume:   321 292 296      13 648 39      44 135 995      150 74 11
OvlAdjVol:      221      674      0
-----|-----|-----|-----|
Saturation Flow Module:
Sat/Lane:      1600 1600 1600      1600 1600 1600      1600 1600 1600      1600 1600 1600
Adjustment:    1.00 1.00 1.00      1.00 1.00 1.00      1.00 1.00 1.00      1.00 1.00 1.00
Lanes:      2.00 2.00 1.00      1.00 2.00 1.00      1.00 2.00 2.00      2.00 1.00 1.00
Final Sat.:    3200 3200 1600      1600 3200 1600      1600 3200 3200      3200 1600 1600
-----|-----|-----|-----|
Capacity Analysis Module:
Vol/Sat:      0.10 0.09 0.19      0.01 0.20 0.02      0.03 0.04 0.31      0.05 0.05 0.01
OvlAdjV/S:      0.14      0.21      0.00
Crit Moves:    ****      ****      ****      ****
*****

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Level Of Service Computation Report
2000 HCM Operations Method (Base Volume Alternative)

Intersection #10 VINEYARD AVE (SR-232) / RIVER PARK BLVD

Cycle (sec): 100 Critical Vol./Cap.(X): 0.640
Loss Time (sec): 16 Average Delay (sec/veh): 26.2
Optimal Cycle: 61 Level Of Service: C

Approach:	North Bound			South Bound			East Bound			West Bound			
Movement:	L	T	R	L	T	R	L	T	R	L	T	R	
Control:	Protected			Protected			Split Phase			Split Phase			
Rights:	Include			Include			Ovl			Include			
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0	
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	
Lanes:	2	0	2	1	0	2	1	0	0	2	1	1	0

Volume Module:

Base Vol:	159	1032	468	105	1004	56	46	130	340	243	57	46
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	159	1032	468	105	1004	56	46	130	340	243	57	46
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	159	1032	468	105	1004	56	46	130	340	243	57	46
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	159	1032	468	105	1004	56	46	130	340	243	57	46
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Volume:	159	1032	468	105	1004	56	46	130	340	243	57	46

Saturation Flow Module:

Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.87	0.87	0.95	0.90	0.90	0.99	0.99	0.75	0.96	0.96	0.85
Lanes:	2.00	2.06	0.94	1.00	2.84	0.16	0.26	0.74	2.00	1.62	0.38	1.00
Final Sat.:	3502	3401	1542	1805	4874	272	490	1385	2842	2958	694	1615

Capacity Analysis Module:

Vol/Sat:	0.05	0.30	0.30	0.06	0.21	0.21	0.09	0.09	0.12	0.08	0.08	0.03
Crit Moves:	****			****			****			****		
Green/Cycle:	0.10	0.47	0.47	0.09	0.46	0.46	0.15	0.15	0.25	0.13	0.13	0.13
Volume/Cap:	0.44	0.64	0.64	0.64	0.44	0.44	0.64	0.64	0.48	0.64	0.64	0.22
Uniform Del:	42.2	19.9	19.9	43.9	18.2	18.2	40.2	40.2	32.1	41.4	41.4	39.1
IncrementDel:	0.9	0.6	0.6	8.2	0.1	0.1	5.0	5.0	0.5	3.0	3.0	0.5
InitQueueDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	43.1	20.5	20.5	52.1	18.3	18.3	45.2	45.2	32.6	44.4	44.4	39.6
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	43.1	20.5	20.5	52.1	18.3	18.3	45.2	45.2	32.6	44.4	44.4	39.6
LOS by Move:	D	C	C	D	B	B	D	D	C	D	D	D
HCM2k95thQ:	6	24	24	8	15	15	12	12	11	11	11	3

Note: Queue reported is the number of cars per lane.

Level Of Service Computation Report
2000 HCM Operations Method (Base Volume Alternative)

Intersection #11 OXNARD BLVD / US-101 NB RAMPS

Cycle (sec): 100 Critical Vol./Cap.(X): 0.517
Loss Time (sec): 12 Average Delay (sec/veh): 23.9
Optimal Cycle: 42 Level Of Service: C

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Protected			Permitted			Split Phase			Split Phase		
Rights:	Include			Ignore			Include			Include		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	2	0	2	0	0	4	0	1	0	0	0	0

Volume Module:

Base Vol:	851	526	0	0	557	1255	0	0	0	125	0	385
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	851	526	0	0	557	1255	0	0	0	125	0	385
User Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	851	526	0	0	557	0	0	0	0	125	0	385
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	851	526	0	0	557	0	0	0	0	125	0	385
PCE Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	851	526	0	0	557	0	0	0	0	125	0	385

Saturation Flow Module:

Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.95	1.00	1.00	0.91	1.00	1.00	1.00	1.00	0.88	1.00	0.88
Lanes:	2.00	2.00	0.00	0.00	4.00	1.00	0.00	0.00	0.00	1.25	0.00	1.75
Final Sat.:	3502	3610	0	0	6916	1900	0	0	0	2073	0	2922

Capacity Analysis Module:

Vol/Sat:	0.24	0.15	0.00	0.00	0.08	0.00	0.00	0.00	0.00	0.06	0.00	0.13
Crit Moves:	****				****							****
Green/Cycle:	0.47	0.63	0.00	0.00	0.16	0.00	0.00	0.00	0.00	0.25	0.00	0.25
Volume/Cap:	0.52	0.23	0.00	0.00	0.52	0.00	0.00	0.00	0.00	0.24	0.00	0.52
Uniform Del:	18.6	8.2	0.0	0.0	38.8	0.0	0.0	0.0	0.0	29.6	0.0	32.0
IncrcmntDel:	0.3	0.1	0.0	0.0	0.4	0.0	0.0	0.0	0.0	0.1	0.0	0.5
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00
Delay/Veh:	18.9	8.3	0.0	0.0	39.2	0.0	0.0	0.0	0.0	29.6	0.0	32.5
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	18.9	8.3	0.0	0.0	39.2	0.0	0.0	0.0	0.0	29.6	0.0	32.5
LOS by Move:	B	A	A	A	D	A	A	A	A	C	A	C
HCM2k95thQ:	18	7	0	0	10	0	0	0	0	5	0	12

Note: Queue reported is the number of cars per lane.

Level Of Service Computation Report
2000 HCM Operations Method (Base Volume Alternative)

Intersection #12 OXNARD BLVD / US 101 SB RAMPS

Cycle (sec): 100 Critical Vol./Cap.(X): 0.369
Loss Time (sec): 12 Average Delay (sec/veh): 21.4
Optimal Cycle: 34 Level Of Service: C

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Permitted			Protected			Split Phase			Split Phase		
Rights:	Ignore			Include			Ignore			Include		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	0	0	4	0	1		2	0	2	0	0	0

Volume Module:

Base Vol:	0	1068	111	311	358	0	286	0	838	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	1068	111	311	358	0	286	0	838	0	0	0
User Adj:	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Volume:	0	1068	0	311	358	0	286	0	0	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	1068	0	311	358	0	286	0	0	0	0	0
PCE Adj:	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
FinalVolume:	0	1068	0	311	358	0	286	0	0	0	0	0

Saturation Flow Module:

Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	1.00	0.91	1.00	0.92	0.95	1.00	0.92	1.00	1.00	1.00	1.00	1.00
Lanes:	0.00	4.00	1.00	2.00	2.00	0.00	2.00	0.00	1.00	0.00	0.00	0.00
Final Sat.:	0	6916	1900	3502	3610	0	3502	0	1900	0	0	0

Capacity Analysis Module:

Vol/Sat:	0.00	0.15	0.00	0.09	0.10	0.00	0.08	0.00	0.00	0.00	0.00	0.00
Crit Moves:	****			****			****					
Green/Cycle:	0.00	0.42	0.00	0.24	0.66	0.00	0.22	0.00	0.00	0.00	0.00	0.00
Volume/Cap:	0.00	0.37	0.00	0.37	0.15	0.00	0.37	0.00	0.00	0.00	0.00	0.00
Uniform Del:	0.0	20.0	0.0	31.7	6.5	0.0	33.0	0.0	0.0	0.0	0.0	0.0
IncrcmntDel:	0.0	0.1	0.0	0.3	0.0	0.0	0.3	0.0	0.0	0.0	0.0	0.0
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	0.00	1.00	0.00	1.00	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00
Delay/Veh:	0.0	20.1	0.0	31.9	6.5	0.0	33.3	0.0	0.0	0.0	0.0	0.0
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	20.1	0.0	31.9	6.5	0.0	33.3	0.0	0.0	0.0	0.0	0.0
LOS by Move:	A	C	A	C	A	A	C	A	A	A	A	A
HCM2k95thQ:	0	12	0	8	4	0	8	0	0	0	0	0

Note: Queue reported is the number of cars per lane.

Level Of Service Computation Report
2000 HCM Operations Method (Base Volume Alternative)

Intersection #13 VINEYARD AVE / US-101 NB RAMPS

Cycle (sec): 100 Critical Vol./Cap.(X): 0.474
Loss Time (sec): 8 Average Delay (sec/veh): 13.4
Optimal Cycle: 30 Level Of Service: B

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Permitted			Permitted			Split Phase			Split Phase		
Rights:	Ignore			Ignore			Include			Include		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	0	0	3	0	1		0	0	3	0	1	

Volume Module:

Base Vol:	0	1497	249	0	1147	436	0	0	0	336	0	238
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	1497	249	0	1147	436	0	0	0	336	0	238
User Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	1497	0	0	1147	0	0	0	0	336	0	238
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	1497	0	0	1147	0	0	0	0	336	0	238
PCE Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	1497	0	0	1147	0	0	0	0	336	0	238

Saturation Flow Module:

Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	1.00	0.91	1.00	1.00	0.91	1.00	1.00	1.00	1.00	0.92	1.00	0.85
Lanes:	0.00	3.00	1.00	0.00	3.00	1.00	0.00	0.00	0.00	2.00	0.00	1.00
Final Sat.:	0	5187	1900	0	5187	1900	0	0	0	3502	0	1615

Capacity Analysis Module:

Vol/Sat:	0.00	0.29	0.00	0.00	0.22	0.00	0.00	0.00	0.00	0.10	0.00	0.15
Crit Moves:	****											
Green/Cycle:	0.00	0.61	0.00	0.00	0.61	0.00	0.00	0.00	0.00	0.31	0.00	0.31
Volume/Cap:	0.00	0.47	0.00	0.00	0.36	0.00	0.00	0.00	0.00	0.31	0.00	0.47
Uniform Del:	0.0	10.7	0.0	0.0	9.8	0.0	0.0	0.0	0.0	26.3	0.0	27.8
IncrcmntDel:	0.0	0.1	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.2	0.0	0.7
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	0.00	1.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00
Delay/Veh:	0.0	10.9	0.0	0.0	9.9	0.0	0.0	0.0	0.0	26.4	0.0	28.5
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	10.9	0.0	0.0	9.9	0.0	0.0	0.0	0.0	26.4	0.0	28.5
LOS by Move:	A	B	A	A	A	A	A	A	A	C	A	C
HCM2k95thQ:	0	17	0	0	12	0	0	0	0	8	0	12

Note: Queue reported is the number of cars per lane.

Level Of Service Computation Report
2000 HCM Operations Method (Base Volume Alternative)

Intersection #14 VINEYARD AVE / US-101 SB RAMPS

Cycle (sec): 100 Critical Vol./Cap.(X): 0.682
Loss Time (sec): 8 Average Delay (sec/veh): 17.2
Optimal Cycle: 46 Level Of Service: B

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Permitted			Permitted			Split Phase			Split Phase		
Rights:	Ignore			Ignore			Include			Include		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	0	0	2	0	1		0	0	3	0	1	
	0	0	2	0	1		1	0	1	0	0	

Volume Module:

Base Vol:	0	1378	965	0	1117	302	457	0	203	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	1378	965	0	1117	302	457	0	203	0	0	0
User Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	1378	0	0	1117	0	457	0	203	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	1378	0	0	1117	0	457	0	203	0	0	0
PCE Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	1378	0	0	1117	0	457	0	203	0	0	0

Saturation Flow Module:

Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	1.00	0.95	1.00	1.00	0.91	1.00	0.92	1.00	0.92	1.00	1.00	1.00
Lanes:	0.00	2.00	1.00	0.00	3.00	1.00	1.53	0.00	0.47	0.00	0.00	0.00
Final Sat.:	0	3610	1900	0	5187	1900	2681	0	825	0	0	0

Capacity Analysis Module:

Vol/Sat:	0.00	0.38	0.00	0.00	0.22	0.00	0.17	0.00	0.25	0.00	0.00	0.00
Crit Moves:	****						****					
Green/Cycle:	0.00	0.56	0.00	0.00	0.56	0.00	0.36	0.00	0.36	0.00	0.00	0.00
Volume/Cap:	0.00	0.68	0.00	0.00	0.39	0.00	0.47	0.00	0.68	0.00	0.00	0.00
Uniform Del:	0.0	15.7	0.0	0.0	12.4	0.0	24.6	0.0	27.1	0.0	0.0	0.0
IncrcmntDel:	0.0	1.0	0.0	0.0	0.1	0.0	0.3	0.0	2.0	0.0	0.0	0.0
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	0.00	1.00	0.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	0.00	0.00
Delay/Veh:	0.0	16.7	0.0	0.0	12.5	0.0	24.9	0.0	29.1	0.0	0.0	0.0
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	16.7	0.0	0.0	12.5	0.0	24.9	0.0	29.1	0.0	0.0	0.0
LOS by Move:	A	B	A	A	B	A	C	A	C	A	A	A
HCM2k95thQ:	0	29	0	0	13	0	14	0	22	0	0	0

Note: Queue reported is the number of cars per lane.

Scenario Report

Scenario: 2019_PM
Command: 2019_PM
Volume: 2019_PM
Geometry: Default Geometry
Impact Fee: Default Impact Fee
Trip Generation: Default Trip Generation
Trip Distribution: Default Trip Distribution
Paths: Default Path
Routes: Default Route
Configuration: Default Configuration

Impact Analysis Report
Level Of Service

Intersection	Base			Future			Change in
	LOS	Del/ Veh	V/ C	LOS	Del/ Veh	V/ C	
# 8 VENTURA RD / TOWN CENTER DR	A	xxxxx	0.525	A	xxxxx	0.525	+ 0.000 V/C
# 9 OXNARD BLVD / TOWN CENTER DR	A	xxxxx	0.563	A	xxxxx	0.563	+ 0.000 V/C
# 10 VINEYARD AVE (SR-232) / RIVER	C	29.0	0.630	C	29.0	0.630	+ 0.000 D/V
# 11 OXNARD BLVD / US-101 NB RAMPS	C	26.0	0.597	C	26.0	0.597	+ 0.000 D/V
# 12 OXNARD BLVD / US 101 SB RAMPS	C	22.4	0.442	C	22.4	0.442	+ 0.000 D/V
# 13 VINEYARD AVE / US-101 NB RAMPS	B	14.1	0.471	B	14.1	0.471	+ 0.000 D/V
# 14 VINEYARD AVE / US-101 SB RAMPS	B	14.7	0.625	B	14.7	0.625	+ 0.000 D/V

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Level Of Service Computation Report
ICU 1(Loss as Cycle Length %) Method (Base Volume Alternative)
*****
Intersection #8 VENTURA RD / TOWN CENTER DR
*****
Cycle (sec):          100          Critical Vol./Cap.(X):          0.525
Loss Time (sec):      10          Average Delay (sec/veh):      xxxxxx
Optimal Cycle:        35          Level Of Service:          A
*****
Approach:      North Bound      South Bound      East Bound      West Bound
Movement:      L - T - R      L - T - R      L - T - R      L - T - R
-----|-----|-----|-----|
Control:        Prot+Permit      Prot+Permit      Split Phase      Split Phase
Rights:         Ignore          Include          Include          Include
Min. Green:     0    0    0      0    0    0      0    0    0      0    0    0
Y+R:            4.0  4.0  4.0      4.0  4.0  4.0      4.0  4.0  4.0      4.0  4.0  4.0
Lanes:          1  0  2  0  1      1  0  1  1  0      0  0  1! 0  0      2  0  1  0  1
-----|-----|-----|-----|
Volume Module:
Base Vol:       7  423  630  155  336  2    4  52  5  506  13  29
Growth Adj:    1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
Initial Bse:    7  423  630  155  336  2    4  52  5  506  13  29
User Adj:      1.00 1.00 0.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
PHF Adj:       1.00 1.00 0.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
PHF Volume:    7  423  0  155  336  2    4  52  5  506  13  29
Reduct Vol:    0    0    0    0    0    0    0    0    0    0    0    0
Reduced Vol:   7  423  0  155  336  2    4  52  5  506  13  29
PCE Adj:       1.00 1.00 0.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
MLF Adj:       1.00 1.00 0.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
FinalVolume:   7  423  0  155  336  2    4  52  5  506  13  29
-----|-----|-----|-----|
Saturation Flow Module:
Sat/Lane:      1600 1600 1600 1600 1600 1600 1600 1600 1600 1600 1600 1600
Adjustment:    1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
Lanes:         1.00 2.00 1.00 1.00 1.99 0.01 0.07 0.85 0.08 2.00 1.00 1.00
Final Sat.:    1600 3200 1600 1600 3181 19 105 1364 131 3200 1600 1600
-----|-----|-----|-----|
Capacity Analysis Module:
Vol/Sat:       0.00 0.13 0.00 0.10 0.11 0.11 0.04 0.04 0.04 0.16 0.01 0.02
Crit Moves:    ****          ****          ****          ****
*****

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Level Of Service Computation Report
ICU 1(Loss as Cycle Length %) Method (Base Volume Alternative)
*****
Intersection #9 OXNARD BLVD / TOWN CENTER DR
*****
Cycle (sec):          100          Critical Vol./Cap.(X):          0.563
Loss Time (sec):       10          Average Delay (sec/veh):          xxxxxx
Optimal Cycle:         37          Level Of Service:          A
*****
Approach:      North Bound      South Bound      East Bound      West Bound
Movement:      L - T - R      L - T - R      L - T - R      L - T - R
-----|-----|-----|-----|
Control:        Protected      Protected      Split Phase      Split Phase
Rights:          Ov1           Include       Ov1             Ov1
Min. Green:      0   0   0       0   0   0       0   0   0       0   0   0
Y+R:            4.0  4.0  4.0     4.0  4.0  4.0     4.0  4.0  4.0     4.0  4.0  4.0
Lanes:          2  0  2  0  1     1  0  2  0  1     1  1  1  0  2     1  1  1  0  1
-----|-----|-----|-----|
Volume Module:
Base Vol:       334  648  506      15  446  58      84  174  589  445  142  22
Growth Adj:     1.00 1.00  1.00     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    334  648  506      15  446  58      84  174  589  445  142  22
User Adj:       1.00 1.00  1.00     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:        1.00 1.00  1.00     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Volume:     334  648  506      15  446  58      84  174  589  445  142  22
Reduct Vol:      0   0   0         0   0   0         0   0   0         0   0   0
Reduced Vol:    334  648  506      15  446  58      84  174  589  445  142  22
PCE Adj:        1.00 1.00  1.00     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:        1.00 1.00  1.00     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:    334  648  506      15  446  58      84  174  589  445  142  22
OvlAdjVol:              283              255              7
-----|-----|-----|-----|
Saturation Flow Module:
Sat/Lane:       1600 1600  1600  1600 1600  1600  1600 1600  1600  1600 1600  1600
Adjustment:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:          2.00 2.00  1.00  1.00 2.00  1.00  1.00 2.00  2.00  2.00 1.00  1.00
Final Sat.:     3200 3200  1600  1600 3200  1600  1600 3200  3200  3200 1600  1600
-----|-----|-----|-----|
Capacity Analysis Module:
Vol/Sat:        0.10 0.20  0.32  0.01 0.14  0.04  0.05 0.05  0.18  0.14 0.09  0.01
OvlAdjV/S:              0.18              0.08              0.00
Crit Moves:     ****              ****              ****  ****
*****

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Level Of Service Computation Report
2000 HCM Operations Method (Base Volume Alternative)

Intersection #10 VINEYARD AVE (SR-232) / RIVER PARK BLVD

Cycle (sec): 100 Critical Vol./Cap.(X): 0.630
Loss Time (sec): 16 Average Delay (sec/veh): 29.0
Optimal Cycle: 60 Level Of Service: C

Approach:	North Bound			South Bound			East Bound			West Bound			
Movement:	L	T	R	L	T	R	L	T	R	L	T	R	
Control:	Protected			Protected			Split Phase			Split Phase			
Rights:	Include			Include			Ovl			Include			
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0	
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	
Lanes:	2	0	2	1	0	2	1	0	0	2	1	1	0

Volume Module:

Base Vol:	346	956	239	49	1077	78	49	97	385	352	113	110
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	346	956	239	49	1077	78	49	97	385	352	113	110
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	346	956	239	49	1077	78	49	97	385	352	113	110
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	346	956	239	49	1077	78	49	97	385	352	113	110
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Volume:	346	956	239	49	1077	78	49	97	385	352	113	110

Saturation Flow Module:

Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.88	0.88	0.95	0.90	0.90	0.98	0.98	0.75	0.96	0.96	0.85
Lanes:	2.00	2.40	0.60	1.00	2.80	0.20	0.34	0.66	2.00	1.51	0.49	1.00
Final Sat.:	3502	4025	1006	1805	4788	347	627	1241	2842	2773	890	1615

Capacity Analysis Module:

Vol/Sat:	0.10	0.24	0.24	0.03	0.22	0.22	0.08	0.08	0.14	0.13	0.13	0.07
Crit Moves:	****			****			****			****		
Green/Cycle:	0.16	0.46	0.46	0.05	0.36	0.36	0.12	0.12	0.28	0.20	0.20	0.20
Volume/Cap:	0.63	0.51	0.51	0.51	0.63	0.63	0.63	0.63	0.48	0.63	0.63	0.34
Uniform Del:	39.4	19.0	19.0	46.1	26.6	26.6	41.6	41.6	29.9	36.5	36.5	34.2
IncrementDel:	2.3	0.2	0.2	4.8	0.7	0.7	5.5	5.5	0.5	1.8	1.8	0.6
InitQueueDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	41.8	19.2	19.2	50.9	27.4	27.4	47.1	47.1	30.3	38.3	38.3	34.8
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	41.8	19.2	19.2	50.9	27.4	27.4	47.1	47.1	30.3	38.3	38.3	34.8
LOS by Move:	D	B	B	D	C	C	D	D	C	D	D	C
DesignQueue:	9	14	14	3	16	16	7	7	9	11	11	5

Note: Queue reported is the number of cars per lane.

Level Of Service Computation Report
2000 HCM Operations Method (Base Volume Alternative)

Intersection #11 OXNARD BLVD / US-101 NB RAMPS

Cycle (sec): 100 Critical Vol./Cap.(X): 0.597
Loss Time (sec): 12 Average Delay (sec/veh): 26.0
Optimal Cycle: 48 Level Of Service: C

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Protected			Permitted			Split Phase			Split Phase		
Rights:	Include			Ignore			Include			Include		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	2	0	2	0	0	4	0	1	0	0	0	0

Volume Module:

Base Vol:	758	912	0	0	637	839	0	0	0	209	0	631
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	758	912	0	0	637	839	0	0	0	209	0	631
User Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	758	912	0	0	637	0	0	0	0	209	0	631
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	758	912	0	0	637	0	0	0	0	209	0	631
PCE Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	758	912	0	0	637	0	0	0	0	209	0	631

Saturation Flow Module:

Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.95	1.00	1.00	0.91	1.00	1.00	1.00	1.00	0.88	1.00	0.88
Lanes:	2.00	2.00	0.00	0.00	4.00	1.00	0.00	0.00	0.00	1.25	0.00	1.75
Final Sat.:	3502	3610	0	0	6916	1900	0	0	0	2079	0	2916

Capacity Analysis Module:

Vol/Sat:	0.22	0.25	0.00	0.00	0.09	0.00	0.00	0.00	0.00	0.10	0.00	0.22
Crit Moves:	****			****								****
Green/Cycle:	0.36	0.52	0.00	0.00	0.15	0.00	0.00	0.00	0.00	0.36	0.00	0.36
Volume/Cap:	0.60	0.49	0.00	0.00	0.60	0.00	0.00	0.00	0.00	0.28	0.00	0.60
Uniform Del:	25.9	15.6	0.0	0.0	39.4	0.0	0.0	0.0	0.0	22.6	0.0	25.9
IncrcmntDel:	0.8	0.2	0.0	0.0	0.9	0.0	0.0	0.0	0.0	0.1	0.0	0.7
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00
Delay/Veh:	26.7	15.8	0.0	0.0	40.3	0.0	0.0	0.0	0.0	22.6	0.0	26.6
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	26.7	15.8	0.0	0.0	40.3	0.0	0.0	0.0	0.0	22.6	0.0	26.6
LOS by Move:	C	B	A	A	D	A	A	A	A	C	A	C
DesignQueue:	15	14	0	0	8	0	0	0	0	6	0	13

Note: Queue reported is the number of cars per lane.

Level Of Service Computation Report
2000 HCM Operations Method (Base Volume Alternative)

Intersection #12 OXNARD BLVD / US 101 SB RAMPS

Cycle (sec): 100 Critical Vol./Cap.(X): 0.442
Loss Time (sec): 12 Average Delay (sec/veh): 22.4
Optimal Cycle: 37 Level Of Service: C

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Permitted			Protected			Split Phase			Split Phase		
Rights:	Ignore			Include			Ignore			Include		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	0	0	4	0	1		2	0	2	0	0	

Volume Module:

Base Vol:	0	1209	147	320	547	0	429	0	1073	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	1209	147	320	547	0	429	0	1073	0	0	0
User Adj:	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
PHF Volume:	0	1209	0	320	547	0	429	0	0	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	1209	0	320	547	0	429	0	0	0	0	0
PCE Adj:	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
FinalVolume:	0	1209	0	320	547	0	429	0	0	0	0	0

Saturation Flow Module:

Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	1.00	0.91	1.00	0.92	0.95	1.00	0.92	1.00	1.00	1.00	1.00	1.00
Lanes:	0.00	4.00	1.00	2.00	2.00	0.00	2.00	0.00	1.00	0.00	0.00	0.00
Final Sat.:	0	6916	1900	3502	3610	0	3502	0	1900	0	0	0

Capacity Analysis Module:

Vol/Sat:	0.00	0.17	0.00	0.09	0.15	0.00	0.12	0.00	0.00	0.00	0.00	0.00
Crit Moves:	****			****			****					
Green/Cycle:	0.00	0.40	0.00	0.21	0.60	0.00	0.28	0.00	0.00	0.00	0.00	0.00
Volume/Cap:	0.00	0.44	0.00	0.44	0.25	0.00	0.44	0.00	0.00	0.00	0.00	0.00
Uniform Del:	0.0	22.1	0.0	34.6	9.3	0.0	29.8	0.0	0.0	0.0	0.0	0.0
IncramntDel:	0.0	0.1	0.0	0.4	0.1	0.0	0.3	0.0	0.0	0.0	0.0	0.0
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	0.00	1.00	0.00	1.00	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00
Delay/Veh:	0.0	22.2	0.0	35.0	9.4	0.0	30.1	0.0	0.0	0.0	0.0	0.0
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	22.2	0.0	35.0	9.4	0.0	30.1	0.0	0.0	0.0	0.0	0.0
LOS by Move:	A	C	A	D	A	A	C	A	A	A	A	A
DesignQueue:	0	12	0	7	7	0	9	0	0	0	0	0

Note: Queue reported is the number of cars per lane.

Level Of Service Computation Report
2000 HCM Operations Method (Base Volume Alternative)

Intersection #13 VINEYARD AVE / US-101 NB RAMPS

Cycle (sec): 100 Critical Vol./Cap.(X): 0.471
Loss Time (sec): 8 Average Delay (sec/veh): 14.1
Optimal Cycle: 30 Level Of Service: B

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Permitted			Permitted			Split Phase			Split Phase		
Rights:	Ignore			Ignore			Include			Include		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	0	0	3	0	1		0	0	3	0	1	

Volume Module:

Base Vol:	0	1373	285	0	1499	338	0	0	0	506	0	232
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	1373	285	0	1499	338	0	0	0	506	0	232
User Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	1373	0	0	1499	0	0	0	0	506	0	232
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	1373	0	0	1499	0	0	0	0	506	0	232
PCE Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	1373	0	0	1499	0	0	0	0	506	0	232

Saturation Flow Module:

Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	1.00	0.91	1.00	1.00	0.91	1.00	1.00	1.00	1.00	0.92	1.00	0.85
Lanes:	0.00	3.00	1.00	0.00	3.00	1.00	0.00	0.00	0.00	2.00	0.00	1.00
Final Sat.:	0	5187	1900	0	5187	1900	0	0	0	3502	0	1615

Capacity Analysis Module:

Vol/Sat:	0.00	0.26	0.00	0.00	0.29	0.00	0.00	0.00	0.00	0.14	0.00	0.14
Crit Moves:					****					****		
Green/Cycle:	0.00	0.61	0.00	0.00	0.61	0.00	0.00	0.00	0.00	0.31	0.00	0.31
Volume/Cap:	0.00	0.43	0.00	0.00	0.47	0.00	0.00	0.00	0.00	0.47	0.00	0.47
Uniform Del:	0.0	10.2	0.0	0.0	10.5	0.0	0.0	0.0	0.0	28.1	0.0	28.1
IncrcmntDel:	0.0	0.1	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.3	0.0	0.7
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	0.00	1.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00
Delay/Veh:	0.0	10.3	0.0	0.0	10.6	0.0	0.0	0.0	0.0	28.4	0.0	28.8
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	10.3	0.0	0.0	10.6	0.0	0.0	0.0	0.0	28.4	0.0	28.8
LOS by Move:	A	B	A	A	B	A	A	A	A	C	A	C
DesignQueue:	0	12	0	0	13	0	0	0	0	10	0	9

Note: Queue reported is the number of cars per lane.

Level Of Service Computation Report
2000 HCM Operations Method (Base Volume Alternative)

Intersection #14 VINEYARD AVE / US-101 SB RAMPS

Cycle (sec): 100 Critical Vol./Cap.(X): 0.625
Loss Time (sec): 8 Average Delay (sec/veh): 14.7
Optimal Cycle: 40 Level Of Service: B

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Permitted			Permitted			Split Phase			Split Phase		
Rights:	Ignore			Ignore			Include			Include		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	0	0	2	0	1		0	0	3	0	1	
	0	0	2	0	1		1	0	1	0	0	

Volume Module:

Base Vol:	0	1376	762	0	1806	206	368	0	156	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	1376	762	0	1806	206	368	0	156	0	0	0
User Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	1376	0	0	1806	0	368	0	156	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	1376	0	0	1806	0	368	0	156	0	0	0
PCE Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	1376	0	0	1806	0	368	0	156	0	0	0

Saturation Flow Module:

Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	1.00	0.95	1.00	1.00	0.91	1.00	0.92	1.00	0.92	1.00	1.00	1.00
Lanes:	0.00	2.00	1.00	0.00	3.00	1.00	1.54	0.00	0.46	0.00	0.00	0.00
Final Sat.:	0	3610	1900	0	5187	1900	2701	0	804	0	0	0

Capacity Analysis Module:

Vol/Sat:	0.00	0.38	0.00	0.00	0.35	0.00	0.14	0.00	0.19	0.00	0.00	0.00
Crit Moves:	****						****					
Green/Cycle:	0.00	0.61	0.00	0.00	0.61	0.00	0.31	0.00	0.31	0.00	0.00	0.00
Volume/Cap:	0.00	0.63	0.00	0.00	0.57	0.00	0.44	0.00	0.63	0.00	0.00	0.00
Uniform Del:	0.0	12.3	0.0	0.0	11.7	0.0	27.5	0.0	29.5	0.0	0.0	0.0
IncrcmntDel:	0.0	0.6	0.0	0.0	0.3	0.0	0.3	0.0	1.5	0.0	0.0	0.0
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	0.00	1.00	0.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	0.00	0.00
Delay/Veh:	0.0	12.9	0.0	0.0	11.9	0.0	27.8	0.0	31.0	0.0	0.0	0.0
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	12.9	0.0	0.0	11.9	0.0	27.8	0.0	31.0	0.0	0.0	0.0
LOS by Move:	A	B	A	A	B	A	C	A	C	A	A	A
DesignQueue:	0	17	0	0	16	0	9	0	14	0	0	0

Note: Queue reported is the number of cars per lane.

DEVELOPMENT SCENARIO COMPARATIVE SUMMARY

TRIP GENERATION ESTIMATES - OXNARD RIVERPARK SPECIFIC PLAN AMENDMENT 2021

TRIP GENERATION RATES										
Source (Oxnard Traffic Model)	Land Use No.	Land Use Description	Rate	Daily	Morning Peak Hour			Afternoon Peak Hour		
					In	Out	Total	In	Out	Total
ITE (Apartment)	3	Apartment	du	6.72	20%	80%	0.51	65%	35%	0.62
ITE (Shopping Center)	9	Regional Commercial	ksf	30.00	61%	39%	0.72	48%	52%	2.61

TRIP GENERATION ESTIMATES										
Development Scenarios	Land Use No.	Land Use Description	Size	Daily	Morning Peak Hour			Afternoon Peak Hour		
					In	Out	Total	In	Out	Total
<u>Scenario 1 - Districts B, C, & D</u>	3	Apartment	1,025 du	6,888	105	418	523	413	223	636
	9	Regional Commercial	-562.247 ksf	<u>-16,867</u>	<u>-247</u>	<u>-158</u>	<u>-405</u>	<u>-704</u>	<u>-763</u>	<u>-1,467</u>
				-9,979	-142	260	118	-291	-540	-831
<u>Scenario 2 - Districts B & C</u>	3	Apartment	613 du	4,119	63	250	313	247	133	380
	9	Regional Commercial	-336.377 ksf	<u>-10,091</u>	<u>-148</u>	<u>-94</u>	<u>-242</u>	<u>-421</u>	<u>-457</u>	<u>-878</u>
				-5,972	-85	156	71	-174	-324	-498
<u>Scenario 3 - Districts C & D</u>	3	Apartment	692 du	4,650	71	282	353	278	151	429
	9	Regional Commercial	-379.727 ksf	<u>-11,392</u>	<u>-167</u>	<u>-106</u>	<u>-273</u>	<u>-475</u>	<u>-516</u>	<u>-991</u>
				-6,742	-96	176	80	-197	-365	-562
<u>Scenario 4 - Districts B & D</u>	3	Apartment	745 du	5,006	76	304	380	300	162	462
	9	Regional Commercial	-408.810 ksf	<u>-12,264</u>	<u>-179</u>	<u>-115</u>	<u>-294</u>	<u>-512</u>	<u>-555</u>	<u>-1,067</u>
				-7,258	-103	189	86	-212	-393	-605
<u>Scenario 5 - District B</u>	3	Apartment	333 du	2,238	34	136	170	133	73	206
	9	Regional Commercial	-182.730 ksf	<u>-5,482</u>	<u>-81</u>	<u>-51</u>	<u>-132</u>	<u>-228</u>	<u>-249</u>	<u>-477</u>
				-3,244	-47	85	38	-95	-176	-271
<u>Scenario 6 - District C</u>	3	Apartment	280 du	1,882	29	114	143	113	61	174
	9	Regional Commercial	-153.647 ksf	<u>-4,609</u>	<u>-68</u>	<u>-43</u>	<u>-111</u>	<u>-192</u>	<u>-209</u>	<u>-401</u>
				-2,727	-39	71	32	-79	-148	-227
<u>Scenario 7 - Districts D</u>	3	Apartment	412 du	2,769	42	168	210	165	90	255
	9	Regional Commercial	-266.080 ksf	<u>-7,982</u>	<u>-117</u>	<u>-75</u>	<u>-192</u>	<u>-333</u>	<u>-361</u>	<u>-694</u>
				-5,213	-75	93	18	-168	-271	-439



APPENDIX B

Air Emissions Calculations

Adopted Specific Plan

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

RiverPark Adopted Specific Plan

Ventura County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	421.00	1000sqft	9.66	421,000.00	0
Government Office Building	19.00	1000sqft	0.44	19,000.00	0
Elementary School	1,683.00	Student	3.23	140,704.47	0
General Light Industry	8.00	1000sqft	0.18	8,000.00	0
Other Non-Asphalt Surfaces	226.00	Acre	226.00	9,844,560.00	0
City Park	43.50	Acre	43.50	1,894,860.00	0
Hotel	320.00	Room	10.67	464,640.00	0
Apartments Low Rise	880.00	Dwelling Unit	55.00	880,000.00	2693
Condo/Townhouse	1,102.00	Dwelling Unit	68.88	1,102,000.00	3372
Single Family Housing	823.00	Dwelling Unit	248.31	1,481,400.00	2518
Regional Shopping Center	1,574.00	1000sqft	36.13	1,574,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.6	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2030
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	390.98	CH4 Intensity (lb/MWhr)	0.033	N2O Intensity (lb/MWhr)	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Land Use - Based on Traffic Study Adopted Specific Plan land uses. Specific Plan area is 702 acres.

Construction Phase - Estimated construction assumption.

Grading -

Architectural Coating - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Vehicle Trips - Based on Traffic Study

Woodstoves - No woodstoves, no fireplace

Area Coating - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Construction Off-road Equipment Mitigation - Assumed VCAPCD Rule 55 dust control measures.

Area Mitigation - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Water Mitigation -

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Nonresidential_Interior	100.00	50.00
tblArchitecturalCoating	EF_Residential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Residential_Interior	75.00	50.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	100	50
tblAreaCoating	Area_EF_Nonresidential_Interior	100	50
tblAreaCoating	Area_EF_Residential_Exterior	100	50
tblAreaCoating	Area_EF_Residential_Interior	75	50
tblConstDustMitigation	WaterUnpavedRoadVehicleSpeed	0	15
tblConstructionPhase	NumDays	880.00	110.00
tblConstructionPhase	NumDays	12,400.00	1,550.00
tblConstructionPhase	NumDays	1,240.00	155.00
tblConstructionPhase	NumDays	880.00	110.00
tblConstructionPhase	NumDays	480.00	60.00
tblFireplaces	NumberNoFireplace	880.00	0.00
tblFireplaces	NumberNoFireplace	1,102.00	0.00

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblFireplaces	NumberNoFireplace	823.00	0.00
tblLandUse	LotAcreage	267.21	248.31
tblVehicleTrips	ST_TR	8.14	7.47
tblVehicleTrips	ST_TR	1.96	5.73
tblVehicleTrips	ST_TR	8.14	8.90
tblVehicleTrips	ST_TR	1.99	2.61
tblVehicleTrips	ST_TR	2.21	3.06
tblVehicleTrips	ST_TR	8.19	8.00
tblVehicleTrips	ST_TR	46.12	37.70
tblVehicleTrips	ST_TR	9.54	9.67
tblVehicleTrips	SU_TR	6.28	5.77
tblVehicleTrips	SU_TR	2.19	6.40
tblVehicleTrips	SU_TR	6.28	6.86
tblVehicleTrips	SU_TR	5.00	6.55
tblVehicleTrips	SU_TR	0.70	0.97
tblVehicleTrips	SU_TR	5.95	5.81
tblVehicleTrips	SU_TR	21.10	17.25
tblVehicleTrips	SU_TR	8.55	8.67
tblVehicleTrips	WD_TR	7.32	6.72
tblVehicleTrips	WD_TR	0.78	2.28
tblVehicleTrips	WD_TR	7.32	8.00
tblVehicleTrips	WD_TR	1.89	1.29
tblVehicleTrips	WD_TR	4.96	6.50
tblVehicleTrips	WD_TR	9.74	13.50
tblVehicleTrips	WD_TR	22.59	30.00
tblVehicleTrips	WD_TR	8.36	8.17
tblVehicleTrips	WD_TR	37.75	30.86
tblVehicleTrips	WD_TR	9.44	9.57

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.0 Emissions Summary**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					
2022	3.6867	38.8834	29.5975	0.0635	19.8049	1.6358	21.4183	10.1417	1.5050	11.6260	0.0000	6,158.7443	6,158.7443	1.9489	4.0400e-003	6,208.6698
2023	25.9473	128.4150	245.9882	1.0483	80.0364	1.6339	81.6703	21.6349	1.5400	23.1749	0.0000	110,111.5182	110,111.5182	4.3932	9.3988	113,022.1762
2024	24.3560	125.6197	232.5838	1.0239	80.0373	1.5347	81.5720	21.6353	1.4467	23.0820	0.0000	108,058.4491	108,058.4491	4.3036	9.1816	110,902.1508
2025	22.9105	122.3277	220.5586	0.9966	80.0382	1.4344	81.4727	21.6356	1.3527	22.9883	0.0000	105,785.1879	105,785.1879	4.2315	8.9511	108,558.4108
2026	21.7126	120.1060	210.4778	0.9714	80.0392	1.4166	81.4558	21.6359	1.3362	22.9721	0.0000	103,606.1109	103,606.1109	4.1787	8.7352	106,313.6735
2027	20.6008	117.9126	201.7736	0.9471	80.0400	1.3952	81.4352	21.6362	1.3163	22.9525	0.0000	101,464.4836	101,464.4836	4.1333	8.5191	104,106.5097
2028	19.5744	116.1131	194.5752	0.9248	80.0408	1.3735	81.4143	21.6365	1.2962	22.9327	0.0000	99,512.1380	99,512.1380	4.1017	8.3197	102,093.9541
2029	335.7484	114.3678	188.2255	0.9042	80.0416	1.3509	81.3925	21.6368	1.2752	22.9119	0.0000	97,682.5572	97,682.5572	4.0805	8.1301	100,207.3483
Maximum	335.7484	128.4150	245.9882	1.0483	80.0416	1.6358	81.6703	21.6368	1.5400	23.1749	0.0000	110,111.5182	110,111.5182	4.3932	9.3988	113,022.1762

Mitigated Construction

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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					
2022	3.6867	38.8834	29.5975	0.0635	7.8141	1.6358	9.4275	3.9792	1.5050	5.4635	0.0000	6,158.7443	6,158.7443	1.9489	4.0400e-003	6,208.6698
2023	25.9473	128.4150	245.9882	1.0483	80.0364	1.6339	81.6703	21.6349	1.5400	23.1749	0.0000	110,111.5182	110,111.5182	4.3932	9.3988	113,022.1762
2024	24.3560	125.6197	232.5838	1.0239	80.0373	1.5347	81.5720	21.6353	1.4467	23.0820	0.0000	108,058.4491	108,058.4491	4.3036	9.1816	110,902.1508
2025	22.9105	122.3277	220.5586	0.9966	80.0382	1.4344	81.4727	21.6356	1.3527	22.9883	0.0000	105,785.1879	105,785.1879	4.2315	8.9511	108,558.4108
2026	21.7126	120.1060	210.4778	0.9714	80.0392	1.4166	81.4558	21.6359	1.3362	22.9721	0.0000	103,606.1109	103,606.1109	4.1787	8.7352	106,313.6735
2027	20.6008	117.9126	201.7736	0.9471	80.0400	1.3952	81.4352	21.6362	1.3163	22.9525	0.0000	101,464.4836	101,464.4836	4.1333	8.5191	104,106.5097
2028	19.5744	116.1131	194.5752	0.9248	80.0408	1.3735	81.4143	21.6365	1.2962	22.9327	0.0000	99,512.1380	99,512.1380	4.1017	8.3197	102,093.9541
2029	335.7484	114.3678	188.2255	0.9042	80.0416	1.3509	81.3925	21.6368	1.2752	22.9119	0.0000	97,682.5572	97,682.5572	4.0805	8.1301	100,207.3483
Maximum	335.7484	128.4150	245.9882	1.0483	80.0416	1.6358	81.6703	21.6368	1.5400	23.1749	0.0000	110,111.5182	110,111.5182	4.3932	9.3988	113,022.1762

	ROG	NOx	CO	SO2	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	2.07	0.00	2.03	3.81	0.00	3.57	0.00	0.00	0.00	0.00	0.00	0.00

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
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RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Category	lb/day										lb/day					
Area	150.8938	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849	0.0000	417.6291	417.6291	0.3994	0.0000	427.6147
Energy	2.1714	18.9539	10.8160	0.1184		1.5003	1.5003		1.5003	1.5003		23,688.1305	23,688.1305	0.4540	0.4343	23,828.8972
Mobile	193.9048	169.0665	1,556.7098	3.2547	413.7438	2.2956	416.0394	110.2731	2.1413	112.4144		350,318.8970	350,318.8970	22.8479	15.5779	355,532.3043
Total	346.9700	190.6850	1,798.7665	3.3854	413.7438	5.0807	418.8246	110.2731	4.9265	115.1996	0.0000	374,424.6566	374,424.6566	23.7013	16.0122	379,788.8162

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	141.1486	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849	0.0000	417.6291	417.6291	0.3994	0.0000	427.6147
Energy	2.1714	18.9539	10.8160	0.1184		1.5003	1.5003		1.5003	1.5003		23,688.1305	23,688.1305	0.4540	0.4343	23,828.8972
Mobile	193.9048	169.0665	1,556.7098	3.2547	413.7438	2.2956	416.0394	110.2731	2.1413	112.4144		350,318.8970	350,318.8970	22.8479	15.5779	355,532.3043
Total	337.2248	190.6850	1,798.7665	3.3854	413.7438	5.0807	418.8246	110.2731	4.9265	115.1996	0.0000	374,424.6566	374,424.6566	23.7013	16.0122	379,788.8162

	ROG	NOx	CO	SO2	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	2.81	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

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	5/24/2022	8/15/2022	5	60	
2	Grading	Grading	8/16/2022	3/20/2023	5	155	
3	Building Construction	Building Construction	3/21/2023	2/26/2029	5	1550	
4	Paving	Paving	2/27/2029	7/30/2029	5	110	
5	Architectural Coating	Architectural Coating	7/31/2029	12/31/2029	5	110	

Acres of Grading (Site Preparation Phase): 90**Acres of Grading (Grading Phase): 465****Acres of Paving: 226****Residential Indoor: 7,013,385; Residential Outdoor: 2,337,795; Non-Residential Indoor: 3,941,017; Non-Residential Outdoor: 1,313,672; Striped****OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
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

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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

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
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	7,556.00	2,655.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	1,511.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

Reduce Vehicle Speed on Unpaved Roads

3.2 Site Preparation - 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					19.6570	0.0000	19.6570	10.1025	0.0000	10.1025			0.0000			0.0000

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Off-Road	3.1701	33.0835	19.6978	0.0380		1.6126	1.6126		1.4836	1.4836		3,686.0619	3,686.0619	1.1922		3,715.8655
Total	3.1701	33.0835	19.6978	0.0380	19.6570	1.6126	21.2696	10.1025	1.4836	11.5860		3,686.0619	3,686.0619	1.1922		3,715.8655

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	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
Worker	0.0557	0.0360	0.5004	1.3000e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		132.6004	132.6004	4.1900e-003	3.6400e-003	133.7886
Total	0.0557	0.0360	0.5004	1.3000e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		132.6004	132.6004	4.1900e-003	3.6400e-003	133.7886

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					7.6662	0.0000	7.6662	3.9400	0.0000	3.9400			0.0000			0.0000

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Off-Road	3.1701	33.0835	19.6978	0.0380		1.6126	1.6126		1.4836	1.4836	0.0000	3,686.0619	3,686.0619	1.1922		3,715.8655
Total	3.1701	33.0835	19.6978	0.0380	7.6662	1.6126	9.2788	3.9400	1.4836	5.4235	0.0000	3,686.0619	3,686.0619	1.1922		3,715.8655

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	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
Worker	0.0557	0.0360	0.5004	1.3000e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		132.6004	132.6004	4.1900e-003	3.6400e-003	133.7886
Total	0.0557	0.0360	0.5004	1.3000e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		132.6004	132.6004	4.1900e-003	3.6400e-003	133.7886

3.3 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					9.2036	0.0000	9.2036	3.6538	0.0000	3.6538			0.0000			0.0000

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	9.2036	1.6349	10.8385	3.6538	1.5041	5.1579		6,011.4105	6,011.4105	1.9442		6,060.0158

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	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
Worker	0.0619	0.0400	0.5560	1.4500e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		147.3338	147.3338	4.6500e-003	4.0400e-003	148.6540
Total	0.0619	0.0400	0.5560	1.4500e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		147.3338	147.3338	4.6500e-003	4.0400e-003	148.6540

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					3.5894	0.0000	3.5894	1.4250	0.0000	1.4250			0.0000			0.0000

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	3.5894	1.6349	5.2243	1.4250	1.5041	2.9291	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158

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	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
Worker	0.0619	0.0400	0.5560	1.4500e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		147.3338	147.3338	4.6500e-003	4.0400e-003	148.6540
Total	0.0619	0.0400	0.5560	1.4500e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		147.3338	147.3338	4.6500e-003	4.0400e-003	148.6540

3.3 Grading - 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					
Fugitive Dust					9.2036	0.0000	9.2036	3.6538	0.0000	3.6538			0.0000			0.0000

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Off-Road	3.3217	34.5156	28.0512	0.0621		1.4245	1.4245		1.3105	1.3105		6,011.4777	6,011.4777	1.9442		6,060.0836
Total	3.3217	34.5156	28.0512	0.0621	9.2036	1.4245	10.6281	3.6538	1.3105	4.9643		6,011.4777	6,011.4777	1.9442		6,060.0836

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	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
Worker	0.0575	0.0356	0.5135	1.4000e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		143.4697	143.4697	4.2100e-003	3.7500e-003	144.6916
Total	0.0575	0.0356	0.5135	1.4000e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		143.4697	143.4697	4.2100e-003	3.7500e-003	144.6916

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					3.5894	0.0000	3.5894	1.4250	0.0000	1.4250			0.0000			0.0000

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Off-Road	3.3217	34.5156	28.0512	0.0621		1.4245	1.4245		1.3105	1.3105	0.0000	6,011.4777	6,011.4777	1.9442		6,060.0836
Total	3.3217	34.5156	28.0512	0.0621	3.5894	1.4245	5.0139	1.4250	1.3105	2.7355	0.0000	6,011.4777	6,011.4777	1.9442		6,060.0836

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	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
Worker	0.0575	0.0356	0.5135	1.4000e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		143.4697	143.4697	4.2100e-003	3.7500e-003	144.6916
Total	0.0575	0.0356	0.5135	1.4000e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		143.4697	143.4697	4.2100e-003	3.7500e-003	144.6916

3.4 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

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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
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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	0.0000
Vendor	2.6346	100.5920	35.7381	0.4918	17.9656	0.5979	18.5635	5.1708	0.5719	5.7427		53,353.4555	53,353.4555	2.1950	7.9831	55,787.2909
Worker	21.7400	13.4381	194.0060	0.5296	62.0708	0.3363	62.4071	16.4641	0.3097	16.7738		54,202.8529	54,202.8529	1.5904	1.4157	54,664.4792
Total	24.3745	114.0301	229.7442	1.0214	80.0364	0.9342	80.9706	21.6349	0.8816	22.5165		107,556.3083	107,556.3083	3.7853	9.3988	110,451.7701

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

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**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	0.0000
Vendor	2.6346	100.5920	35.7381	0.4918	17.9656	0.5979	18.5635	5.1708	0.5719	5.7427		53,353.4555	53,353.4555	2.1950	7.9831	55,787.2909
Worker	21.7400	13.4381	194.0060	0.5296	62.0708	0.3363	62.4071	16.4641	0.3097	16.7738		54,202.8529	54,202.8529	1.5904	1.4157	54,664.4792
Total	24.3745	114.0301	229.7442	1.0214	80.0364	0.9342	80.9706	21.6349	0.8816	22.5165		107,556.3083	107,556.3083	3.7853	9.3988	110,451.7701

3.4 Building Construction - 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	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769		2,555.6989	2,555.6989	0.6044		2,570.8077
Total	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769		2,555.6989	2,555.6989	0.6044		2,570.8077

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**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	0.0000
Vendor	2.5706	100.1146	35.5613	0.4836	17.9666	0.5995	18.5661	5.1712	0.5735	5.7447		52,547.7895	52,547.7895	2.2510	7.8608	54,946.5704
Worker	20.3138	12.0613	180.8557	0.5133	62.0708	0.3219	62.3926	16.4641	0.2964	16.7604		52,954.9606	52,954.9606	1.4482	1.3208	53,384.7728
Total	22.8844	112.1759	216.4170	0.9969	80.0373	0.9214	80.9587	21.6353	0.8698	22.5051		105,502.7502	105,502.7502	3.6992	9.1816	108,331.3432

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	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769	0.0000	2,555.6989	2,555.6989	0.6044		2,570.8077
Total	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769	0.0000	2,555.6989	2,555.6989	0.6044		2,570.8077

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**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	0.0000
Vendor	2.5706	100.1146	35.5613	0.4836	17.9666	0.5995	18.5661	5.1712	0.5735	5.7447		52,547.7895	52,547.7895	2.2510	7.8608	54,946.5704
Worker	20.3138	12.0613	180.8557	0.5133	62.0708	0.3219	62.3926	16.4641	0.2964	16.7604		52,954.9606	52,954.9606	1.4482	1.3208	53,384.7728
Total	22.8844	112.1759	216.4170	0.9969	80.0373	0.9214	80.9587	21.6353	0.8698	22.5051		105,502.7502	105,502.7502	3.6992	9.1816	108,331.3432

3.4 Building Construction - 2025**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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

Unmitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.5132	98.9733	35.4290	0.4740	17.9675	0.5998	18.5673	5.1715	0.5738	5.7453		51,587.8260	51,587.8260	2.3147	7.7142	53,944.5107
Worker	19.0299	10.8847	169.0450	0.4957	62.0708	0.3071	62.3778	16.4641	0.2827	16.7468		51,640.8875	51,640.8875	1.3159	1.2370	52,042.4020
Total	21.5431	109.8580	204.4739	0.9697	80.0382	0.9069	80.9451	21.6356	0.8565	22.4920		103,228.7135	103,228.7135	3.6305	8.9511	105,986.9127

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

Mitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.5132	98.9733	35.4290	0.4740	17.9675	0.5998	18.5673	5.1715	0.5738	5.7453		51,587.8260	51,587.8260	2.3147	7.7142	53,944.5107
Worker	19.0299	10.8847	169.0450	0.4957	62.0708	0.3071	62.3778	16.4641	0.2827	16.7468		51,640.8875	51,640.8875	1.3159	1.2370	52,042.4020
Total	21.5431	109.8580	204.4739	0.9697	80.0382	0.9069	80.9451	21.6356	0.8565	22.4920		103,228.7135	103,228.7135	3.6305	8.9511	105,986.9127

3.4 Building Construction - 2026**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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

Unmitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.4616	97.7305	35.3822	0.4644	17.9684	0.5973	18.5657	5.1719	0.5714	5.7432		50,630.867 7	50,630.867 7	2.3769	7.5682	62,945.6163
Worker	17.8837	9.9059	159.0109	0.4800	62.0708	0.2918	62.3625	16.4641	0.2686	16.7326		50,418.768 8	50,418.768 8	1.2008	1.1670	50,796.5592
Total	20.3452	107.6363	194.3931	0.9444	80.0392	0.8891	80.9283	21.6359	0.8400	22.4759		101,049.63 66	101,049.63 66	3.5778	8.7352	103,742.175 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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

Mitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.4616	97.7305	35.3822	0.4644	17.9684	0.5973	18.5657	5.1719	0.5714	5.7432		50,630.867 7	50,630.867 7	2.3769	7.5682	62,945.6163
Worker	17.8837	9.9059	159.0109	0.4800	62.0708	0.2918	62.3625	16.4641	0.2686	16.7326		50,418.768 8	50,418.768 8	1.2008	1.1670	50,796.5592
Total	20.3452	107.6363	194.3931	0.9444	80.0392	0.8891	80.9283	21.6359	0.8400	22.4759		101,049.63 66	101,049.63 66	3.5778	8.7352	103,742.175 4

3.4 Building Construction - 2027**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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

Unmitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.4183	96.3760	35.3459	0.4542	17.9693	0.5931	18.5624	5.1722	0.5674	5.7395		49,592.9927	49,592.9927	2.4323	7.4116	51,862.4692
Worker	16.8151	9.0669	150.3431	0.4659	62.0708	0.2745	62.3452	16.4641	0.2526	16.7167		49,315.0166	49,315.0166	1.1001	1.1075	49,672.5424
Total	19.2334	105.4429	185.6890	0.9201	80.0400	0.8676	80.9076	21.6362	0.8200	22.4562		98,908.0093	98,908.0093	3.5323	8.5191	101,535.0116

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

Mitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.4183	96.3760	35.3459	0.4542	17.9693	0.5931	18.5624	5.1722	0.5674	5.7395		49,592.9927	49,592.9927	2.4323	7.4116	51,862.4692
Worker	16.8151	9.0669	150.3431	0.4659	62.0708	0.2745	62.3452	16.4641	0.2526	16.7167		49,315.0166	49,315.0166	1.1001	1.1075	49,672.5424
Total	19.2334	105.4429	185.6890	0.9201	80.0400	0.8676	80.9076	21.6362	0.8200	22.4562		98,908.0093	98,908.0093	3.5323	8.5191	101,535.0116

3.4 Building Construction - 2028**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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

Unmitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.3850	95.2888	35.4387	0.4446	17.9701	0.5896	18.5597	5.1725	0.5640	5.7365		48,614.3020	48,614.3020	2.4880	7.2626	50,840.7577
Worker	15.8220	8.3547	143.0519	0.4533	62.0708	0.2563	62.3271	16.4641	0.2359	16.6999		48,341.3616	48,341.3616	1.0127	1.0571	48,681.6983
Total	18.2070	103.6434	178.4906	0.8979	80.0408	0.8460	80.8868	21.6365	0.7999	22.4364		96,955.6636	96,955.6636	3.5008	8.3197	99,522.4560

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

Mitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.3850	95.2888	35.4387	0.4446	17.9701	0.5896	18.5597	5.1725	0.5640	5.7365		48,614.3020	48,614.3020	2.4880	7.2626	50,840.7577
Worker	15.8220	8.3547	143.0519	0.4533	62.0708	0.2563	62.3271	16.4641	0.2359	16.6999		48,341.3616	48,341.3616	1.0127	1.0571	48,681.6983
Total	18.2070	103.6434	178.4906	0.8979	80.0408	0.8460	80.8868	21.6365	0.7999	22.4364		96,955.6636	96,955.6636	3.5008	8.3197	99,522.4560

3.4 Building Construction - 2029**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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

Unmitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.3528	94.1634	35.5165	0.4352	17.9708	0.5841	18.5549	5.1727	0.5587	5.7315		47,651.7179	47,651.7179	2.5447	7.1163	49,836.0021
Worker	14.8498	7.7347	136.6243	0.4420	62.0708	0.2392	62.3100	16.4641	0.2202	16.6842		47,474.3649	47,474.3649	0.9348	1.0138	47,799.8481
Total	17.2026	101.8981	172.1408	0.8772	80.0416	0.8233	80.8649	21.6368	0.7789	22.4157		95,126.0828	95,126.0828	3.4795	8.1301	97,635.8502

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

Mitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.3528	94.1634	35.5165	0.4352	17.9708	0.5841	18.5549	5.1727	0.5587	5.7315		47,651.7179	47,651.7179	2.5447	7.1163	49,836.0021
Worker	14.8498	7.7347	136.6243	0.4420	62.0708	0.2392	62.3100	16.4641	0.2202	16.6842		47,474.3649	47,474.3649	0.9348	1.0138	47,799.8481
Total	17.2026	101.8981	172.1408	0.8772	80.0416	0.8233	80.8649	21.6368	0.7789	22.4157		95,126.0828	95,126.0828	3.4795	8.1301	97,635.8502

3.5 Paving - 2029**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	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850		2,206.7452	2,206.7452	0.7137		2,224.5878
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850		2,206.7452	2,206.7452	0.7137		2,224.5878

Unmitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	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
Worker	0.0295	0.0154	0.2712	8.8000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		94.2450	94.2450	1.8600e-003	2.0100e-003	94.8912
Total	0.0295	0.0154	0.2712	8.8000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		94.2450	94.2450	1.8600e-003	2.0100e-003	94.8912

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	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850	0.0000	2,206.7452	2,206.7452	0.7137		2,224.5878
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850	0.0000	2,206.7452	2,206.7452	0.7137		2,224.5878

Mitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	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
Worker	0.0295	0.0154	0.2712	8.8000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		94.2450	94.2450	1.8600e-003	2.0100e-003	94.8912
Total	0.0295	0.0154	0.2712	8.8000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		94.2450	94.2450	1.8600e-003	2.0100e-003	94.8912

3.6 Architectural Coating - 2029**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	332.6080					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515		281.4481	281.4481	0.0154		281.8319
Total	332.7788	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515		281.4481	281.4481	0.0154		281.8319

Unmitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	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
Worker	2.9696	1.5467	27.3212	0.0884	12.4125	0.0478	12.4604	3.2924	0.0440	3.3364		9,493.6164	9,493.6164	0.1869	0.2027	9,558.7044
Total	2.9696	1.5467	27.3212	0.0884	12.4125	0.0478	12.4604	3.2924	0.0440	3.3364		9,493.6164	9,493.6164	0.1869	0.2027	9,558.7044

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	332.6080					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515	0.0000	281.4481	281.4481	0.0154		281.8319
Total	332.7788	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515	0.0000	281.4481	281.4481	0.0154		281.8319

Mitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	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
Worker	2.9696	1.5467	27.3212	0.0884	12.4125	0.0478	12.4604	3.2924	0.0440	3.3364		9,493.6164	9,493.6164	0.1869	0.2027	9,558.7044
Total	2.9696	1.5467	27.3212	0.0884	12.4125	0.0478	12.4604	3.2924	0.0440	3.3364		9,493.6164	9,493.6164	0.1869	0.2027	9,558.7044

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	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	193.9048	169.0665	1,556.7098	3.2547	413.7438	2.2956	416.0394	110.2731	2.1413	112.4144		350,318.89	350,318.89	22.8479	15.5779	355,532.304
Unmitigated	193.9048	169.0665	1,556.7098	3.2547	413.7438	2.2956	416.0394	110.2731	2.1413	112.4144		350,318.89	350,318.89	22.8479	15.5779	355,532.304

4.2 Trip Summary Information

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	5,913.60	6,573.60	5077.60	16,270,234	16,270,234
City Park	99.18	249.26	278.40	312,163	312,163
Condo/Townhouse	8,816.00	9,807.80	7559.72	24,254,851	24,254,851
Elementary School	2,171.07	0.00	0.00	3,419,341	3,419,341
General Light Industry	52.00	20.88	52.40	139,002	139,002
General Office Building	5,683.50	1,288.26	408.37	10,280,761	10,280,761
Government Office Building	570.00	0.00	0.00	698,201	698,201
Hotel	2,614.40	2,560.00	1859.20	4,747,438	4,747,438
Other Non-Asphalt Surfaces	0.00	0.00	0.00		
Regional Shopping Center	48,570.49	59,339.80	27151.50	82,491,429	82,491,429
Single Family Housing	7,876.11	7,958.41	7135.41	21,502,377	21,502,377
Total	82,366.35	87,798.01	49,522.60	164,115,798	164,115,798

4.3 Trip Type Information

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	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
City Park	9.50	7.30	7.30	33.00	48.00	19.00	66	28	6
Condo/Townhouse	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
Elementary School	9.50	7.30	7.30	65.00	30.00	5.00	63	25	12
General Light Industry	9.50	7.30	7.30	59.00	28.00	13.00	92	5	3
General Office Building	9.50	7.30	7.30	33.00	48.00	19.00	77	19	4
Government Office Building	9.50	7.30	7.30	33.00	62.00	5.00	50	34	16
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4
Other Non-Asphalt Surfaces	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Regional Shopping Center	9.50	7.30	7.30	16.30	64.70	19.00	54	35	11
Single Family Housing	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
City Park	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Condo/Townhouse	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Elementary School	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
General Light Industry	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
General Office Building	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Government Office Building	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Hotel	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Other Non-Asphalt Surfaces	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Regional Shopping Center	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Single Family Housing	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	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	2.1714	18.9539	10.8160	0.1184		1.5003	1.5003		1.5003	1.5003		23,688.1305	23,688.1305	0.4540	0.4343	23,828.8972
NaturalGas Unmitigated	2.1714	18.9539	10.8160	0.1184		1.5003	1.5003		1.5003	1.5003		23,688.1305	23,688.1305	0.4540	0.4343	23,828.8972

5.2 Energy by Land Use - NaturalGas

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Unmitigated

	Natural Gas 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	29942	0.3229	2.7594	1.1742	0.0176		0.2231	0.2231		0.2231	0.2231		3,522.5925	3,522.5925	0.0675	0.0646	3,543.5255
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	49832.9	0.5374	4.5924	1.9542	0.0293		0.3713	0.3713		0.3713	0.3713		5,862.6897	5,862.6897	0.1124	0.1075	5,897.5288
Elementary School	4525.67	0.0488	0.4437	0.3727	2.6600e-003		0.0337	0.0337		0.0337	0.0337		532.4321	532.4321	0.0102	9.7600e-003	535.5960
General Light Industry	455.014	4.9100e-003	0.0446	0.0375	2.7000e-004		3.3900e-003	3.3900e-003		3.3900e-003	3.3900e-003		53.5310	53.5310	1.0300e-003	9.8000e-004	53.8491
General Office Building	10438.5	0.1126	1.0234	0.8596	6.1400e-003		0.0778	0.0778		0.0778	0.0778		1,228.0580	1,228.0580	0.0235	0.0225	1,235.3558
Government Office Building	471.096	5.0800e-003	0.0462	0.0388	2.8000e-004		3.5100e-003	3.5100e-003		3.5100e-003	3.5100e-003		55.4231	55.4231	1.0600e-003	1.0200e-003	55.7524
Hotel	43217.9	0.4661	4.2371	3.5591	0.0254		0.3220	0.3220		0.3220	0.3220		5,084.4571	5,084.4571	0.0975	0.0932	5,114.6714
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	8581.53	0.0926	0.8413	0.7067	5.0500e-003		0.0639	0.0639		0.0639	0.0639		1,009.5923	1,009.5923	0.0194	0.0185	1,015.5918
Single Family Housing	53884.5	0.5811	4.9658	2.1131	0.0317		0.4015	0.4015		0.4015	0.4015		6,339.3548	6,339.3548	0.1215	0.1162	6,377.0264
Total		2.1714	18.9539	10.8160	0.1184		1.5003	1.5003		1.5003	1.5003		23,688.1305	23,688.1305	0.4540	0.4343	23,828.8972

Mitigated

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	Natural Gas 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	29.942	0.3229	2.7594	1.1742	0.0176		0.2231	0.2231		0.2231	0.2231		3,522.5925	3,522.5925	0.0675	0.0646	3,543.5255
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	49.8329	0.5374	4.5924	1.9542	0.0293		0.3713	0.3713		0.3713	0.3713		5,862.6897	5,862.6897	0.1124	0.1075	5,897.5288
Elementary School	4.52567	0.0488	0.4437	0.3727	2.6600e-003		0.0337	0.0337		0.0337	0.0337		532.4321	532.4321	0.0102	9.7600e-003	535.5960
General Light Industry	0.455014	4.9100e-003	0.0446	0.0375	2.7000e-004		3.3900e-003	3.3900e-003		3.3900e-003	3.3900e-003		53.5310	53.5310	1.0300e-003	9.8000e-004	53.8491
General Office Building	10.4385	0.1126	1.0234	0.8596	6.1400e-003		0.0778	0.0778		0.0778	0.0778		1,228.0580	1,228.0580	0.0235	0.0225	1,235.3558
Government Office Building	0.471096	5.0800e-003	0.0462	0.0388	2.8000e-004		3.5100e-003	3.5100e-003		3.5100e-003	3.5100e-003		55.4231	55.4231	1.0600e-003	1.0200e-003	55.7524
Hotel	43.2179	0.4661	4.2371	3.5591	0.0254		0.3220	0.3220		0.3220	0.3220		5,084.4571	5,084.4571	0.0975	0.0932	5,114.6714
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	8.58153	0.0926	0.8413	0.7067	5.0500e-003		0.0639	0.0639		0.0639	0.0639		1,009.5923	1,009.5923	0.0194	0.0185	1,015.5918
Single Family Housing	53.8845	0.5811	4.9658	2.1131	0.0317		0.4015	0.4015		0.4015	0.4015		6,339.3548	6,339.3548	0.1215	0.1162	6,377.0264
Total		2.1714	18.9539	10.8160	0.1184		1.5003	1.5003		1.5003	1.5003		23,688.1305	23,688.1305	0.4540	0.4343	23,828.8972

6.0 Area Detail

6.1 Mitigation Measures Area

Use Low VOC Paint - Residential Interior

Use Low VOC Paint - Residential Exterior

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

Use Low VOC Cleaning Supplies

	ROG	NOx	CO	SO2	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	141.1486	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849	0.0000	417.6291	417.6291	0.3994	0.0000	427.6147
Unmitigated	150.8938	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849	0.0000	417.6291	417.6291	0.3994	0.0000	427.6147

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	10.0238					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	133.9265					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	6.9435	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849		417.6291	417.6291	0.3994		427.6147

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	150.8938	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849	0.0000	417.6291	417.6291	0.3994	0.0000	427.6147
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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	10.0238					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	124.1813					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	6.9435	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849		417.6291	417.6291	0.3994		427.6147
Total	141.1486	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849	0.0000	417.6291	417.6291	0.3994	0.0000	427.6147

7.0 Water Detail**7.1 Mitigation Measures Water**

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

RiverPark Adopted Specific Plan - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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

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

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

RiverPark Adopted Specific Plan

Ventura County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	421.00	1000sqft	9.66	421,000.00	0
Government Office Building	19.00	1000sqft	0.44	19,000.00	0
Elementary School	1,683.00	Student	3.23	140,704.47	0
General Light Industry	8.00	1000sqft	0.18	8,000.00	0
Other Non-Asphalt Surfaces	226.00	Acre	226.00	9,844,560.00	0
City Park	43.50	Acre	43.50	1,894,860.00	0
Hotel	320.00	Room	10.67	464,640.00	0
Apartments Low Rise	880.00	Dwelling Unit	55.00	880,000.00	2693
Condo/Townhouse	1,102.00	Dwelling Unit	68.88	1,102,000.00	3372
Single Family Housing	823.00	Dwelling Unit	248.31	1,481,400.00	2518
Regional Shopping Center	1,574.00	1000sqft	36.13	1,574,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.6	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2030
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	390.98	CH4 Intensity (lb/MWhr)	0.033	N2O Intensity (lb/MWhr)	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Land Use - Based on Traffic Study Adopted Specific Plan land uses. Specific Plan area is 702 acres.

Construction Phase - Estimated construction assumption.

Grading -

Architectural Coating - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Vehicle Trips - Based on Traffic Study

Woodstoves - No woodstoves, no fireplace

Area Coating - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Construction Off-road Equipment Mitigation - Assumed VCAPCD Rule 55 dust control measures.

Area Mitigation - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Water Mitigation -

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Nonresidential_Interior	100.00	50.00
tblArchitecturalCoating	EF_Residential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Residential_Interior	75.00	50.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	100	50
tblAreaCoating	Area_EF_Nonresidential_Interior	100	50
tblAreaCoating	Area_EF_Residential_Exterior	100	50
tblAreaCoating	Area_EF_Residential_Interior	75	50
tblConstDustMitigation	WaterUnpavedRoadVehicleSpeed	0	15
tblConstructionPhase	NumDays	880.00	110.00
tblConstructionPhase	NumDays	12,400.00	1,550.00
tblConstructionPhase	NumDays	1,240.00	155.00
tblConstructionPhase	NumDays	880.00	110.00
tblConstructionPhase	NumDays	480.00	60.00
tblFireplaces	NumberNoFireplace	880.00	0.00
tblFireplaces	NumberNoFireplace	1,102.00	0.00

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblFireplaces	NumberNoFireplace	823.00	0.00
tblLandUse	LotAcreage	267.21	248.31
tblVehicleTrips	ST_TR	8.14	7.47
tblVehicleTrips	ST_TR	1.96	5.73
tblVehicleTrips	ST_TR	8.14	8.90
tblVehicleTrips	ST_TR	1.99	2.61
tblVehicleTrips	ST_TR	2.21	3.06
tblVehicleTrips	ST_TR	8.19	8.00
tblVehicleTrips	ST_TR	46.12	37.70
tblVehicleTrips	ST_TR	9.54	9.67
tblVehicleTrips	SU_TR	6.28	5.77
tblVehicleTrips	SU_TR	2.19	6.40
tblVehicleTrips	SU_TR	6.28	6.86
tblVehicleTrips	SU_TR	5.00	6.55
tblVehicleTrips	SU_TR	0.70	0.97
tblVehicleTrips	SU_TR	5.95	5.81
tblVehicleTrips	SU_TR	21.10	17.25
tblVehicleTrips	SU_TR	8.55	8.67
tblVehicleTrips	WD_TR	7.32	6.72
tblVehicleTrips	WD_TR	0.78	2.28
tblVehicleTrips	WD_TR	7.32	8.00
tblVehicleTrips	WD_TR	1.89	1.29
tblVehicleTrips	WD_TR	4.96	6.50
tblVehicleTrips	WD_TR	9.74	13.50
tblVehicleTrips	WD_TR	22.59	30.00
tblVehicleTrips	WD_TR	8.36	8.17
tblVehicleTrips	WD_TR	37.75	30.86
tblVehicleTrips	WD_TR	9.44	9.57

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.0 Emissions Summary**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					
2022	3.6915	38.8903	29.5861	0.0635	19.8049	1.6358	21.4183	10.1417	1.5050	11.6260	0.0000	6,152.3527	6,152.3527	1.9493	4.4900e-003	6,202.4233
2023	27.5883	135.1432	243.5710	1.0261	80.0364	1.6377	81.6741	21.6349	1.5437	23.1786	0.0000	107,842.3929	107,842.3929	4.5272	9.5745	110,808.7769
2024	25.9164	132.1101	230.7389	1.0024	80.0373	1.5382	81.5756	21.6353	1.4501	23.0854	0.0000	105,848.6885	105,848.6885	4.4271	9.3460	108,744.4604
2025	24.3948	128.5862	219.1911	0.9760	80.0382	1.4377	81.4760	21.6356	1.3559	22.9914	0.0000	103,637.1739	103,637.1739	4.3456	9.1055	106,459.2558
2026	23.1364	126.1625	209.4630	0.9515	80.0392	1.4197	81.4589	21.6359	1.3391	22.9751	0.0000	101,514.1151	101,514.1151	4.2841	8.8813	104,267.8382
2027	21.9616	123.7875	201.0455	0.9278	80.0400	1.3980	81.4380	21.6362	1.3190	22.9552	0.0000	99,422.0883	99,422.0883	4.2310	8.6581	102,107.9750
2028	20.8680	121.8381	194.0846	0.9061	80.0408	1.3762	81.4170	21.6365	1.2987	22.9353	0.0000	97,512.5379	97,512.5379	4.1925	8.4527	100,136.2607
2029	336.0176	119.9550	187.9159	0.8859	80.0416	1.3534	81.3950	21.6368	1.2776	22.9144	0.0000	95,720.1206	95,720.1206	4.1649	8.2580	98,285.1207
Maximum	336.0176	135.1432	243.5710	1.0261	80.0416	1.6377	81.6741	21.6368	1.5437	23.1786	0.0000	107,842.3929	107,842.3929	4.5272	9.5745	110,808.7769

Mitigated Construction

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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					
2022	3.6915	38.8903	29.5861	0.0635	7.8141	1.6358	9.4275	3.9792	1.5050	5.4635	0.0000	6,152.3527	6,152.3527	1.9493	4.4900e-003	6,202.4233
2023	27.5883	135.1432	243.5710	1.0261	80.0364	1.6377	81.6741	21.6349	1.5437	23.1786	0.0000	107,842.3929	107,842.3929	4.5272	9.5745	110,808.7769
2024	25.9164	132.1101	230.7389	1.0024	80.0373	1.5382	81.5756	21.6353	1.4501	23.0854	0.0000	105,848.6885	105,848.6885	4.4271	9.3460	108,744.4604
2025	24.3948	128.5862	219.1911	0.9760	80.0382	1.4377	81.4760	21.6356	1.3559	22.9914	0.0000	103,637.1739	103,637.1739	4.3456	9.1055	106,459.2558
2026	23.1364	126.1625	209.4630	0.9515	80.0392	1.4197	81.4589	21.6359	1.3391	22.9751	0.0000	101,514.1151	101,514.1151	4.2841	8.8813	104,267.8382
2027	21.9616	123.7875	201.0455	0.9278	80.0400	1.3980	81.4380	21.6362	1.3190	22.9552	0.0000	99,422.0883	99,422.0883	4.2310	8.6581	102,107.9750
2028	20.8680	121.8381	194.0846	0.9061	80.0408	1.3762	81.4170	21.6365	1.2987	22.9353	0.0000	97,512.5379	97,512.5379	4.1925	8.4527	100,136.2607
2029	336.0176	119.9550	187.9159	0.8859	80.0416	1.3534	81.3950	21.6368	1.2776	22.9144	0.0000	95,720.1206	95,720.1206	4.1649	8.2580	98,285.1207
Maximum	336.0176	135.1432	243.5710	1.0261	80.0416	1.6377	81.6741	21.6368	1.5437	23.1786	0.0000	107,842.3929	107,842.3929	4.5272	9.5745	110,808.7769

	ROG	NOx	CO	SO2	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	2.07	0.00	2.03	3.81	0.00	3.57	0.00	0.00	0.00	0.00	0.00	0.00

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
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RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Category	lb/day										lb/day					
Area	150.8938	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849	0.0000	417.6291	417.6291	0.3994	0.0000	427.6147
Energy	2.1714	18.9539	10.8160	0.1184		1.5003	1.5003		1.5003	1.5003		23,688.1305	23,688.1305	0.4540	0.4343	23,828.8972
Mobile	185.0656	186.6888	1,681.0417	3.1471	413.7438	2.2968	416.0406	110.2731	2.1425	112.4156		338,681.0268	338,681.0268	24.7911	16.6482	344,261.9704
Total	338.1308	208.3074	1,923.0985	3.2778	413.7438	5.0820	418.8258	110.2731	4.9276	115.2007	0.0000	362,786.7863	362,786.7863	25.6445	17.0825	368,518.4822

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	141.1486	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849	0.0000	417.6291	417.6291	0.3994	0.0000	427.6147
Energy	2.1714	18.9539	10.8160	0.1184		1.5003	1.5003		1.5003	1.5003		23,688.1305	23,688.1305	0.4540	0.4343	23,828.8972
Mobile	185.0656	186.6888	1,681.0417	3.1471	413.7438	2.2968	416.0406	110.2731	2.1425	112.4156		338,681.0268	338,681.0268	24.7911	16.6482	344,261.9704
Total	328.3856	208.3074	1,923.0985	3.2778	413.7438	5.0820	418.8258	110.2731	4.9276	115.2007	0.0000	362,786.7863	362,786.7863	25.6445	17.0825	368,518.4822

	ROG	NOx	CO	SO2	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	2.88	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

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	5/24/2022	8/15/2022	5	60	
2	Grading	Grading	8/16/2022	3/20/2023	5	155	
3	Building Construction	Building Construction	3/21/2023	2/26/2029	5	1550	
4	Paving	Paving	2/27/2029	7/30/2029	5	110	
5	Architectural Coating	Architectural Coating	7/31/2029	12/31/2029	5	110	

Acres of Grading (Site Preparation Phase): 90**Acres of Grading (Grading Phase): 465****Acres of Paving: 226****Residential Indoor: 7,013,385; Residential Outdoor: 2,337,795; Non-Residential Indoor: 3,941,017; Non-Residential Outdoor: 1,313,672; Striped****OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
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

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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

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
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	7,556.00	2,655.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	1,511.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

Reduce Vehicle Speed on Unpaved Roads

3.2 Site Preparation - 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					19.6570	0.0000	19.6570	10.1025	0.0000	10.1025			0.0000			0.0000

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Off-Road	3.1701	33.0835	19.6978	0.0380		1.6126	1.6126		1.4836	1.4836		3,686.0619	3,686.0619	1.1922		3,715.8655
Total	3.1701	33.0835	19.6978	0.0380	19.6570	1.6126	21.2696	10.1025	1.4836	11.5860		3,686.0619	3,686.0619	1.1922		3,715.8655

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	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
Worker	0.0600	0.0421	0.4901	1.2500e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		126.8480	126.8480	4.5500e-003	4.0400e-003	128.1667
Total	0.0600	0.0421	0.4901	1.2500e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		126.8480	126.8480	4.5500e-003	4.0400e-003	128.1667

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					7.6662	0.0000	7.6662	3.9400	0.0000	3.9400			0.0000			0.0000

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Off-Road	3.1701	33.0835	19.6978	0.0380		1.6126	1.6126		1.4836	1.4836	0.0000	3,686.0619	3,686.0619	1.1922		3,715.8655
Total	3.1701	33.0835	19.6978	0.0380	7.6662	1.6126	9.2788	3.9400	1.4836	5.4235	0.0000	3,686.0619	3,686.0619	1.1922		3,715.8655

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	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
Worker	0.0600	0.0421	0.4901	1.2500e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		126.8480	126.8480	4.5500e-003	4.0400e-003	128.1667
Total	0.0600	0.0421	0.4901	1.2500e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		126.8480	126.8480	4.5500e-003	4.0400e-003	128.1667

3.3 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					9.2036	0.0000	9.2036	3.6538	0.0000	3.6538			0.0000			0.0000

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	9.2036	1.6349	10.8385	3.6538	1.5041	5.1579		6,011.4105	6,011.4105	1.9442		6,060.0158

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	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
Worker	0.0667	0.0468	0.5446	1.3900e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		140.9422	140.9422	5.0500e-003	4.4900e-003	142.4075
Total	0.0667	0.0468	0.5446	1.3900e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		140.9422	140.9422	5.0500e-003	4.4900e-003	142.4075

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					3.5894	0.0000	3.5894	1.4250	0.0000	1.4250			0.0000			0.0000

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	3.5894	1.6349	5.2243	1.4250	1.5041	2.9291	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158

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	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
Worker	0.0667	0.0468	0.5446	1.3900e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		140.9422	140.9422	5.0500e-003	4.4900e-003	142.4075
Total	0.0667	0.0468	0.5446	1.3900e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		140.9422	140.9422	5.0500e-003	4.4900e-003	142.4075

3.3 Grading - 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					
Fugitive Dust					9.2036	0.0000	9.2036	3.6538	0.0000	3.6538			0.0000			0.0000

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Off-Road	3.3217	34.5156	28.0512	0.0621		1.4245	1.4245		1.3105	1.3105		6,011.4777	6,011.4777	1.9442		6,060.0836
Total	3.3217	34.5156	28.0512	0.0621	9.2036	1.4245	10.6281	3.6538	1.3105	4.9643		6,011.4777	6,011.4777	1.9442		6,060.0836

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	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
Worker	0.0621	0.0417	0.5041	1.3400e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		137.2614	137.2614	4.5900e-003	4.1700e-003	138.6174
Total	0.0621	0.0417	0.5041	1.3400e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		137.2614	137.2614	4.5900e-003	4.1700e-003	138.6174

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					3.5894	0.0000	3.5894	1.4250	0.0000	1.4250			0.0000			0.0000

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Off-Road	3.3217	34.5156	28.0512	0.0621		1.4245	1.4245		1.3105	1.3105	0.0000	6,011.4777	6,011.4777	1.9442		6,060.0836
Total	3.3217	34.5156	28.0512	0.0621	3.5894	1.4245	5.0139	1.4250	1.3105	2.7355	0.0000	6,011.4777	6,011.4777	1.9442		6,060.0836

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	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
Worker	0.0621	0.0417	0.5041	1.3400e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		137.2614	137.2614	4.5900e-003	4.1700e-003	138.6174
Total	0.0621	0.0417	0.5041	1.3400e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		137.2614	137.2614	4.5900e-003	4.1700e-003	138.6174

3.4 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

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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
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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	0.0000
Vendor	2.5382	105.0224	36.8809	0.4925	17.9656	0.6017	18.5673	5.1708	0.5755	5.7464		53,429.8456	53,429.8456	2.1870	8.0007	55,868.7186
Worker	23.4774	15.7359	190.4462	0.5067	62.0708	0.3363	62.4071	16.4641	0.3097	16.7738		51,857.3374	51,857.3374	1.7323	1.5739	52,369.6522
Total	26.0156	120.7583	227.3270	0.9992	80.0364	0.9380	80.9743	21.6349	0.8852	22.5201		105,287.1830	105,287.1830	3.9193	9.5745	108,238.3709

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

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**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	0.0000
Vendor	2.5382	105.0224	36.8809	0.4925	17.9656	0.6017	18.5673	5.1708	0.5755	5.7464		53,429.8456	53,429.8456	2.1870	8.0007	55,868.7186
Worker	23.4774	15.7359	190.4462	0.5067	62.0708	0.3363	62.4071	16.4641	0.3097	16.7738		51,857.3374	51,857.3374	1.7323	1.5739	52,369.6522
Total	26.0156	120.7583	227.3270	0.9992	80.0364	0.9380	80.9743	21.6349	0.8852	22.5201		105,287.1830	105,287.1830	3.9193	9.5745	108,238.3709

3.4 Building Construction - 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	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769		2,555.6989	2,555.6989	0.6044		2,570.8077
Total	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769		2,555.6989	2,555.6989	0.6044		2,570.8077

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**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	0.0000
Vendor	2.4690	104.5452	36.6868	0.4843	17.9666	0.6030	18.5696	5.1712	0.5769	5.7480		52,625.519 9	52,625.519 9	2.2428	7.8780	55,029.2472
Worker	21.9759	14.1211	177.8853	0.4912	62.0708	0.3219	62.3926	16.4641	0.2964	16.7604		50,667.469 7	50,667.469 7	1.5799	1.4679	51,144.4055
Total	24.4448	118.6663	214.5721	0.9755	80.0373	0.9249	80.9623	21.6353	0.8732	22.5085		103,292.98 96	103,292.98 96	3.8227	9.3460	106,173.652 8

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	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769	0.0000	2,555.6989	2,555.6989	0.6044		2,570.8077
Total	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769	0.0000	2,555.6989	2,555.6989	0.6044		2,570.8077

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**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	0.0000
Vendor	2.4690	104.5452	36.6868	0.4843	17.9666	0.6030	18.5696	5.1712	0.5769	5.7480		52,625.5199	52,625.5199	2.2428	7.8780	55,029.2472
Worker	21.9759	14.1211	177.8853	0.4912	62.0708	0.3219	62.3926	16.4641	0.2964	16.7604		50,667.4697	50,667.4697	1.5799	1.4679	51,144.4055
Total	24.4448	118.6663	214.5721	0.9755	80.0373	0.9249	80.9623	21.6353	0.8732	22.5085		103,292.9896	103,292.9896	3.8227	9.3460	106,173.6528

3.4 Building Construction - 2025**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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

Unmitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.4074	103.3749	36.5411	0.4747	17.9675	0.6031	18.5706	5.1715	0.5769	5.7484		51,666.3617	51,666.3617	2.3063	7.7312	54,027.9107
Worker	20.6200	12.7416	166.5653	0.4743	62.0708	0.3071	62.3778	16.4641	0.2827	16.7468		49,414.3379	49,414.3379	1.4383	1.3743	49,859.8470
Total	23.0274	116.1165	203.1065	0.9490	80.0382	0.9102	80.9484	21.6356	0.8596	22.4952		101,080.6996	101,080.6996	3.7446	9.1055	103,887.7578

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

Mitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.4074	103.3749	36.5411	0.4747	17.9675	0.6031	18.5706	5.1715	0.5769	5.7484		51,666.3617	51,666.3617	2.3063	7.7312	54,027.9107
Worker	20.6200	12.7416	166.5653	0.4743	62.0708	0.3071	62.3778	16.4641	0.2827	16.7468		49,414.3379	49,414.3379	1.4383	1.3743	49,859.8470
Total	23.0274	116.1165	203.1065	0.9490	80.0382	0.9102	80.9484	21.6356	0.8596	22.4952		101,080.6996	101,080.6996	3.7446	9.1055	103,887.7578

3.4 Building Construction - 2026**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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

Unmitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.3517	102.0986	36.4806	0.4652	17.9684	0.6004	18.5688	5.1719	0.5743	5.7462		50,709.874 4	50,709.874 4	2.3684	7.5850	53,029.4142
Worker	19.4173	11.5942	156.8978	0.4593	62.0708	0.2918	62.3625	16.4641	0.2686	16.7326		48,247.766 3	48,247.766 3	1.3148	1.2963	48,666.9259
Total	21.7690	113.6928	193.3784	0.9245	80.0392	0.8922	80.9313	21.6359	0.8429	22.4788		98,957.640 8	98,957.640 8	3.6832	8.8813	101,696.340 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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

Mitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.3517	102.0986	36.4806	0.4652	17.9684	0.6004	18.5688	5.1719	0.5743	5.7462		50,709.874 4	50,709.874 4	2.3684	7.5850	53,029.4142
Worker	19.4173	11.5942	156.8978	0.4593	62.0708	0.2918	62.3625	16.4641	0.2686	16.7326		48,247.766 3	48,247.766 3	1.3148	1.2963	48,666.9259
Total	21.7690	113.6928	193.3784	0.9245	80.0392	0.8922	80.9313	21.6359	0.8429	22.4788		98,957.640 8	98,957.640 8	3.6832	8.8813	101,696.340 1

3.4 Building Construction - 2027**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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

Unmitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.3049	100.7069	36.4336	0.4550	17.9693	0.5960	18.5652	5.1722	0.5701	5.7423		49,672.364 0	49,672.364 0	2.4235	7.4283	51,946.5689
Worker	18.2893	10.6109	148.5273	0.4458	62.0708	0.2745	62.3452	16.4641	0.2526	16.7167		47,193.250 0	47,193.250 0	1.2066	1.2299	47,589.9081
Total	20.5942	111.3178	184.9609	0.9008	80.0400	0.8705	80.9105	21.6362	0.8227	22.4589		96,865.613 9	96,865.613 9	3.6301	8.6581	99,536.4770

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

Mitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.3049	100.7069	36.4336	0.4550	17.9693	0.5960	18.5652	5.1722	0.5701	5.7423		49,672.364 0	49,672.364 0	2.4235	7.4283	51,946.5689
Worker	18.2893	10.6109	148.5273	0.4458	62.0708	0.2745	62.3452	16.4641	0.2526	16.7167		47,193.250 0	47,193.250 0	1.2066	1.2299	47,589.9081
Total	20.5942	111.3178	184.9609	0.9008	80.0400	0.8705	80.9105	21.6362	0.8227	22.4589		96,865.613 9	96,865.613 9	3.6301	8.6581	99,536.4770

3.4 Building Construction - 2028**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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

Unmitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.2685	99.5924	36.5154	0.4453	17.9701	0.5923	18.5624	5.1725	0.5666	5.7391		48,693.6965	48,693.6965	2.4791	7.2790	50,924.8251
Worker	17.2321	9.7760	141.4845	0.4338	62.0708	0.2563	62.3271	16.4641	0.2359	16.6999		46,262.3670	46,262.3670	1.1125	1.1737	46,639.9375
Total	19.5006	109.3684	177.9999	0.8791	80.0408	0.8486	80.8895	21.6365	0.8025	22.4390		94,956.0635	94,956.0635	3.5916	8.4527	97,564.7626

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

Mitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.2685	99.5924	36.5154	0.4453	17.9701	0.5923	18.5624	5.1725	0.5666	5.7391		48,693.6965	48,693.6965	2.4791	7.2790	50,924.8251
Worker	17.2321	9.7760	141.4845	0.4338	62.0708	0.2563	62.3271	16.4641	0.2359	16.6999		46,262.3670	46,262.3670	1.1125	1.1737	46,639.9375
Total	19.5006	109.3684	177.9999	0.8791	80.0408	0.8486	80.8895	21.6365	0.8025	22.4390		94,956.0635	94,956.0635	3.5916	8.4527	97,564.7626

3.4 Building Construction - 2029**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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

Unmitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.2339	98.4365	36.5820	0.4359	17.9708	0.5866	18.5574	5.1727	0.5612	5.7339		47,730.928 1	47,730.928 1	2.5356	7.1326	49,919.8310
Worker	16.1962	9.0488	135.2492	0.4230	62.0708	0.2392	62.3100	16.4641	0.2202	16.6842		45,432.718 2	45,432.718 2	1.0284	1.1254	45,793.7916
Total	18.4300	107.4853	171.8312	0.8589	80.0416	0.8259	80.8674	21.6368	0.7813	22.4181		93,163.646 2	93,163.646 2	3.5640	8.2580	95,713.6226

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

Mitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.2339	98.4365	36.5820	0.4359	17.9708	0.5866	18.5574	5.1727	0.5612	5.7339		47,730.928 1	47,730.928 1	2.5356	7.1326	49,919.8310
Worker	16.1962	9.0488	135.2492	0.4230	62.0708	0.2392	62.3100	16.4641	0.2202	16.6842		45,432.718 2	45,432.718 2	1.0284	1.1254	45,793.7916
Total	18.4300	107.4853	171.8312	0.8589	80.0416	0.8259	80.8674	21.6368	0.7813	22.4181		93,163.646 2	93,163.646 2	3.5640	8.2580	95,713.6226

3.5 Paving - 2029**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	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850		2,206.7452	2,206.7452	0.7137		2,224.5878
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850		2,206.7452	2,206.7452	0.7137		2,224.5878

Unmitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	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
Worker	0.0322	0.0180	0.2685	8.4000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		90.1920	90.1920	2.0400e-003	2.2300e-003	90.9088
Total	0.0322	0.0180	0.2685	8.4000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		90.1920	90.1920	2.0400e-003	2.2300e-003	90.9088

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	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850	0.0000	2,206.7452	2,206.7452	0.7137		2,224.5878
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850	0.0000	2,206.7452	2,206.7452	0.7137		2,224.5878

Mitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	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
Worker	0.0322	0.0180	0.2685	8.4000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		90.1920	90.1920	2.0400e-003	2.2300e-003	90.9088
Total	0.0322	0.0180	0.2685	8.4000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		90.1920	90.1920	2.0400e-003	2.2300e-003	90.9088

3.6 Architectural Coating - 2029**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	332.6080					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515		281.4481	281.4481	0.0154		281.8319
Total	332.7788	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515		281.4481	281.4481	0.0154		281.8319

Unmitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	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
Worker	3.2388	1.8095	27.0463	0.0846	12.4125	0.0478	12.4604	3.2924	0.0440	3.3364		9,085.3411	9,085.3411	0.2056	0.2251	9,157.5462
Total	3.2388	1.8095	27.0463	0.0846	12.4125	0.0478	12.4604	3.2924	0.0440	3.3364		9,085.3411	9,085.3411	0.2056	0.2251	9,157.5462

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	332.6080					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515	0.0000	281.4481	281.4481	0.0154		281.8319
Total	332.7788	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515	0.0000	281.4481	281.4481	0.0154		281.8319

Mitigated Construction Off-Site

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	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
Worker	3.2388	1.8095	27.0463	0.0846	12.4125	0.0478	12.4604	3.2924	0.0440	3.3364		9,085.3411	9,085.3411	0.2056	0.2251	9,157.5462
Total	3.2388	1.8095	27.0463	0.0846	12.4125	0.0478	12.4604	3.2924	0.0440	3.3364		9,085.3411	9,085.3411	0.2056	0.2251	9,157.5462

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	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	185.0656	186.6888	1,681.0417	3.1471	413.7438	2.2968	416.0406	110.2731	2.1425	112.4156		338,681.02	338,681.02	24.7911	16.6482	344,261.970
Unmitigated	185.0656	186.6888	1,681.0417	3.1471	413.7438	2.2968	416.0406	110.2731	2.1425	112.4156		338,681.02	338,681.02	24.7911	16.6482	344,261.970

4.2 Trip Summary Information

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	5,913.60	6,573.60	5077.60	16,270,234	16,270,234
City Park	99.18	249.26	278.40	312,163	312,163
Condo/Townhouse	8,816.00	9,807.80	7559.72	24,254,851	24,254,851
Elementary School	2,171.07	0.00	0.00	3,419,341	3,419,341
General Light Industry	52.00	20.88	52.40	139,002	139,002
General Office Building	5,683.50	1,288.26	408.37	10,280,761	10,280,761
Government Office Building	570.00	0.00	0.00	698,201	698,201
Hotel	2,614.40	2,560.00	1859.20	4,747,438	4,747,438
Other Non-Asphalt Surfaces	0.00	0.00	0.00		
Regional Shopping Center	48,570.49	59,339.80	27151.50	82,491,429	82,491,429
Single Family Housing	7,876.11	7,958.41	7135.41	21,502,377	21,502,377
Total	82,366.35	87,798.01	49,522.60	164,115,798	164,115,798

4.3 Trip Type Information

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	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
City Park	9.50	7.30	7.30	33.00	48.00	19.00	66	28	6
Condo/Townhouse	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
Elementary School	9.50	7.30	7.30	65.00	30.00	5.00	63	25	12
General Light Industry	9.50	7.30	7.30	59.00	28.00	13.00	92	5	3
General Office Building	9.50	7.30	7.30	33.00	48.00	19.00	77	19	4
Government Office Building	9.50	7.30	7.30	33.00	62.00	5.00	50	34	16
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4
Other Non-Asphalt Surfaces	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Regional Shopping Center	9.50	7.30	7.30	16.30	64.70	19.00	54	35	11
Single Family Housing	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
City Park	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Condo/Townhouse	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Elementary School	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
General Light Industry	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
General Office Building	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Government Office Building	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Hotel	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Other Non-Asphalt Surfaces	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Regional Shopping Center	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Single Family Housing	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	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	2.1714	18.9539	10.8160	0.1184		1.5003	1.5003		1.5003	1.5003		23,688.1305	23,688.1305	0.4540	0.4343	23,828.8972
NaturalGas Unmitigated	2.1714	18.9539	10.8160	0.1184		1.5003	1.5003		1.5003	1.5003		23,688.1305	23,688.1305	0.4540	0.4343	23,828.8972

5.2 Energy by Land Use - NaturalGas

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Unmitigated

	Natural Gas 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	29942	0.3229	2.7594	1.1742	0.0176		0.2231	0.2231		0.2231	0.2231		3,522.5925	3,522.5925	0.0675	0.0646	3,543.5255
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	49832.9	0.5374	4.5924	1.9542	0.0293		0.3713	0.3713		0.3713	0.3713		5,862.6897	5,862.6897	0.1124	0.1075	5,897.5288
Elementary School	4525.67	0.0488	0.4437	0.3727	2.6600e-003		0.0337	0.0337		0.0337	0.0337		532.4321	532.4321	0.0102	9.7600e-003	535.5960
General Light Industry	455.014	4.9100e-003	0.0446	0.0375	2.7000e-004		3.3900e-003	3.3900e-003		3.3900e-003	3.3900e-003		53.5310	53.5310	1.0300e-003	9.8000e-004	53.8491
General Office Building	10438.5	0.1126	1.0234	0.8596	6.1400e-003		0.0778	0.0778		0.0778	0.0778		1,228.0580	1,228.0580	0.0235	0.0225	1,235.3558
Government Office Building	471.096	5.0800e-003	0.0462	0.0388	2.8000e-004		3.5100e-003	3.5100e-003		3.5100e-003	3.5100e-003		55.4231	55.4231	1.0600e-003	1.0200e-003	55.7524
Hotel	43217.9	0.4661	4.2371	3.5591	0.0254		0.3220	0.3220		0.3220	0.3220		5,084.4571	5,084.4571	0.0975	0.0932	5,114.6714
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	8581.53	0.0926	0.8413	0.7067	5.0500e-003		0.0639	0.0639		0.0639	0.0639		1,009.5923	1,009.5923	0.0194	0.0185	1,015.5918
Single Family Housing	53884.5	0.5811	4.9658	2.1131	0.0317		0.4015	0.4015		0.4015	0.4015		6,339.3548	6,339.3548	0.1215	0.1162	6,377.0264
Total		2.1714	18.9539	10.8160	0.1184		1.5003	1.5003		1.5003	1.5003		23,688.1305	23,688.1305	0.4540	0.4343	23,828.8972

Mitigated

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	Natural Gas 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	29.942	0.3229	2.7594	1.1742	0.0176		0.2231	0.2231		0.2231	0.2231		3,522.5925	3,522.5925	0.0675	0.0646	3,543.5255
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	49.8329	0.5374	4.5924	1.9542	0.0293		0.3713	0.3713		0.3713	0.3713		5,862.6897	5,862.6897	0.1124	0.1075	5,897.5288
Elementary School	4.52567	0.0488	0.4437	0.3727	2.6600e-003		0.0337	0.0337		0.0337	0.0337		532.4321	532.4321	0.0102	9.7600e-003	535.5960
General Light Industry	0.455014	4.9100e-003	0.0446	0.0375	2.7000e-004		3.3900e-003	3.3900e-003		3.3900e-003	3.3900e-003		53.5310	53.5310	1.0300e-003	9.8000e-004	53.8491
General Office Building	10.4385	0.1126	1.0234	0.8596	6.1400e-003		0.0778	0.0778		0.0778	0.0778		1,228.0580	1,228.0580	0.0235	0.0225	1,235.3558
Government Office Building	0.471096	5.0800e-003	0.0462	0.0388	2.8000e-004		3.5100e-003	3.5100e-003		3.5100e-003	3.5100e-003		55.4231	55.4231	1.0600e-003	1.0200e-003	55.7524
Hotel	43.2179	0.4661	4.2371	3.5591	0.0254		0.3220	0.3220		0.3220	0.3220		5,084.4571	5,084.4571	0.0975	0.0932	5,114.6714
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	8.58153	0.0926	0.8413	0.7067	5.0500e-003		0.0639	0.0639		0.0639	0.0639		1,009.5923	1,009.5923	0.0194	0.0185	1,015.5918
Single Family Housing	53.8845	0.5811	4.9658	2.1131	0.0317		0.4015	0.4015		0.4015	0.4015		6,339.3548	6,339.3548	0.1215	0.1162	6,377.0264
Total		2.1714	18.9539	10.8160	0.1184		1.5003	1.5003		1.5003	1.5003		23,688.1305	23,688.1305	0.4540	0.4343	23,828.8972

6.0 Area Detail**6.1 Mitigation Measures Area**

Use Low VOC Paint - Residential Interior

Use Low VOC Paint - Residential Exterior

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

Use Low VOC Cleaning Supplies

	ROG	NOx	CO	SO2	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	141.1486	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849	0.0000	417.6291	417.6291	0.3994	0.0000	427.6147
Unmitigated	150.8938	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849	0.0000	417.6291	417.6291	0.3994	0.0000	427.6147

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	10.0238					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	133.9265					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	6.9435	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849		417.6291	417.6291	0.3994		427.6147

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	150.8938	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849	0.0000	417.6291	417.6291	0.3994	0.0000	427.6147
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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	10.0238					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	124.1813					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	6.9435	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849		417.6291	417.6291	0.3994		427.6147
Total	141.1486	2.6647	231.2408	0.0123		1.2849	1.2849		1.2849	1.2849	0.0000	417.6291	417.6291	0.3994	0.0000	427.6147

7.0 Water Detail**7.1 Mitigation Measures Water**

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

RiverPark Adopted Specific Plan - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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

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

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

RiverPark Adopted Specific Plan
Ventura County, Annual

1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	421.00	1000sqft	9.66	421,000.00	0
Government Office Building	19.00	1000sqft	0.44	19,000.00	0
Elementary School	1,683.00	Student	3.23	140,704.47	0
General Light Industry	8.00	1000sqft	0.18	8,000.00	0
Other Non-Asphalt Surfaces	226.00	Acre	226.00	9,844,560.00	0
City Park	43.50	Acre	43.50	1,894,860.00	0
Hotel	320.00	Room	10.67	464,640.00	0
Apartments Low Rise	880.00	Dwelling Unit	55.00	880,000.00	2693
Condo/Townhouse	1,102.00	Dwelling Unit	68.88	1,102,000.00	3372
Single Family Housing	823.00	Dwelling Unit	248.31	1,481,400.00	2518
Regional Shopping Center	1,574.00	1000sqft	36.13	1,574,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.6	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2030
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW hr)	390.98	CH4 Intensity (lb/MW hr)	0.033	N2O Intensity (lb/MW hr)	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Land Use - Based on Traffic Study Adopted Specific Plan land uses. Specific Plan area is 702 acres.

Construction Phase - Estimated construction assumption.

Grading -

Architectural Coating - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Vehicle Trips - Based on Traffic Study

Woodstoves - No woodstoves, no fireplace

Area Coating - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Construction Off-road Equipment Mitigation - Assumed VCAPCD Rule 55 dust control measures.

Area Mitigation - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Water Mitigation -

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Nonresidential_Interior	100.00	50.00
tblArchitecturalCoating	EF_Residential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Residential_Interior	75.00	50.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	100	50
tblAreaCoating	Area_EF_Nonresidential_Interior	100	50
tblAreaCoating	Area_EF_Residential_Exterior	100	50
tblAreaCoating	Area_EF_Residential_Interior	75	50
tblConstDustMitigation	WaterUnpavedRoadVehicleSpeed	0	15
tblConstructionPhase	NumDays	880.00	110.00
tblConstructionPhase	NumDays	12,400.00	1,550.00
tblConstructionPhase	NumDays	1,240.00	155.00
tblConstructionPhase	NumDays	880.00	110.00
tblConstructionPhase	NumDays	480.00	60.00
tblFireplaces	NumberNoFireplace	880.00	0.00
tblFireplaces	NumberNoFireplace	1,102.00	0.00

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblFireplaces	NumberNoFireplace	823.00	0.00
tblLandUse	LotAcreage	267.21	248.31
tblVehicleTrips	ST_TR	8.14	7.47
tblVehicleTrips	ST_TR	1.96	5.73
tblVehicleTrips	ST_TR	8.14	8.90
tblVehicleTrips	ST_TR	1.99	2.61
tblVehicleTrips	ST_TR	2.21	3.06
tblVehicleTrips	ST_TR	8.19	8.00
tblVehicleTrips	ST_TR	46.12	37.70
tblVehicleTrips	ST_TR	9.54	9.67
tblVehicleTrips	SU_TR	6.28	5.77
tblVehicleTrips	SU_TR	2.19	6.40
tblVehicleTrips	SU_TR	6.28	6.86
tblVehicleTrips	SU_TR	5.00	6.55
tblVehicleTrips	SU_TR	0.70	0.97
tblVehicleTrips	SU_TR	5.95	5.81
tblVehicleTrips	SU_TR	21.10	17.25
tblVehicleTrips	SU_TR	8.55	8.67
tblVehicleTrips	WD_TR	7.32	6.72
tblVehicleTrips	WD_TR	0.78	2.28
tblVehicleTrips	WD_TR	7.32	8.00
tblVehicleTrips	WD_TR	1.89	1.29
tblVehicleTrips	WD_TR	4.96	6.50
tblVehicleTrips	WD_TR	9.74	13.50
tblVehicleTrips	WD_TR	22.59	30.00
tblVehicleTrips	WD_TR	8.36	8.17
tblVehicleTrips	WD_TR	37.75	30.86
tblVehicleTrips	WD_TR	9.44	9.57

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.0 Emissions Summary**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					
2022	0.2792	2.9187	2.0697	4.3200e-003	1.1467	0.1294	1.2761	0.4968	0.1190	0.6159	0.0000	380.1155	380.1155	0.1201	3.0000e-004	383.2083
2023	2.7211	14.6422	25.3339	0.1068	8.4388	0.2067	8.6456	2.2918	0.1940	2.4857	0.0000	10,165.1985	10,165.1985	0.4632	0.8816	10,439.4841
2024	3.1668	17.1709	29.8354	0.1317	10.2992	0.2012	10.5005	2.7886	0.1897	2.9784	0.0000	12,616.5808	12,616.5808	0.5200	1.1052	12,958.9348
2025	2.9675	16.6498	28.2220	0.1278	10.2600	0.1874	10.4474	2.7780	0.1767	2.9547	0.0000	12,305.4303	12,305.4303	0.5089	1.0728	12,637.8486
2026	2.8130	16.3367	26.9610	0.1245	10.2601	0.1850	10.4452	2.7781	0.1745	2.9526	0.0000	12,053.0298	12,053.0298	0.5021	1.0465	12,377.4366
2027	2.6694	16.0291	25.8706	0.1214	10.2603	0.1822	10.4425	2.7781	0.1719	2.9500	0.0000	11,804.4269	11,804.4269	0.4962	1.0203	12,120.8724
2028	2.5268	15.7162	24.8733	0.1181	10.2210	0.1787	10.3997	2.7675	0.1686	2.9362	0.0000	11,533.2102	11,533.2102	0.4901	0.9923	11,841.1719
2029	18.8954	3.0716	6.1773	0.0244	2.2885	0.0562	2.3448	0.6162	0.0526	0.6688	0.0000	2,370.4606	2,370.4606	0.1232	0.1639	2,422.3902
Maximum	18.8954	17.1709	29.8354	0.1317	10.2992	0.2067	10.5005	2.7886	0.1940	2.9784	0.0000	12,616.5808	12,616.5808	0.5200	1.1052	12,958.9348

Mitigated Construction

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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					
2022	0.2792	2.9187	2.0697	4.3200e-003	0.4547	0.1294	0.5841	0.1958	0.1190	0.3148	0.0000	380.1150	380.1150	0.1201	3.0000e-004	383.2078
2023	2.7211	14.6422	25.3339	0.1068	8.1856	0.2067	8.3923	2.2190	0.1940	2.4130	0.0000	10,165.1980	10,165.1980	0.4632	0.8816	10,439.4836
2024	3.1668	17.1709	29.8354	0.1317	10.2992	0.2012	10.5005	2.7886	0.1897	2.9784	0.0000	12,616.5804	12,616.5804	0.5200	1.1052	12,958.9344
2025	2.9675	16.6498	28.2220	0.1278	10.2600	0.1874	10.4474	2.7780	0.1767	2.9547	0.0000	12,305.4299	12,305.4299	0.5089	1.0728	12,637.8482
2026	2.8130	16.3367	26.9610	0.1245	10.2601	0.1850	10.4452	2.7781	0.1745	2.9526	0.0000	12,053.0294	12,053.0294	0.5021	1.0465	12,377.4363
2027	2.6694	16.0291	25.8706	0.1214	10.2603	0.1822	10.4425	2.7781	0.1719	2.9500	0.0000	11,804.4266	11,804.4266	0.4962	1.0203	12,120.8721
2028	2.5268	15.7162	24.8733	0.1181	10.2210	0.1787	10.3997	2.7675	0.1686	2.9362	0.0000	11,533.2099	11,533.2099	0.4901	0.9923	11,841.1716
2029	18.8954	3.0716	6.1773	0.0244	2.2885	0.0562	2.3448	0.6162	0.0526	0.6688	0.0000	2,370.4604	2,370.4604	0.1232	0.1639	2,422.3900
Maximum	18.8954	17.1709	29.8354	0.1317	10.2992	0.2067	10.5005	2.7886	0.1940	2.9784	0.0000	12,616.5804	12,616.5804	0.5200	1.1052	12,958.9344

	ROG	NOx	CO	SO2	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	1.50	0.00	1.47	2.16	0.00	2.02	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	5-24-2022	8-23-2022	1.2120	1.2120
2	8-24-2022	11-23-2022	1.3990	1.3990
3	11-24-2022	2-23-2023	1.3096	1.3096
4	2-24-2023	5-23-2023	3.8999	3.8999
5	5-24-2023	8-23-2023	5.0719	5.0719
6	8-24-2023	11-23-2023	5.2333	5.2333

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

7	11-24-2023	2-23-2024	5.2562	5.2562
8	2-24-2024	5-23-2024	4.9270	4.9270
9	5-24-2024	8-23-2024	4.9278	4.9278
10	8-24-2024	11-23-2024	5.0830	5.0830
11	11-24-2024	2-23-2025	5.0950	5.0950
12	2-24-2025	5-23-2025	4.7160	4.7160
13	5-24-2025	8-23-2025	4.7721	4.7721
14	8-24-2025	11-23-2025	4.9214	4.9214
15	11-24-2025	2-23-2026	4.9555	4.9555
16	2-24-2026	5-23-2026	4.6040	4.6040
17	5-24-2026	8-23-2026	4.6598	4.6598
18	8-24-2026	11-23-2026	4.8040	4.8040
19	11-24-2026	2-23-2027	4.8371	4.8371
20	2-24-2027	5-23-2027	4.4958	4.4958
21	5-24-2027	8-23-2027	4.5512	4.5512
22	8-24-2027	11-23-2027	4.6907	4.6907
23	11-24-2027	2-23-2028	4.7302	4.7302
24	2-24-2028	5-23-2028	4.4541	4.4541
25	5-24-2028	8-23-2028	4.4583	4.4583
26	8-24-2028	11-23-2028	4.5937	4.5937
27	11-24-2028	2-23-2029	4.6320	4.6320
28	2-24-2029	5-23-2029	0.4429	0.4429
29	5-24-2029	8-23-2029	3.1326	3.1326
30	8-24-2029	9-30-2029	4.5931	4.5931
		Highest	5.2562	5.2562

2.2 Overall Operational

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	26.8958	0.2398	20.8117	1.1000e-003		0.1156	0.1156		0.1156	0.1156	0.0000	34.0980	34.0980	0.0326	0.0000	34.9133
Energy	0.3963	3.4591	1.9739	0.0216		0.2738	0.2738		0.2738	0.2738	0.0000	11,673.8131	11,673.8131	0.7295	0.1512	11,737.1098
Mobile	27.8166	27.7362	244.3286	0.4804	61.7861	0.3483	62.1344	16.4918	0.3249	16.8167	0.0000	46,903.2637	46,903.2637	3.2941	2.2469	47,655.1779
Waste						0.0000	0.0000		0.0000	0.0000	913.8673	0.0000	913.8673	54.0080	0.0000	2,264.0677
Water						0.0000	0.0000		0.0000	0.0000	124.3619	1,492.4954	1,616.8574	12.8991	0.3169	2,033.7634
Total	55.1087	31.4351	267.1142	0.5031	61.7861	0.7378	62.5239	16.4918	0.7144	17.2062	1,038.2293	60,103.6703	61,141.8996	70.9633	2.7149	63,725.0321

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	25.1173	0.2398	20.8117	1.1000e-003		0.1156	0.1156		0.1156	0.1156	0.0000	34.0980	34.0980	0.0326	0.0000	34.9133
Energy	0.3963	3.4591	1.9739	0.0216		0.2738	0.2738		0.2738	0.2738	0.0000	11,673.8131	11,673.8131	0.7295	0.1512	11,737.1098
Mobile	27.8166	27.7362	244.3286	0.4804	61.7861	0.3483	62.1344	16.4918	0.3249	16.8167	0.0000	46,903.2637	46,903.2637	3.2941	2.2469	47,655.1779

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Waste						0.0000	0.0000		0.0000	0.0000	913.8673	0.0000	913.8673	54.0080	0.0000	2,264.0677
Water						0.0000	0.0000		0.0000	0.0000	99.4895	1,275.6302	1,375.1198	10.3262	0.2543	1,709.0657
Total	53.3302	31.4351	267.1142	0.5031	61.7861	0.7378	62.5239	16.4918	0.7144	17.2062	1,013.3569	59,886.8051	60,900.1620	68.3904	2.6524	63,400.3344

	ROG	NOx	CO	SO2	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	3.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.40	0.36	0.40	3.63	2.30	0.51

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	5/24/2022	8/15/2022	5	60	
2	Grading	Grading	8/16/2022	3/20/2023	5	155	
3	Building Construction	Building Construction	3/21/2023	2/26/2029	5	1550	
4	Paving	Paving	2/27/2029	7/30/2029	5	110	
5	Architectural Coating	Architectural Coating	7/31/2029	12/31/2029	5	110	

Acres of Grading (Site Preparation Phase): 90

Acres of Grading (Grading Phase): 465

Acres of Paving: 226

Residential Indoor: 7,013,385; Residential Outdoor: 2,337,795; Non-Residential Indoor: 3,941,017; Non-Residential Outdoor: 1,313,672; Striped

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
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RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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

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
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	7,556.00	2,655.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	1,511.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Water Exposed Area

Reduce Vehicle Speed on Unpaved Roads

3.2 Site Preparation - 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					0.5897	0.0000	0.5897	0.3031	0.0000	0.3031	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0951	0.9925	0.5909	1.1400e-003		0.0484	0.0484		0.0445	0.0445	0.0000	100.3182	100.3182	0.0324	0.0000	101.1293
Total	0.0951	0.9925	0.5909	1.1400e-003	0.5897	0.0484	0.6381	0.3031	0.0445	0.3476	0.0000	100.3182	100.3182	0.0324	0.0000	101.1293

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	1.6600e-003	1.2200e-003	0.0145	4.0000e-005	4.3500e-003	3.0000e-005	4.3800e-003	1.1600e-003	2.0000e-005	1.1800e-003	0.0000	3.4768	3.4768	1.2000e-004	1.1000e-004	3.5118

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	1.6600e-003	1.2200e-003	0.0145	4.0000e-005	4.3500e-003	3.0000e-005	4.3800e-003	1.1600e-003	2.0000e-005	1.1800e-003	0.0000	3.4768	3.4768	1.2000e-004	1.1000e-004	3.5118
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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					0.2300	0.0000	0.2300	0.1182	0.0000	0.1182	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0951	0.9925	0.5909	1.1400e-003		0.0484	0.0484		0.0445	0.0445	0.0000	100.3181	100.3181	0.0324	0.0000	101.1292
Total	0.0951	0.9925	0.5909	1.1400e-003	0.2300	0.0484	0.2784	0.1182	0.0445	0.1627	0.0000	100.3181	100.3181	0.0324	0.0000	101.1292

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	1.6600e-003	1.2200e-003	0.0145	4.0000e-005	4.3500e-003	3.0000e-005	4.3800e-003	1.1600e-003	2.0000e-005	1.1800e-003	0.0000	3.4768	3.4768	1.2000e-004	1.1000e-004	3.5118

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	1.6600e-003	1.2200e-003	0.0145	4.0000e-005	4.3500e-003	3.0000e-005	4.3800e-003	1.1600e-003	2.0000e-005	1.1800e-003	0.0000	3.4768	3.4768	1.2000e-004	1.1000e-004	3.5118
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3.3 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					0.5447	0.0000	0.5447	0.1905	0.0000	0.1905	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.1794	1.9228	1.4376	3.0700e-003		0.0809	0.0809		0.0745	0.0745	0.0000	269.9463	269.9463	0.0873	0.0000	272.1289
Total	0.1794	1.9228	1.4376	3.0700e-003	0.5447	0.0809	0.6256	0.1905	0.0745	0.2649	0.0000	269.9463	269.9463	0.0873	0.0000	272.1289

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	3.0400e-003	2.2300e-003	0.0266	7.0000e-005	7.9800e-003	5.0000e-005	8.0300e-003	2.1200e-003	4.0000e-005	2.1600e-003	0.0000	6.3742	6.3742	2.2000e-004	2.0000e-004	6.4383

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	3.0400e-003	2.2300e-003	0.0266	7.0000e-005	7.9800e-003	5.0000e-005	8.0300e-003	2.1200e-003	4.0000e-005	2.1600e-003	0.0000	6.3742	6.3742	2.2000e-004	2.0000e-004	6.4383
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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					0.2124	0.0000	0.2124	0.0743	0.0000	0.0743	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.1794	1.9228	1.4376	3.0700e-003		0.0809	0.0809		0.0745	0.0745	0.0000	269.9459	269.9459	0.0873	0.0000	272.1286
Total	0.1794	1.9228	1.4376	3.0700e-003	0.2124	0.0809	0.2934	0.0743	0.0745	0.1487	0.0000	269.9459	269.9459	0.0873	0.0000	272.1286

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	3.0400e-003	2.2300e-003	0.0266	7.0000e-005	7.9800e-003	5.0000e-005	8.0300e-003	2.1200e-003	4.0000e-005	2.1600e-003	0.0000	6.3742	6.3742	2.2000e-004	2.0000e-004	6.4383

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	3.0400e-003	2.2300e-003	0.0266	7.0000e-005	7.9800e-003	5.0000e-005	8.0300e-003	2.1200e-003	4.0000e-005	2.1600e-003	0.0000	6.3742	6.3742	2.2000e-004	2.0000e-004	6.4383
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3.3 Grading - 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					
Fugitive Dust					0.4152	0.0000	0.4152	0.1193	0.0000	0.1193	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0930	0.9664	0.7854	1.7400e-003		0.0399	0.0399		0.0367	0.0367	0.0000	152.6986	152.6986	0.0494	0.0000	153.9332
Total	0.0930	0.9664	0.7854	1.7400e-003	0.4152	0.0399	0.4551	0.1193	0.0367	0.1560	0.0000	152.6986	152.6986	0.0494	0.0000	153.9332

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	1.6000e-003	1.1200e-003	0.0139	4.0000e-005	4.5200e-003	2.0000e-005	4.5400e-003	1.2000e-003	2.0000e-005	1.2200e-003	0.0000	3.5114	3.5114	1.1000e-004	1.0000e-004	3.5449

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	1.6000e-003	1.1200e-003	0.0139	4.0000e-005	4.5200e-003	2.0000e-005	4.5400e-003	1.2000e-003	2.0000e-005	1.2200e-003	0.0000	3.5114	3.5114	1.1000e-004	1.0000e-004	3.5449
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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					0.1619	0.0000	0.1619	0.0465	0.0000	0.0465	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0930	0.9664	0.7854	1.7400e-003		0.0399	0.0399		0.0367	0.0367	0.0000	152.6984	152.6984	0.0494	0.0000	153.9331
Total	0.0930	0.9664	0.7854	1.7400e-003	0.1619	0.0399	0.2018	0.0465	0.0367	0.0832	0.0000	152.6984	152.6984	0.0494	0.0000	153.9331

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	1.6000e-003	1.1200e-003	0.0139	4.0000e-005	4.5200e-003	2.0000e-005	4.5400e-003	1.2000e-003	2.0000e-005	1.2200e-003	0.0000	3.5114	3.5114	1.1000e-004	1.0000e-004	3.5449

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	1.6000e-003	1.1200e-003	0.0139	4.0000e-005	4.5200e-003	2.0000e-005	4.5400e-003	1.2000e-003	2.0000e-005	1.2200e-003	0.0000	3.5114	3.5114	1.1000e-004	1.0000e-004	3.5449
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3.4 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	0.1604	1.4673	1.6569	2.7500e-003		0.0714	0.0714		0.0672	0.0672	0.0000	236.4408	236.4408	0.0563	0.0000	237.8470
Total	0.1604	1.4673	1.6569	2.7500e-003		0.0714	0.0714		0.0672	0.0672	0.0000	236.4408	236.4408	0.0563	0.0000	237.8470

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	0.2635	10.6617	3.6964	0.0502	1.8047	0.0612	1.8659	0.5206	0.0585	0.5791	0.0000	4,939.9197	4,939.9197	0.2028	0.7396	5,165.3836
Worker	2.2026	1.5457	19.1812	0.0521	6.2144	0.0343	6.2487	1.6507	0.0316	1.6823	0.0000	4,832.6280	4,832.6280	0.1547	0.1419	4,878.7753

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	2.4661	12.2074	22.8776	0.1022	8.0191	0.0955	8.1146	2.1713	0.0901	2.2614	0.0000	9,772.5477	9,772.5477	0.3575	0.8815	10,044.1589
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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	0.1604	1.4673	1.6569	2.7500e-003		0.0714	0.0714		0.0672	0.0672	0.0000	236.4406	236.4406	0.0563	0.0000	237.8467
Total	0.1604	1.4673	1.6569	2.7500e-003		0.0714	0.0714		0.0672	0.0672	0.0000	236.4406	236.4406	0.0563	0.0000	237.8467

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	0.2635	10.6617	3.6964	0.0502	1.8047	0.0612	1.8659	0.5206	0.0585	0.5791	0.0000	4,939.9197	4,939.9197	0.2028	0.7396	5,165.3836
Worker	2.2026	1.5457	19.1812	0.0521	6.2144	0.0343	6.2487	1.6507	0.0316	1.6823	0.0000	4,832.6280	4,832.6280	0.1547	0.1419	4,878.7753

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	2.4661	12.2074	22.8776	0.1022	8.0191	0.0955	8.1146	2.1713	0.0901	2.2614	0.0000	9,772.5477	9,772.5477	0.3575	0.8815	10,044.1589
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3.4 Building Construction - 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	0.1928	1.7611	2.1179	3.5300e-003		0.0803	0.0803		0.0756	0.0756	0.0000	303.7223	303.7223	0.0718	0.0000	305.5179
Total	0.1928	1.7611	2.1179	3.5300e-003		0.0803	0.0803		0.0756	0.0756	0.0000	303.7223	303.7223	0.0718	0.0000	305.5179

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	0.3299	13.6287	4.7234	0.0634	2.3180	0.0787	2.3967	0.6687	0.0753	0.7440	0.0000	6,248.7274	6,248.7274	0.2671	0.9353	6,534.1155
Worker	2.6441	1.7810	22.9942	0.0648	7.9812	0.0422	8.0234	2.1200	0.0388	2.1588	0.0000	6,064.1311	6,064.1311	0.1811	0.1699	6,119.3013

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	2.9740	15.4097	27.7175	0.1282	10.2992	0.1209	10.4201	2.7886	0.1141	2.9028	0.0000	12,312.8585	12,312.8585	0.4482	1.1052	12,653.4169
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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	0.1928	1.7611	2.1179	3.5300e-003		0.0803	0.0803		0.0756	0.0756	0.0000	303.7220	303.7220	0.0718	0.0000	305.5175
Total	0.1928	1.7611	2.1179	3.5300e-003		0.0803	0.0803		0.0756	0.0756	0.0000	303.7220	303.7220	0.0718	0.0000	305.5175

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	0.3299	13.6287	4.7234	0.0634	2.3180	0.0787	2.3967	0.6687	0.0753	0.7440	0.0000	6,248.7274	6,248.7274	0.2671	0.9353	6,534.1155
Worker	2.6441	1.7810	22.9942	0.0648	7.9812	0.0422	8.0234	2.1200	0.0388	2.1588	0.0000	6,064.1311	6,064.1311	0.1811	0.1699	6,119.3013

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	2.9740	15.4097	27.7175	0.1282	10.2992	0.1209	10.4201	2.7886	0.1141	2.9028	0.0000	12,312.8585	12,312.8585	0.4482	1.1052	12,653.4169
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3.4 Building Construction - 2025

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	0.1785	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6549	302.6549	0.0711	0.0000	304.4335
Total	0.1785	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6549	302.6549	0.0711	0.0000	304.4335

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	0.3210	13.4219	4.6874	0.0619	2.3093	0.0785	2.3877	0.6662	0.0751	0.7412	0.0000	6,111.2697	6,111.2697	0.2736	0.9143	6,390.5749
Worker	2.4680	1.6006	21.4355	0.0623	7.9508	0.0401	7.9908	2.1119	0.0369	2.1488	0.0000	5,891.5057	5,891.5057	0.1641	0.1585	5,942.8402

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	2.7890	15.0225	26.1229	0.1242	10.2600	0.1185	10.3785	2.7780	0.1119	2.8900	0.0000	12,002.775 4	12,002.775 4	0.4378	1.0728	12,333.4151
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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	0.1784	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6545	302.6545	0.0711	0.0000	304.4331
Total	0.1784	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6545	302.6545	0.0711	0.0000	304.4331

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	0.3210	13.4219	4.6874	0.0619	2.3093	0.0785	2.3877	0.6662	0.0751	0.7412	0.0000	6,111.2697	6,111.2697	0.2736	0.9143	6,390.5749
Worker	2.4680	1.6006	21.4355	0.0623	7.9508	0.0401	7.9908	2.1119	0.0369	2.1488	0.0000	5,891.5057	5,891.5057	0.1641	0.1585	5,942.8402

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	2.7890	15.0225	26.1229	0.1242	10.2600	0.1185	10.3785	2.7780	0.1119	2.8900	0.0000	12,002.775 4	12,002.775 4	0.4378	1.0728	12,333.4151
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3.4 Building Construction - 2026

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	0.1785	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6549	302.6549	0.0711	0.0000	304.4335
Total	0.1785	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6549	302.6549	0.0711	0.0000	304.4335

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	0.3142	13.2533	4.6806	0.0607	2.3094	0.0781	2.3875	0.6662	0.0747	0.7409	0.0000	5,998.0011	5,998.0011	0.2810	0.8970	6,272.3333
Worker	2.3204	1.4561	20.1814	0.0604	7.9508	0.0381	7.9888	2.1119	0.0351	2.1469	0.0000	5,752.3738	5,752.3738	0.1500	0.1495	5,800.6698

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	2.6346	14.7094	24.8619	0.1210	10.2601	0.1162	10.3763	2.7781	0.1098	2.8879	0.0000	11,750.374 9	11,750.374 9	0.4310	1.0465	12,073.0031
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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	0.1784	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6545	302.6545	0.0711	0.0000	304.4331
Total	0.1784	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6545	302.6545	0.0711	0.0000	304.4331

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	0.3142	13.2533	4.6806	0.0607	2.3094	0.0781	2.3875	0.6662	0.0747	0.7409	0.0000	5,998.0011	5,998.0011	0.2810	0.8970	6,272.3333
Worker	2.3204	1.4561	20.1814	0.0604	7.9508	0.0381	7.9888	2.1119	0.0351	2.1469	0.0000	5,752.3738	5,752.3738	0.1500	0.1495	5,800.6698

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	2.6346	14.7094	24.8619	0.1210	10.2601	0.1162	10.3763	2.7781	0.1098	2.8879	0.0000	11,750.374 9	11,750.374 9	0.4310	1.0465	12,073.0031
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3.4 Building Construction - 2027

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	0.1785	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6549	302.6549	0.0711	0.0000	304.4335
Total	0.1785	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6549	302.6549	0.0711	0.0000	304.4335

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	0.3084	13.0695	4.6753	0.0593	2.3095	0.0776	2.3871	0.6663	0.0742	0.7404	0.0000	5,875.1478	5,875.1478	0.2875	0.8785	6,144.1133
Worker	2.1826	1.3323	19.0962	0.0586	7.9508	0.0358	7.9866	2.1119	0.0330	2.1448	0.0000	5,626.6242	5,626.6242	0.1375	0.1418	5,672.3256

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	2.4910	14.4018	23.7715	0.1179	10.2603	0.1134	10.3736	2.7781	0.1072	2.8853	0.0000	11,501.7720	11,501.7720	0.4251	1.0203	11,816.4389
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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	0.1784	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6545	302.6545	0.0711	0.0000	304.4331
Total	0.1784	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6545	302.6545	0.0711	0.0000	304.4331

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	0.3084	13.0695	4.6753	0.0593	2.3095	0.0776	2.3871	0.6663	0.0742	0.7404	0.0000	5,875.1478	5,875.1478	0.2875	0.8785	6,144.1133
Worker	2.1826	1.3323	19.0962	0.0586	7.9508	0.0358	7.9866	2.1119	0.0330	2.1448	0.0000	5,626.6242	5,626.6242	0.1375	0.1418	5,672.3256

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	2.4910	14.4018	23.7715	0.1179	10.2603	0.1134	10.3736	2.7781	0.1072	2.8853	0.0000	11,501.7720	11,501.7720	0.4251	1.0203	11,816.4389
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3.4 Building Construction - 2028

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	0.1778	1.6211	2.0910	3.5000e-003		0.0686	0.0686		0.0645	0.0645	0.0000	301.4953	301.4953	0.0709	0.0000	303.2671
Total	0.1778	1.6211	2.0910	3.5000e-003		0.0686	0.0686		0.0645	0.0645	0.0000	301.4953	301.4953	0.0709	0.0000	303.2671

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	0.3028	12.8726	4.6688	0.0578	2.3007	0.0768	2.3775	0.6637	0.0735	0.7372	0.0000	5,737.2178	5,737.2178	0.2930	0.8575	6,000.0737
Worker	2.0462	1.2226	18.1135	0.0568	7.9203	0.0333	7.9536	2.1038	0.0307	2.1344	0.0000	5,494.4972	5,494.4972	0.1263	0.1348	5,537.8311

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	2.3490	14.0951	22.7823	0.1146	10.2210	0.1101	10.3312	2.7675	0.1041	2.8716	0.0000	11,231.7150	11,231.7150	0.4193	0.9923	11,537.9048
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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	0.1778	1.6211	2.0910	3.5000e-003		0.0686	0.0686		0.0645	0.0645	0.0000	301.4949	301.4949	0.0709	0.0000	303.2667
Total	0.1778	1.6211	2.0910	3.5000e-003		0.0686	0.0686		0.0645	0.0645	0.0000	301.4949	301.4949	0.0709	0.0000	303.2667

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	0.3028	12.8726	4.6688	0.0578	2.3007	0.0768	2.3775	0.6637	0.0735	0.7372	0.0000	5,737.2178	5,737.2178	0.2930	0.8575	6,000.0737
Worker	2.0462	1.2226	18.1135	0.0568	7.9203	0.0333	7.9536	2.1038	0.0307	2.1344	0.0000	5,494.4972	5,494.4972	0.1263	0.1348	5,537.8311

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	2.3490	14.0951	22.7823	0.1146	10.2210	0.1101	10.3312	2.7675	0.1041	2.8716	0.0000	11,231.7150	11,231.7150	0.4193	0.9923	11,537.9048
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3.4 Building Construction - 2029

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	0.0280	0.2556	0.3297	5.5000e-004		0.0108	0.0108		0.0102	0.0102	0.0000	47.5435	47.5435	0.0112	0.0000	47.8229
Total	0.0280	0.2556	0.3297	5.5000e-004		0.0108	0.0108		0.0102	0.0102	0.0000	47.5435	47.5435	0.0112	0.0000	47.8229

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	0.0471	2.0059	0.7377	8.9300e-003	0.3628	0.0120	0.3748	0.1047	0.0115	0.1162	0.0000	886.8122	886.8122	0.0473	0.1325	927.4775
Worker	0.3030	0.1784	2.7296	8.7300e-003	1.2490	4.9000e-003	1.2539	0.3318	4.5100e-003	0.3363	0.0000	850.9026	850.9026	0.0184	0.0204	857.4373

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	0.3500	2.1844	3.4673	0.0177	1.6118	0.0169	1.6287	0.4364	0.0160	0.4524	0.0000	1,737.7148	1,737.7148	0.0657	0.1529	1,784.9149
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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	0.0280	0.2556	0.3297	5.5000e-004		0.0108	0.0108		0.0102	0.0102	0.0000	47.5434	47.5434	0.0112	0.0000	47.8228
Total	0.0280	0.2556	0.3297	5.5000e-004		0.0108	0.0108		0.0102	0.0102	0.0000	47.5434	47.5434	0.0112	0.0000	47.8228

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	0.0471	2.0059	0.7377	8.9300e-003	0.3628	0.0120	0.3748	0.1047	0.0115	0.1162	0.0000	886.8122	886.8122	0.0473	0.1325	927.4775
Worker	0.3030	0.1784	2.7296	8.7300e-003	1.2490	4.9000e-003	1.2539	0.3318	4.5100e-003	0.3363	0.0000	850.9026	850.9026	0.0184	0.0204	857.4373

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	0.3500	2.1844	3.4673	0.0177	1.6118	0.0169	1.6287	0.4364	0.0160	0.4524	0.0000	1,737.7148	1,737.7148	0.0657	0.1529	1,784.9149
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3.5 Paving - 2029

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	0.0503	0.4720	0.8018	1.2500e-003		0.0230	0.0230		0.0212	0.0212	0.0000	110.1059	110.1059	0.0356	0.0000	110.9962
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0503	0.4720	0.8018	1.2500e-003		0.0230	0.0230		0.0212	0.0212	0.0000	110.1059	110.1059	0.0356	0.0000	110.9962

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	1.6100e-003	9.5000e-004	0.0145	5.0000e-005	6.6500e-003	3.0000e-005	6.6800e-003	1.7700e-003	2.0000e-005	1.7900e-003	0.0000	4.5320	4.5320	1.0000e-004	1.1000e-004	4.5668

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	1.6100e-003	9.5000e-004	0.0145	5.0000e-005	6.6500e-003	3.0000e-005	6.6800e-003	1.7700e-003	2.0000e-005	1.7900e-003	0.0000	4.5320	4.5320	1.0000e-004	1.1000e-004	4.5668
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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	0.0503	0.4720	0.8018	1.2500e-003		0.0230	0.0230		0.0212	0.0212	0.0000	110.1058	110.1058	0.0356	0.0000	110.9960
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0503	0.4720	0.8018	1.2500e-003		0.0230	0.0230		0.0212	0.0212	0.0000	110.1058	110.1058	0.0356	0.0000	110.9960

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	1.6100e-003	9.5000e-004	0.0145	5.0000e-005	6.6500e-003	3.0000e-005	6.6800e-003	1.7700e-003	2.0000e-005	1.7900e-003	0.0000	4.5320	4.5320	1.0000e-004	1.1000e-004	4.5668

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	1.6100e-003	9.5000e-004	0.0145	5.0000e-005	6.6500e-003	3.0000e-005	6.6800e-003	1.7700e-003	2.0000e-005	1.7900e-003	0.0000	4.5320	4.5320	1.0000e-004	1.1000e-004	4.5668
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3.6 Architectural Coating - 2029

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	18.2934					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.4000e-003	0.0630	0.0995	1.6000e-004		2.8300e-003	2.8300e-003		2.8300e-003	2.8300e-003	0.0000	14.0429	14.0429	7.7000e-004	0.0000	14.0621
Total	18.3028	0.0630	0.0995	1.6000e-004		2.8300e-003	2.8300e-003		2.8300e-003	2.8300e-003	0.0000	14.0429	14.0429	7.7000e-004	0.0000	14.0621

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	0.1625	0.0957	1.4644	4.6900e-003	0.6701	2.6300e-003	0.6727	0.1780	2.4200e-003	0.1804	0.0000	456.5215	456.5215	9.8700e-003	0.0109	460.0274

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	0.1625	0.0957	1.4644	4.6900e-003	0.6701	2.6300e-003	0.6727	0.1780	2.4200e-003	0.1804	0.0000	456.5215	456.5215	9.8700e-003	0.0109	460.0274
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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	18.2934					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.4000e-003	0.0630	0.0995	1.6000e-004		2.8300e-003	2.8300e-003		2.8300e-003	2.8300e-003	0.0000	14.0429	14.0429	7.7000e-004	0.0000	14.0620
Total	18.3028	0.0630	0.0995	1.6000e-004		2.8300e-003	2.8300e-003		2.8300e-003	2.8300e-003	0.0000	14.0429	14.0429	7.7000e-004	0.0000	14.0620

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	0.1625	0.0957	1.4644	4.6900e-003	0.6701	2.6300e-003	0.6727	0.1780	2.4200e-003	0.1804	0.0000	456.5215	456.5215	9.8700e-003	0.0109	460.0274

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	0.1625	0.0957	1.4644	4.6900e-003	0.6701	2.6300e-003	0.6727	0.1780	2.4200e-003	0.1804	0.0000	456.5215	456.5215	9.8700e-003	0.0109	460.0274
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4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	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	27.8166	27.7362	244.3286	0.4804	61.7861	0.3483	62.1344	16.4918	0.3249	16.8167	0.0000	46,903.2637	46,903.2637	3.2941	2.2469	47,655.1779
Unmitigated	27.8166	27.7362	244.3286	0.4804	61.7861	0.3483	62.1344	16.4918	0.3249	16.8167	0.0000	46,903.2637	46,903.2637	3.2941	2.2469	47,655.1779

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	5,913.60	6,573.60	5077.60	16,270,234	16,270,234
City Park	99.18	249.26	278.40	312,163	312,163
Condo/Townhouse	8,816.00	9,807.80	7559.72	24,254,851	24,254,851
Elementary School	2,171.07	0.00	0.00	3,419,341	3,419,341
General Light Industry	52.00	20.88	52.40	139,002	139,002
General Office Building	5,683.50	1,288.26	408.37	10,280,761	10,280,761
Government Office Building	570.00	0.00	0.00	698,201	698,201

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Hotel	2,614.40	2,560.00	1859.20	4,747,438	4,747,438
Other Non-Asphalt Surfaces	0.00	0.00	0.00		
Regional Shopping Center	48,570.49	59,339.80	27151.50	82,491,429	82,491,429
Single Family Housing	7,876.11	7,958.41	7135.41	21,502,377	21,502,377
Total	82,366.35	87,798.01	49,522.60	164,115,798	164,115,798

4.3 Trip Type Information

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	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
City Park	9.50	7.30	7.30	33.00	48.00	19.00	66	28	6
Condo/Townhouse	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
Elementary School	9.50	7.30	7.30	65.00	30.00	5.00	63	25	12
General Light Industry	9.50	7.30	7.30	59.00	28.00	13.00	92	5	3
General Office Building	9.50	7.30	7.30	33.00	48.00	19.00	77	19	4
Government Office Building	9.50	7.30	7.30	33.00	62.00	5.00	50	34	16
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4
Other Non-Asphalt Surfaces	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Regional Shopping Center	9.50	7.30	7.30	16.30	64.70	19.00	54	35	11
Single Family Housing	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
City Park	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Condo/Townhouse	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Elementary School	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
General Light Industry	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
General Office Building	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Government Office Building	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Hotel	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Other Non-Asphalt Surfaces	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178

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Regional Shopping Center	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Single Family Housing	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	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	7,751.9775	7,751.9775	0.6543	0.0793	7,791.9686
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	7,751.9775	7,751.9775	0.6543	0.0793	7,791.9686
NaturalGas Mitigated	0.3963	3.4591	1.9739	0.0216		0.2738	0.2738		0.2738	0.2738	0.0000	3,921.8357	3,921.8357	0.0752	0.0719	3,945.1412
NaturalGas Unmitigated	0.3963	3.4591	1.9739	0.0216		0.2738	0.2738		0.2738	0.2738	0.0000	3,921.8357	3,921.8357	0.0752	0.0719	3,945.1412

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
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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	1.09288e+07	0.0589	0.5036	0.2143	3.2100e-003		0.0407	0.0407		0.0407	0.0407	0.0000	583.2047	583.2047	0.0112	0.0107	586.6704
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	1.8189e+007	0.0981	0.8381	0.3567	5.3500e-003		0.0678	0.0678		0.0678	0.0678	0.0000	970.6340	970.6340	0.0186	0.0178	976.4020
Elementary School	1.65187e+006	8.9100e-003	0.0810	0.0680	4.9000e-004		6.1500e-003	6.1500e-003		6.1500e-003	6.1500e-003	0.0000	88.1501	88.1501	1.6900e-003	1.6200e-003	88.6739
General Light Industry	166080	9.0000e-004	8.1400e-003	6.8400e-003	5.0000e-005		6.2000e-004	6.2000e-004		6.2000e-004	6.2000e-004	0.0000	8.8627	8.8627	1.7000e-004	1.6000e-004	8.9153
General Office Building	3.81005e+006	0.0205	0.1868	0.1569	1.1200e-003		0.0142	0.0142		0.0142	0.0142	0.0000	203.3188	203.3188	3.9000e-003	3.7300e-003	204.5270
Government Office Building	171950	9.3000e-004	8.4300e-003	7.0800e-003	5.0000e-005		6.4000e-004	6.4000e-004		6.4000e-004	6.4000e-004	0.0000	9.1759	9.1759	1.8000e-004	1.7000e-004	9.2304
Hotel	1.57745e+007	0.0851	0.7733	0.6495	4.6400e-003		0.0588	0.0588		0.0588	0.0588	0.0000	841.7889	841.7889	0.0161	0.0154	846.7912
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	3.13226e+006	0.0169	0.1535	0.1290	9.2000e-004		0.0117	0.0117		0.0117	0.0117	0.0000	167.1493	167.1493	3.2000e-003	3.0600e-003	168.1426
Single Family Housing	1.96678e+007	0.1061	0.9063	0.3856	5.7800e-003		0.0733	0.0733		0.0733	0.0733	0.0000	1,049.5513	1,049.5513	0.0201	0.0192	1,055.7882
Total		0.3963	3.4591	1.9739	0.0216		0.2738	0.2738		0.2738	0.2738	0.0000	3,921.8357	3,921.8357	0.0752	0.0719	3,945.1412

Mitigated

	Natural Gas 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					

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Apartments Low Rise	1.09288e+007	0.0589	0.5036	0.2143	3.2100e-003		0.0407	0.0407		0.0407	0.0407	0.0000	583.2047	583.2047	0.0112	0.0107	586.6704
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	1.8189e+007	0.0981	0.8381	0.3567	5.3500e-003		0.0678	0.0678		0.0678	0.0678	0.0000	970.6340	970.6340	0.0186	0.0178	976.4020
Elementary School	1.65187e+006	8.9100e-003	0.0810	0.0680	4.9000e-004		6.1500e-003	6.1500e-003		6.1500e-003	6.1500e-003	0.0000	88.1501	88.1501	1.6900e-003	1.6200e-003	88.6739
General Light Industry	166080	9.0000e-004	8.1400e-003	6.8400e-003	5.0000e-005		6.2000e-004	6.2000e-004		6.2000e-004	6.2000e-004	0.0000	8.8627	8.8627	1.7000e-004	1.6000e-004	8.9153
General Office Building	3.81005e+006	0.0205	0.1868	0.1569	1.1200e-003		0.0142	0.0142		0.0142	0.0142	0.0000	203.3188	203.3188	3.9000e-003	3.7300e-003	204.5270
Government Office Building	171950	9.3000e-004	8.4300e-003	7.0800e-003	5.0000e-005		6.4000e-004	6.4000e-004		6.4000e-004	6.4000e-004	0.0000	9.1759	9.1759	1.8000e-004	1.7000e-004	9.2304
Hotel	1.57745e+007	0.0851	0.7733	0.6495	4.6400e-003		0.0588	0.0588		0.0588	0.0588	0.0000	841.7889	841.7889	0.0161	0.0154	846.7912
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	3.13226e+006	0.0169	0.1535	0.1290	9.2000e-004		0.0117	0.0117		0.0117	0.0117	0.0000	167.1493	167.1493	3.2000e-003	3.0600e-003	168.1426
Single Family Housing	1.96678e+007	0.1061	0.9063	0.3856	5.7800e-003		0.0733	0.0733		0.0733	0.0733	0.0000	1,049.5513	1,049.5513	0.0201	0.0192	1,055.7882
Total		0.3963	3.4591	1.9739	0.0216		0.2738	0.2738		0.2738	0.2738	0.0000	3,921.8357	3,921.8357	0.0752	0.0719	3,945.1412

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	3.53832e+006	627.5056	0.0530	6.4200e-003	630.7428
City Park	0	0.0000	0.0000	0.0000	0.0000

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Condo/Townhouse	5.32522e+006	944.4035	0.0797	9.6600e-003	949.2755
Elementary School	827342	146.7255	0.0124	1.5000e-003	147.4824
General Light Industry	66160	11.7332	9.9000e-004	1.2000e-004	11.7937
General Office Building	5.67929e+006	1,007.1968	0.0850	0.0103	1,012.3927
Government Office Building	256310	45.4554	3.8400e-003	4.7000e-004	45.6899
Hotel	4.0656e+006	721.0161	0.0609	7.3800e-003	724.7357
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	1.75186e+007	3,106.8492	0.2622	0.0318	3,122.8769
Single Family Housing	6.43429e+006	1,141.0923	0.0963	0.0117	1,146.9790
Total		7,751.9775	0.6543	0.0793	7,791.9686

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	3.53832e+006	627.5056	0.0530	6.4200e-003	630.7428
City Park	0	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	5.32522e+006	944.4035	0.0797	9.6600e-003	949.2755
Elementary School	827342	146.7255	0.0124	1.5000e-003	147.4824

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

General Light Industry	66160	11.7332	9.9000e-004	1.2000e-004	11.7937
General Office Building	5.67929e+006	1,007.1968	0.0850	0.0103	1,012.3927
Government Office Building	256310	45.4554	3.8400e-003	4.7000e-004	45.6899
Hotel	4.0656e+006	721.0161	0.0609	7.3800e-003	724.7357
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	1.75186e+007	3,106.8492	0.2622	0.0318	3,122.8769
Single Family Housing	6.43429e+006	1,141.0923	0.0963	0.0117	1,146.9790
Total		7,751.9775	0.6543	0.0793	7,791.9686

6.0 Area Detail**6.1 Mitigation Measures Area**

Use Low VOC Paint - Residential Interior

Use Low VOC Paint - Residential Exterior

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

Use Low VOC Cleaning Supplies

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
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RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Category	tons/yr										MT/yr					
Mitigated	25.1173	0.2398	20.8117	1.1000e-003		0.1156	0.1156		0.1156	0.1156	0.0000	34.0980	34.0980	0.0326	0.0000	34.9133
Unmitigated	26.8958	0.2398	20.8117	1.1000e-003		0.1156	0.1156		0.1156	0.1156	0.0000	34.0980	34.0980	0.0326	0.0000	34.9133

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	1.8293					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	24.4416					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.6249	0.2398	20.8117	1.1000e-003		0.1156	0.1156		0.1156	0.1156	0.0000	34.0980	34.0980	0.0326	0.0000	34.9133
Total	26.8958	0.2398	20.8117	1.1000e-003		0.1156	0.1156		0.1156	0.1156	0.0000	34.0980	34.0980	0.0326	0.0000	34.9133

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
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RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

SubCategory	tons/yr										MT/yr					
Architectural Coating	1.8293					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	22.6631					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.6249	0.2398	20.8117	1.1000e-003		0.1156	0.1156		0.1156	0.1156	0.0000	34.0980	34.0980	0.0326	0.0000	34.9133
Total	25.1173	0.2398	20.8117	1.1000e-003		0.1156	0.1156		0.1156	0.1156	0.0000	34.0980	34.0980	0.0326	0.0000	34.9133

7.0 Water Detail**7.1 Mitigation Measures Water**

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	1,375.1198	10.3262	0.2543	1,709.0657

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Unmitigated	1,616.8574	12.8991	0.3169	2,033.7634
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7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	57.3355 / 36.1463	221.8095	1.8855	0.0462	282.7130
City Park	0 / 51.8294	102.1200	8.6200e-003	1.0400e-003	102.6468
Condo/Townhouse	71.7997 / 45.2651	277.7660	2.3611	0.0579	354.0337
Elementary School	4.08 / 10.4914	31.3873	0.1355	3.4500e-003	35.8017
General Light Industry	1.85 / 0	4.8590	0.0606	1.4700e-003	6.8122
General Office Building	74.8259 / 45.861	286.8884	2.4604	0.0603	366.3573
Government Office Building	3.77453 / 2.31342	14.4719	0.1241	3.0400e-003	18.4806
Hotel	8.11737 / 0.90193	23.0971	0.2662	6.4600e-003	31.6768
Other Non-Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	116.59 / 71.4585	447.0158	3.8337	0.0939	570.8404
Single Family Housing	53.6218 / 33.805	207.4423	1.7633	0.0432	264.4009
Total		1,616.8574	12.8991	0.3169	2,033.7634

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	45.8684 / 33.9414	187.3471	1.5092	0.0371	236.1209
City Park	0 / 48.6678	95.8907	8.0900e-003	9.8000e-004	96.3854
Condo/Townhouse	57.4398 / 42.5039	234.6097	1.8899	0.0464	295.6878
Elementary School	3.264 / 9.85144	27.9832	0.1086	2.7900e-003	31.5295
General Light Industry	1.48 / 0	3.8872	0.0485	1.1700e-003	5.4498
General Office Building	59.8607 / 43.0635	242.0709	1.9694	0.0483	305.7107
Government Office Building	3.01963 / 2.17231	12.2111	0.0993	2.4400e-003	15.4213
Hotel	6.49389 / 0.846912	18.7247	0.2130	5.1700e-003	25.5897
Other Non-Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	93.2721 / 67.0995	377.1832	3.0686	0.0753	476.3438
Single Family Housing	42.8974 / 31.7429	175.2121	1.4115	0.0347	220.8267
Total		1,375.1198	10.3262	0.2543	1,709.0657

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**8.0 Waste Detail****8.1 Mitigation Measures Waste****Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	913.8673	54.0080	0.0000	2,264.0677
Unmitigated	913.8673	54.0080	0.0000	2,264.0677

8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	404.8	82.1707	4.8562	0.0000	203.5745
City Park	3.74	0.7592	0.0449	0.0000	1.8809
Condo/Townhouse	506.92	102.9002	6.0812	0.0000	254.9308
Elementary School	307.15	62.3487	3.6847	0.0000	154.4662

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

General Light Industry	9.92	2.0137	0.1190	0.0000	4.9888
General Office Building	391.53	79.4771	4.6970	0.0000	196.9010
Government Office Building	17.67	3.5869	0.2120	0.0000	8.8863
Hotel	175.2	35.5640	2.1018	0.0000	88.1084
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	1652.7	335.4832	19.8265	0.0000	831.1453
Single Family Housing	1032.38	209.5638	12.3849	0.0000	519.1855
Total		913.8673	54.0080	0.0000	2,264.0677

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	404.8	82.1707	4.8562	0.0000	203.5745
City Park	3.74	0.7592	0.0449	0.0000	1.8809
Condo/Townhouse	506.92	102.9002	6.0812	0.0000	254.9308
Elementary School	307.15	62.3487	3.6847	0.0000	154.4662
General Light Industry	9.92	2.0137	0.1190	0.0000	4.9888
General Office Building	391.53	79.4771	4.6970	0.0000	196.9010

RiverPark Adopted Specific Plan - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Government Office Building	17.67	3.5869	0.2120	0.0000	8.8863
Hotel	175.2	35.5640	2.1018	0.0000	88.1084
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	1652.7	335.4832	19.8265	0.0000	831.1453
Single Family Housing	1032.38	209.5638	12.3849	0.0000	519.1855
Total		913.8673	54.0080	0.0000	2,264.0677

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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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

Specific Plan Amendment

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

RiverPark Specific Plan Amendment
Ventura County, Summer

1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	421.00	1000sqft	9.66	421,000.00	0
Government Office Building	19.00	1000sqft	0.44	19,000.00	0
Elementary School	1,683.00	Student	3.23	140,704.47	0
General Light Industry	8.00	1000sqft	0.18	8,000.00	0
Other Non-Asphalt Surfaces	226.00	Acre	226.00	9,844,560.00	0
City Park	43.50	Acre	43.50	1,894,860.00	0
Hotel	320.00	Room	10.67	464,640.00	0
Apartments Low Rise	2,117.00	Dwelling Unit	132.31	2,117,000.00	6055
Condo/Townhouse	1,102.00	Dwelling Unit	68.88	1,102,000.00	3152
Single Family Housing	849.00	Dwelling Unit	184.67	1,528,200.00	2598
Regional Shopping Center	978.33	1000sqft	22.46	978,327.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.6	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2030
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	390.98	CH4 Intensity (lb/MWhr)	0.033	N2O Intensity (lb/MWhr)	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Based on Traffic Study Specific Plan Amendment land uses. Specific Plan area is 702 acres.

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Construction Phase - Estimated construction assumption.

Trips and VMT -

Grading -

Architectural Coating - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Vehicle Trips - Based on Traffic Study

Vehicle Emission Factors -

Vehicle Emission Factors -

Vehicle Emission Factors -

Woodstoves - No woodstoves, no fireplace

Consumer Products -

Area Coating - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Landscape Equipment -

Construction Off-road Equipment Mitigation - Assumed VCAPCD Rule 55 dust control measures.

Area Mitigation - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Water Mitigation -

Fleet Mix -

Solid Waste -

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Nonresidential_Interior	100.00	50.00
tblArchitecturalCoating	EF_Residential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Residential_Interior	75.00	50.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	100	50
tblAreaCoating	Area_EF_Nonresidential_Interior	100	50
tblAreaCoating	Area_EF_Residential_Exterior	100	50
tblAreaCoating	Area_EF_Residential_Interior	75	50
tblConstructionPhase	NumDays	880.00	110.00
tblConstructionPhase	NumDays	12,400.00	1,550.00

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblConstructionPhase	NumDays	1,240.00	155.00
tblConstructionPhase	NumDays	880.00	110.00
tblConstructionPhase	NumDays	480.00	60.00
tblFireplaces	NumberNoFireplace	2,117.00	0.00
tblFireplaces	NumberNoFireplace	1,102.00	0.00
tblFireplaces	NumberNoFireplace	849.00	0.00
tblLandUse	LandUseSquareFeet	978,330.00	978,327.00
tblLandUse	LotAcreage	275.65	184.67
tblLandUse	Population	6,478.00	6,055.00
tblLandUse	Population	3,372.00	3,152.00
tblVehicleTrips	ST_TR	8.14	7.47
tblVehicleTrips	ST_TR	1.96	5.73
tblVehicleTrips	ST_TR	8.14	8.90
tblVehicleTrips	ST_TR	1.99	2.61
tblVehicleTrips	ST_TR	2.21	3.06
tblVehicleTrips	ST_TR	8.19	8.00
tblVehicleTrips	ST_TR	46.12	38.34
tblVehicleTrips	ST_TR	9.54	9.67
tblVehicleTrips	SU_TR	6.28	5.77
tblVehicleTrips	SU_TR	2.19	6.40
tblVehicleTrips	SU_TR	6.28	6.86
tblVehicleTrips	SU_TR	5.00	6.55
tblVehicleTrips	SU_TR	0.70	0.97
tblVehicleTrips	SU_TR	5.95	5.81
tblVehicleTrips	SU_TR	21.10	17.54
tblVehicleTrips	SU_TR	8.55	8.67
tblVehicleTrips	WD_TR	7.32	6.72
tblVehicleTrips	WD_TR	0.78	2.28
tblVehicleTrips	WD_TR	7.32	8.00

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblVehicleTrips	WD_TR	1.89	1.29
tblVehicleTrips	WD_TR	4.96	6.50
tblVehicleTrips	WD_TR	9.74	13.50
tblVehicleTrips	WD_TR	22.59	30.00
tblVehicleTrips	WD_TR	8.36	8.17
tblVehicleTrips	WD_TR	37.75	31.38
tblVehicleTrips	WD_TR	9.44	9.57

2.0 Emissions Summary

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					
2022	3.6867	38.8834	29.5975	0.0635	19.8049	1.6358	21.4183	10.1417	1.5050	11.6260	0.0000	6,158.7443	6,158.7443	1.9489	4.0400e-003	6,208.6698
2023	28.0239	131.0778	264.6903	1.1049	86.1110	1.6738	87.7848	23.2518	1.5771	24.8289	0.0000	115,941.0513	115,941.0513	4.5730	9.6428	118,928.9427
2024	26.2979	128.1466	250.0496	1.0788	86.1120	1.5733	87.6853	23.2522	1.4825	24.7347	0.0000	113,759.6612	113,759.6612	4.4708	9.4151	116,677.1228
2025	24.7311	124.7283	236.9143	1.0497	86.1129	1.4716	87.5845	23.2525	1.3872	24.6397	0.0000	111,349.7190	111,349.7190	4.3872	9.1747	114,193.4598
2026	23.4250	122.3975	225.8913	1.0229	86.1138	1.4523	87.5662	23.2529	1.3694	24.6222	0.0000	109,042.6312	109,042.6312	4.3245	8.9502	111,817.9011
2027	22.2123	120.1064	216.3733	0.9971	86.1147	1.4292	87.5439	23.2532	1.3479	24.6010	0.0000	106,782.9720	106,782.9720	4.2704	8.7263	109,490.1730
2028	21.0922	118.2250	208.4921	0.9736	86.1155	1.4058	87.5213	23.2535	1.3262	24.5796	0.0000	104,725.6266	104,725.6266	4.2314	8.5201	107,370.4053
2029	383.9558	116.4058	201.5402	0.9517	86.1163	1.3815	87.4978	23.2537	1.3036	24.5573	0.0000	102,801.2787	102,801.2787	4.2036	8.3244	105,387.0508
Maximum	383.9558	131.0778	264.6903	1.1049	86.1163	1.6738	87.7848	23.2537	1.5771	24.8289	0.0000	115,941.0513	115,941.0513	4.5730	9.6428	118,928.9427

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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					
2022	3.6867	38.8834	29.5975	0.0635	7.8141	1.6358	9.4275	3.9792	1.5050	5.4635	0.0000	6,158.7443	6,158.7443	1.9489	4.0400e-003	6,208.6698
2023	28.0239	131.0778	264.6903	1.1049	86.1110	1.6738	87.7848	23.2518	1.5771	24.8289	0.0000	115,941.0513	115,941.0513	4.5730	9.6428	118,928.9427
2024	26.2979	128.1466	250.0496	1.0788	86.1120	1.5733	87.6853	23.2522	1.4825	24.7347	0.0000	113,759.6612	113,759.6612	4.4708	9.4151	116,677.1228
2025	24.7311	124.7283	236.9143	1.0497	86.1129	1.4716	87.5845	23.2525	1.3872	24.6397	0.0000	111,349.7190	111,349.7190	4.3872	9.1747	114,193.4598
2026	23.4250	122.3975	225.8913	1.0229	86.1138	1.4523	87.5662	23.2529	1.3694	24.6222	0.0000	109,042.6312	109,042.6312	4.3245	8.9502	111,817.9011
2027	22.2123	120.1064	216.3733	0.9971	86.1147	1.4292	87.5439	23.2532	1.3479	24.6010	0.0000	106,782.9720	106,782.9720	4.2704	8.7263	109,490.1730
2028	21.0922	118.2250	208.4921	0.9736	86.1155	1.4058	87.5213	23.2535	1.3262	24.5796	0.0000	104,725.6266	104,725.6266	4.2314	8.5201	107,370.4053
2029	383.9558	116.4058	201.5402	0.9517	86.1163	1.3815	87.4978	23.2537	1.3036	24.5573	0.0000	102,801.2787	102,801.2787	4.2036	8.3244	105,387.0508
Maximum	383.9558	131.0778	264.6903	1.1049	86.1163	1.6738	87.7848	23.2537	1.5771	24.8289	0.0000	115,941.0513	115,941.0513	4.5730	9.6428	118,928.9427

	ROG	NOx	CO	SO2	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	1.93	0.00	1.89	3.56	0.00	3.35	0.00	0.00	0.00	0.00	0.00	0.00

2.2 Overall Operational

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**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	170.1670	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625	0.0000	605.1203	605.1203	0.5778	0.0000	619.5663
Energy	2.6087	22.6712	12.2658	0.1423		1.8023	1.8023		1.8023	1.8023		28,457.9704	28,457.9704	0.5454	0.5217	28,627.0819
Mobile	174.3738	155.5289	1,436.2252	3.0475	388.3547	2.1351	390.4897	103.5063	1.9918	105.4980		328,017.5489	328,017.5489	20.9362	14.3285	332,810.8500
Total	347.1494	182.0623	1,783.5951	3.2076	388.3547	5.7999	394.1546	103.5063	5.6566	109.1629	0.0000	357,080.6395	357,080.6395	22.0594	14.8502	362,057.4982

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	159.3208	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625	0.0000	605.1203	605.1203	0.5778	0.0000	619.5663
Energy	2.6087	22.6712	12.2658	0.1423		1.8023	1.8023		1.8023	1.8023		28,457.9704	28,457.9704	0.5454	0.5217	28,627.0819
Mobile	174.3738	155.5289	1,436.2252	3.0475	388.3547	2.1351	390.4897	103.5063	1.9918	105.4980		328,017.5489	328,017.5489	20.9362	14.3285	332,810.8500
Total	336.3032	182.0623	1,783.5951	3.2076	388.3547	5.7999	394.1546	103.5063	5.6566	109.1629	0.0000	357,080.6395	357,080.6395	22.0594	14.8502	362,057.4982

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	3.12	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	Site Preparation	Site Preparation	5/24/2022	8/15/2022	5	60	
2	Grading	Grading	8/16/2022	3/20/2023	5	155	
3	Building Construction	Building Construction	3/21/2023	2/26/2029	5	1550	
4	Paving	Paving	2/27/2029	7/30/2029	5	110	
5	Architectural Coating	Architectural Coating	7/31/2029	12/31/2029	5	110	

Acres of Grading (Site Preparation Phase): 90

Acres of Grading (Grading Phase): 465

Acres of Paving: 226

Residential Indoor: 9,613,080; Residential Outdoor: 3,204,360; Non-Residential Indoor: 3,047,507; Non-Residential Outdoor: 1,015,836; Striped Parking

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
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

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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

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
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	8,265.00	2,692.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	1,653.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Site Preparation - 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					

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Fugitive Dust					19.6570	0.0000	19.6570	10.1025	0.0000	10.1025			0.0000			0.0000
Off-Road	3.1701	33.0835	19.6978	0.0380		1.6126	1.6126		1.4836	1.4836		3,686.0619	3,686.0619	1.1922		3,715.8655
Total	3.1701	33.0835	19.6978	0.0380	19.6570	1.6126	21.2696	10.1025	1.4836	11.5860		3,686.0619	3,686.0619	1.1922		3,715.8655

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	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
Worker	0.0557	0.0360	0.5004	1.3000e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		132.6004	132.6004	4.1900e-003	3.6400e-003	133.7886
Total	0.0557	0.0360	0.5004	1.3000e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		132.6004	132.6004	4.1900e-003	3.6400e-003	133.7886

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					

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Fugitive Dust					7.6662	0.0000	7.6662	3.9400	0.0000	3.9400			0.0000			0.0000
Off-Road	3.1701	33.0835	19.6978	0.0380		1.6126	1.6126		1.4836	1.4836	0.0000	3,686.0619	3,686.0619	1.1922		3,715.8655
Total	3.1701	33.0835	19.6978	0.0380	7.6662	1.6126	9.2788	3.9400	1.4836	5.4235	0.0000	3,686.0619	3,686.0619	1.1922		3,715.8655

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	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
Worker	0.0557	0.0360	0.5004	1.3000e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		132.6004	132.6004	4.1900e-003	3.6400e-003	133.7886
Total	0.0557	0.0360	0.5004	1.3000e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		132.6004	132.6004	4.1900e-003	3.6400e-003	133.7886

3.3 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					

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Fugitive Dust					9.2036	0.0000	9.2036	3.6538	0.0000	3.6538			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	9.2036	1.6349	10.8385	3.6538	1.5041	5.1579		6,011.4105	6,011.4105	1.9442	6,060.0158

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	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
Worker	0.0619	0.0400	0.5560	1.4500e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		147.3338	147.3338	4.6500e-003	4.0400e-003	148.6540
Total	0.0619	0.0400	0.5560	1.4500e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		147.3338	147.3338	4.6500e-003	4.0400e-003	148.6540

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					

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Fugitive Dust					3.5894	0.0000	3.5894	1.4250	0.0000	1.4250			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	3.5894	1.6349	5.2243	1.4250	1.5041	2.9291	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158

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	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
Worker	0.0619	0.0400	0.5560	1.4500e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		147.3338	147.3338	4.6500e-003	4.0400e-003	148.6540
Total	0.0619	0.0400	0.5560	1.4500e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		147.3338	147.3338	4.6500e-003	4.0400e-003	148.6540

3.3 Grading - 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					

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Fugitive Dust					9.2036	0.0000	9.2036	3.6538	0.0000	3.6538			0.0000			0.0000
Off-Road	3.3217	34.5156	28.0512	0.0621		1.4245	1.4245		1.3105	1.3105		6,011.4777	6,011.4777	1.9442		6,060.0836
Total	3.3217	34.5156	28.0512	0.0621	9.2036	1.4245	10.6281	3.6538	1.3105	4.9643		6,011.4777	6,011.4777	1.9442		6,060.0836

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	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
Worker	0.0575	0.0356	0.5135	1.4000e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		143.4697	143.4697	4.2100e-003	3.7500e-003	144.6916
Total	0.0575	0.0356	0.5135	1.4000e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		143.4697	143.4697	4.2100e-003	3.7500e-003	144.6916

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					

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Fugitive Dust					3.5894	0.0000	3.5894	1.4250	0.0000	1.4250			0.0000			0.0000
Off-Road	3.3217	34.5156	28.0512	0.0621		1.4245	1.4245		1.3105	1.3105	0.0000	6,011.4777	6,011.4777	1.9442		6,060.0836
Total	3.3217	34.5156	28.0512	0.0621	3.5894	1.4245	5.0139	1.4250	1.3105	2.7355	0.0000	6,011.4777	6,011.4777	1.9442		6,060.0836

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	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
Worker	0.0575	0.0356	0.5135	1.4000e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		143.4697	143.4697	4.2100e-003	3.7500e-003	144.6916
Total	0.0575	0.0356	0.5135	1.4000e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		143.4697	143.4697	4.2100e-003	3.7500e-003	144.6916

3.4 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					

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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

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	0.0000
Vendor	2.6713	101.9939	36.2362	0.4986	18.2160	0.6062	18.8222	5.2429	0.5799	5.8228		54,096.9876	54,096.9876	2.2256	8.0943	56,564.7409
Worker	23.7799	14.6990	212.2101	0.5793	67.8950	0.3679	68.2629	18.0089	0.3388	18.3477		59,288.8537	59,288.8537	1.7396	1.5485	59,793.7958
Total	26.4512	116.6929	248.4463	1.0779	86.1110	0.9741	87.0851	23.2518	0.9187	24.1705		113,385.8413	113,385.8413	3.9651	9.6428	116,358.5367

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

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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
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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	0.0000
Vendor	2.6713	101.9939	36.2362	0.4986	18.2160	0.6062	18.8222	5.2429	0.5799	5.8228		54,096.9876	54,096.9876	2.2256	8.0943	56,564.7409
Worker	23.7799	14.6990	212.2101	0.5793	67.8950	0.3679	68.2629	18.0089	0.3388	18.3477		59,288.8537	59,288.8537	1.7396	1.5485	59,793.7958
Total	26.4512	116.6929	248.4463	1.0779	86.1110	0.9741	87.0851	23.2518	0.9187	24.1705		113,385.8413	113,385.8413	3.9651	9.6428	116,358.5367

3.4 Building Construction - 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	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769		2,555.6989	2,555.6989	0.6044		2,570.8077
Total	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769		2,555.6989	2,555.6989	0.6044		2,570.8077

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**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	0.0000
Vendor	2.6064	101.5098	36.0569	0.4903	18.2170	0.6079	18.8248	5.2433	0.5815	5.8247		53,280.0939	53,280.0939	2.2824	7.9703	55,712.3042
Worker	22.2199	13.1931	197.8259	0.5615	67.8950	0.3521	68.2471	18.0089	0.3242	18.3331		57,923.8684	57,923.8684	1.5841	1.4448	58,394.0110
Total	24.8263	114.7029	233.8828	1.0518	86.1120	0.9600	87.0719	23.2522	0.9056	24.1578		111,203.9623	111,203.9623	3.8665	9.4151	114,106.3151

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	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769	0.0000	2,555.6989	2,555.6989	0.6044		2,570.8077
Total	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769	0.0000	2,555.6989	2,555.6989	0.6044		2,570.8077

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	0.0000
Vendor	2.6064	101.5098	36.0569	0.4903	18.2170	0.6079	18.8248	5.2433	0.5815	5.8247		53,280.0939	53,280.0939	2.2824	7.9703	55,712.3042
Worker	22.2199	13.1931	197.8259	0.5615	67.8950	0.3521	68.2471	18.0089	0.3242	18.3331		57,923.8684	57,923.8684	1.5841	1.4448	58,394.0110
Total	24.8263	114.7029	233.8828	1.0518	86.1120	0.9600	87.0719	23.2522	0.9056	24.1578		111,203.9623	111,203.9623	3.8665	9.4151	114,106.3151

3.4 Building Construction - 2025Unmitigated 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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

Unmitigated Construction Off-Site

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.5482	100.3526	35.9227	0.4806	18.2179	0.6082	18.8260	5.2436	0.5818	5.8253		52,306.7524	52,306.7524	2.3469	7.8217	54,696.2798
Worker	20.8155	11.9060	184.9069	0.5422	67.8950	0.3359	68.2309	18.0089	0.3092	18.3182		56,486.4922	56,486.4922	1.4393	1.3530	56,925.6819
Total	23.3637	112.2586	220.8296	1.0228	86.1129	0.9441	87.0569	23.2525	0.8910	24.1435		108,793.2447	108,793.2447	3.7863	9.1747	111,621.9617

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

Mitigated Construction Off-Site

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.5482	100.3526	35.9227	0.4806	18.2179	0.6082	18.8260	5.2436	0.5818	5.8253		52,306.7524	52,306.7524	2.3469	7.8217	54,696.2798
Worker	20.8155	11.9060	184.9069	0.5422	67.8950	0.3359	68.2309	18.0089	0.3092	18.3182		56,486.4922	56,486.4922	1.4393	1.3530	56,925.6819
Total	23.3637	112.2586	220.8296	1.0228	86.1129	0.9441	87.0569	23.2525	0.8910	24.1435		108,793.2447	108,793.2447	3.7863	9.1747	111,621.9617

3.4 Building Construction - 2026

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

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
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RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	0.0000
Vendor	2.4959	99.0924	35.8753	0.4709	18.2188	0.6056	18.8245	5.2439	0.5793	5.8233		51,336.4580	51,336.4580	2.4101	7.6737	53,683.4648
Worker	19.5618	10.8354	173.9313	0.5250	67.8950	0.3191	68.2142	18.0089	0.2938	18.3027		55,149.6989	55,149.6989	1.3135	1.2765	55,562.9383
Total	22.0576	109.9278	209.8066	0.9959	86.1138	0.9248	87.0386	23.2529	0.8731	24.1260		106,486.1568	106,486.1568	3.7236	8.9502	109,246.4030

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

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					

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	2.4959	99.0924	35.8753	0.4709	18.2188	0.6056	18.8245	5.2439	0.5793	5.8233		51,336.4580	51,336.4580	2.4101	7.6737	53,683.4648
Worker	19.5618	10.8354	173.9313	0.5250	67.8950	0.3191	68.2142	18.0089	0.2938	18.3027		55,149.6989	55,149.6989	1.3135	1.2765	55,562.9383
Total	22.0576	109.9278	209.8066	0.9959	86.1138	0.9248	87.0386	23.2529	0.8731	24.1260		106,486.1568	106,486.1568	3.7236	8.9502	109,246.4030

3.4 Building Construction - 2027

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

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	0.0000

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Vendor	2.4520	97.7191	35.8385	0.4605	18.2197	0.6014	18.8211	5.2443	0.5753	5.8195		50,284.1191	50,284.1191	2.4662	7.5149	52,585.2230
Worker	18.3929	9.9176	164.4502	0.5096	67.8950	0.3003	68.1953	18.0089	0.2763	18.2853		53,942.3786	53,942.3786	1.2033	1.2114	54,333.4520
Total	20.8449	107.6367	200.2886	0.9701	86.1147	0.9016	87.0163	23.2532	0.8516	24.1048		104,226.4977	104,226.4977	3.6695	8.7263	106,918.6750

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

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	0.0000
Vendor	2.4520	97.7191	35.8385	0.4605	18.2197	0.6014	18.8211	5.2443	0.5753	5.8195		50,284.1191	50,284.1191	2.4662	7.5149	52,585.2230

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Worker	18.3929	9.9176	164.4502	0.5096	67.8950	0.3003	68.1953	18.0089	0.2763	18.2853		53,942.3786	53,942.3786	1.2033	1.2114	54,333.4520
Total	20.8449	107.6367	200.2886	0.9701	86.1147	0.9016	87.0163	23.2532	0.8516	24.1048		104,226.4977	104,226.4977	3.6695	8.7263	106,918.6750

3.4 Building Construction - 2028

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

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	0.0000
Vendor	2.4183	96.6167	35.9326	0.4508	18.2205	0.5979	18.8184	5.2445	0.5719	5.8164		49,291.7894	49,291.7894	2.5227	7.3638	51,549.2730
Worker	17.3066	9.1386	156.4748	0.4958	67.8950	0.2804	68.1754	18.0089	0.2580	18.2669		52,877.3629	52,877.3629	1.1078	1.1563	53,249.6343

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	19.7248	105.7553	192.4074	0.9466	86.1155	0.8782	86.9937	23.2535	0.8299	24.0834		102,169.152 3	102,169.152 3	3.6305	8.5201	104,798.907 3
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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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

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	0.0000
Vendor	2.4183	96.6167	35.9326	0.4508	18.2205	0.5979	18.8184	5.2445	0.5719	5.8164		49,291.7894	49,291.7894	2.5227	7.3638	51,549.2730
Worker	17.3066	9.1386	156.4748	0.4958	67.8950	0.2804	68.1754	18.0089	0.2580	18.2669		52,877.3629	52,877.3629	1.1078	1.1563	53,249.6343
Total	19.7248	105.7553	192.4074	0.9466	86.1155	0.8782	86.9937	23.2535	0.8299	24.0834		102,169.152 3	102,169.152 3	3.6305	8.5201	104,798.907 3

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.4 Building Construction - 2029****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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

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	0.0000
Vendor	2.3856	95.4757	36.0115	0.4412	18.2212	0.5922	18.8135	5.2448	0.5665	5.8113		48,315.7908	48,315.7908	2.5802	7.2155	50,530.5151
Worker	16.2431	8.4604	149.4441	0.4835	67.8950	0.2617	68.1567	18.0089	0.2408	18.2497		51,929.0135	51,929.0135	1.0225	1.1089	52,285.0377
Total	18.6288	103.9361	185.4556	0.9247	86.1163	0.8539	86.9702	23.2537	0.8073	24.0611		100,244.8043	100,244.8043	3.6027	8.3244	102,815.5528

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

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	0.0000
Vendor	2.3856	95.4757	36.0115	0.4412	18.2212	0.5922	18.8135	5.2448	0.5665	5.8113		48,315.7908	48,315.7908	2.5802	7.2155	50,530.5151
Worker	16.2431	8.4604	149.4441	0.4835	67.8950	0.2617	68.1567	18.0089	0.2408	18.2497		51,929.0135	51,929.0135	1.0225	1.1089	52,285.0377
Total	18.6288	103.9361	185.4556	0.9247	86.1163	0.8539	86.9702	23.2537	0.8073	24.0611		100,244.8043	100,244.8043	3.6027	8.3244	102,815.5528

3.5 Paving - 2029

Unmitigated Construction On-Site

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850		2,206.7452	2,206.7452	0.7137		2,224.5878
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850		2,206.7452	2,206.7452	0.7137		2,224.5878

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	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
Worker	0.0295	0.0154	0.2712	8.8000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		94.2450	94.2450	1.8600e-003	2.0100e-003	94.8912
Total	0.0295	0.0154	0.2712	8.8000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		94.2450	94.2450	1.8600e-003	2.0100e-003	94.8912

Mitigated Construction On-Site

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850	0.0000	2,206.7452	2,206.7452	0.7137		2,224.5878
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850	0.0000	2,206.7452	2,206.7452	0.7137		2,224.5878

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	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
Worker	0.0295	0.0154	0.2712	8.8000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		94.2450	94.2450	1.8600e-003	2.0100e-003	94.8912
Total	0.0295	0.0154	0.2712	8.8000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		94.2450	94.2450	1.8600e-003	2.0100e-003	94.8912

3.6 Architectural Coating - 2029**Unmitigated Construction On-Site**

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	380.5363					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515		281.4481	281.4481	0.0154		281.8319
Total	380.7071	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515		281.4481	281.4481	0.0154		281.8319

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	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
Worker	3.2486	1.6921	29.8888	0.0967	13.5790	0.0523	13.6313	3.6018	0.0482	3.6500		10,385.8027	10,385.8027	0.2045	0.2218	10,457.0075
Total	3.2486	1.6921	29.8888	0.0967	13.5790	0.0523	13.6313	3.6018	0.0482	3.6500		10,385.8027	10,385.8027	0.2045	0.2218	10,457.0075

Mitigated Construction On-Site

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	380.5363					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515	0.0000	281.4481	281.4481	0.0154		281.8319
Total	380.7071	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515	0.0000	281.4481	281.4481	0.0154		281.8319

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	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
Worker	3.2486	1.6921	29.8888	0.0967	13.5790	0.0523	13.6313	3.6018	0.0482	3.6500		10,385.8027	10,385.8027	0.2045	0.2218	10,457.0075
Total	3.2486	1.6921	29.8888	0.0967	13.5790	0.0523	13.6313	3.6018	0.0482	3.6500		10,385.8027	10,385.8027	0.2045	0.2218	10,457.0075

4.0 Operational Detail - Mobile

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	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	174.3738	155.5289	1,436.2252	3.0475	388.3547	2.1351	390.4897	103.5063	1.9918	105.4980		328,017.548	328,017.548	20.9362	14.3285	332,810.850
Unmitigated	174.3738	155.5289	1,436.2252	3.0475	388.3547	2.1351	390.4897	103.5063	1.9918	105.4980		328,017.548	328,017.548	20.9362	14.3285	332,810.850

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	14,226.24	15,813.99	12215.09	39,141,007	39,141,007
City Park	99.18	249.26	278.40	312,163	312,163
Condo/Townhouse	8,816.00	9,807.80	7559.72	24,254,851	24,254,851
General Light Industry	52.00	20.88	52.40	139,002	139,002
General Office Building	5,683.50	1,288.26	408.37	10,280,761	10,280,761
Government Office Building	570.00	0.00	0.00	698,201	698,201
Hotel	2,614.40	2,560.00	1859.20	4,747,438	4,747,438
Other Non-Asphalt Surfaces	0.00	0.00	0.00		
Regional Shopping Center	30,700.00	37,509.17	17159.91	52,140,545	52,140,545
Single Family Housing	8,124.93	8,209.83	7360.83	22,181,674	22,181,674
Elementary School	2,171.07	0.00	0.00	3,419,341	3,419,341
Total	73,057.32	75,459.19	46,893.92	157,314,984	157,314,984

4.3 Trip Type Information

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	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
City Park	9.50	7.30	7.30	33.00	48.00	19.00	66	28	6

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Condo/Townhouse	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
General Light Industry	9.50	7.30	7.30	59.00	28.00	13.00	92	5	3
General Office Building	9.50	7.30	7.30	33.00	48.00	19.00	77	19	4
Government Office Building	9.50	7.30	7.30	33.00	62.00	5.00	50	34	16
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4
Other Non-Asphalt Surfaces	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Regional Shopping Center	9.50	7.30	7.30	16.30	64.70	19.00	54	35	11
Single Family Housing	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
Elementary School	9.50	7.30	7.30	65.00	30.00	5.00	63	25	12

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
City Park	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Condo/Townhouse	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
General Light Industry	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
General Office Building	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Government Office Building	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Hotel	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Other Non-Asphalt Surfaces	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Regional Shopping Center	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Single Family Housing	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Elementary School	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	2.6087	22.6712	12.2658	0.1423		1.8023	1.8023		1.8023	1.8023		28,457.9704	28,457.9704	0.5454	0.5217	28,627.0819
NaturalGas Unmitigated	2.6087	22.6712	12.2658	0.1423		1.8023	1.8023		1.8023	1.8023		28,457.9704	28,457.9704	0.5454	0.5217	28,627.0819

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	72031	0.7768	6.6382	2.8248	0.0424		0.5367	0.5367		0.5367	0.5367		8,474.2367	8,474.2367	0.1624	0.1554	8,524.5949
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	49832.9	0.5374	4.5924	1.9542	0.0293		0.3713	0.3713		0.3713	0.3713		5,862.6897	5,862.6897	0.1124	0.1075	5,897.5288
Elementary School	4525.67	0.0488	0.4437	0.3727	2.6600e-003		0.0337	0.0337		0.0337	0.0337		532.4321	532.4321	0.0102	9.7600e-003	535.5960
General Light Industry	455.014	4.9100e-003	0.0446	0.0375	2.7000e-004		3.3900e-003	3.3900e-003		3.3900e-003	3.3900e-003		53.5310	53.5310	1.0300e-003	9.8000e-004	53.8491
General Office Building	10438.5	0.1126	1.0234	0.8596	6.1400e-003		0.0778	0.0778		0.0778	0.0778		1,228.0580	1,228.0580	0.0235	0.0225	1,235.3558
Government Office Building	471.096	5.0800e-003	0.0462	0.0388	2.8000e-004		3.5100e-003	3.5100e-003		3.5100e-003	3.5100e-003		55.4231	55.4231	1.0600e-003	1.0200e-003	55.7524
Hotel	43217.9	0.4661	4.2371	3.5591	0.0254		0.3220	0.3220		0.3220	0.3220		5,084.4571	5,084.4571	0.0975	0.0932	5,114.6714

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	5333.89	0.0575	0.5229	0.4393	3.1400e-003		0.0397	0.0397		0.0397	0.0397		627.5168	627.5168	0.0120	0.0115	631.2458
Single Family Housing	55586.8	0.5995	5.1227	2.1799	0.0327		0.4142	0.4142		0.4142	0.4142		6,539.6260	6,539.6260	0.1253	0.1199	6,578.4878
Total		2.6087	22.6712	12.2659	0.1423		1.8023	1.8023		1.8023	1.8023		28,457.9704	28,457.9704	0.5454	0.5217	28,627.0819

Mitigated

	Natural Gas 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	72.031	0.7768	6.6382	2.8248	0.0424		0.5367	0.5367		0.5367	0.5367		8,474.2367	8,474.2367	0.1624	0.1554	8,524.5949
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	49.8329	0.5374	4.5924	1.9542	0.0293		0.3713	0.3713		0.3713	0.3713		5,862.6897	5,862.6897	0.1124	0.1075	5,897.5288
Elementary School	4.52567	0.0488	0.4437	0.3727	2.6600e-003		0.0337	0.0337		0.0337	0.0337		532.4321	532.4321	0.0102	9.7600e-003	535.5960
General Light Industry	0.455014	4.9100e-003	0.0446	0.0375	2.7000e-004		3.3900e-003	3.3900e-003		3.3900e-003	3.3900e-003		53.5310	53.5310	1.0300e-003	9.8000e-004	53.8491
General Office Building	10.4385	0.1126	1.0234	0.8596	6.1400e-003		0.0778	0.0778		0.0778	0.0778		1,228.0580	1,228.0580	0.0235	0.0225	1,235.3558
Government Office Building	0.471096	5.0800e-003	0.0462	0.0388	2.8000e-004		3.5100e-003	3.5100e-003		3.5100e-003	3.5100e-003		55.4231	55.4231	1.0600e-003	1.0200e-003	55.7524
Hotel	43.2179	0.4661	4.2371	3.5591	0.0254		0.3220	0.3220		0.3220	0.3220		5,084.4571	5,084.4571	0.0975	0.0932	5,114.6714
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	5.33389	0.0575	0.5229	0.4393	3.1400e-003		0.0397	0.0397		0.0397	0.0397		627.5168	627.5168	0.0120	0.0115	631.2458

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Single Family Housing	55.5868	0.5995	5.1227	2.1799	0.0327		0.4142	0.4142		0.4142	0.4142		6,539.6260	6,539.6260	0.1253	0.1199	6,578.4878
Total		2.6087	22.6712	12.2659	0.1423		1.8023	1.8023		1.8023	1.8023		28,457.9704	28,457.9704	0.5454	0.5217	28,627.0819

6.0 Area Detail

6.1 Mitigation Measures Area

Use Low VOC Paint - Residential Interior

Use Low VOC Paint - Residential Exterior

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

Use Low VOC Cleaning Supplies

	ROG	NOx	CO	SO2	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	159.3208	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625	0.0000	605.1203	605.1203	0.5778	0.0000	619.5663
Unmitigated	170.1670	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625	0.0000	605.1203	605.1203	0.5778	0.0000	619.5663

6.2 Area by SubCategory

Unmitigated

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	11.4682					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	148.6524					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	10.0464	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625		605.1203	605.1203	0.5778		619.5663
Total	170.1670	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625	0.0000	605.1203	605.1203	0.5778	0.0000	619.5663

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	11.4682					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	137.8062					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	10.0464	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625		605.1203	605.1203	0.5778		619.5663
Total	159.3208	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625	0.0000	605.1203	605.1203	0.5778	0.0000	619.5663

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**7.0 Water Detail**

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

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

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

RiverPark Specific Plan Amendment - Ventura County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

RiverPark Specific Plan Amendment
Ventura County, Winter

1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	421.00	1000sqft	9.66	421,000.00	0
Government Office Building	19.00	1000sqft	0.44	19,000.00	0
Elementary School	1,683.00	Student	3.23	140,704.47	0
General Light Industry	8.00	1000sqft	0.18	8,000.00	0
Other Non-Asphalt Surfaces	226.00	Acre	226.00	9,844,560.00	0
City Park	43.50	Acre	43.50	1,894,860.00	0
Hotel	320.00	Room	10.67	464,640.00	0
Apartments Low Rise	2,117.00	Dwelling Unit	132.31	2,117,000.00	6055
Condo/Townhouse	1,102.00	Dwelling Unit	68.88	1,102,000.00	3152
Single Family Housing	849.00	Dwelling Unit	184.67	1,528,200.00	2598
Regional Shopping Center	978.33	1000sqft	22.46	978,327.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.6	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2030
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	390.98	CH4 Intensity (lb/MWhr)	0.033	N2O Intensity (lb/MWhr)	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Based on Traffic Study Specific Plan Amendment land uses. Specific Plan area is 702 acres.

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Construction Phase - Estimated construction assumption.

Trips and VMT -

Grading -

Architectural Coating - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Vehicle Trips - Based on Traffic Study

Vehicle Emission Factors -

Vehicle Emission Factors -

Vehicle Emission Factors -

Woodstoves - No woodstoves, no fireplace

Consumer Products -

Area Coating - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Landscape Equipment -

Construction Off-road Equipment Mitigation - Assumed VCAPCD Rule 55 dust control measures.

Area Mitigation - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Water Mitigation -

Fleet Mix -

Solid Waste -

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Nonresidential_Interior	100.00	50.00
tblArchitecturalCoating	EF_Residential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Residential_Interior	75.00	50.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	100	50
tblAreaCoating	Area_EF_Nonresidential_Interior	100	50
tblAreaCoating	Area_EF_Residential_Exterior	100	50
tblAreaCoating	Area_EF_Residential_Interior	75	50
tblConstructionPhase	NumDays	880.00	110.00
tblConstructionPhase	NumDays	12,400.00	1,550.00

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblConstructionPhase	NumDays	1,240.00	155.00
tblConstructionPhase	NumDays	880.00	110.00
tblConstructionPhase	NumDays	480.00	60.00
tblFireplaces	NumberNoFireplace	2,117.00	0.00
tblFireplaces	NumberNoFireplace	1,102.00	0.00
tblFireplaces	NumberNoFireplace	849.00	0.00
tblLandUse	LandUseSquareFeet	978,330.00	978,327.00
tblLandUse	LotAcreage	275.65	184.67
tblLandUse	Population	6,478.00	6,055.00
tblLandUse	Population	3,372.00	3,152.00
tblVehicleTrips	ST_TR	8.14	7.47
tblVehicleTrips	ST_TR	1.96	5.73
tblVehicleTrips	ST_TR	8.14	8.90
tblVehicleTrips	ST_TR	1.99	2.61
tblVehicleTrips	ST_TR	2.21	3.06
tblVehicleTrips	ST_TR	8.19	8.00
tblVehicleTrips	ST_TR	46.12	38.34
tblVehicleTrips	ST_TR	9.54	9.67
tblVehicleTrips	SU_TR	6.28	5.77
tblVehicleTrips	SU_TR	2.19	6.40
tblVehicleTrips	SU_TR	6.28	6.86
tblVehicleTrips	SU_TR	5.00	6.55
tblVehicleTrips	SU_TR	0.70	0.97
tblVehicleTrips	SU_TR	5.95	5.81
tblVehicleTrips	SU_TR	21.10	17.54
tblVehicleTrips	SU_TR	8.55	8.67
tblVehicleTrips	WD_TR	7.32	6.72
tblVehicleTrips	WD_TR	0.78	2.28
tblVehicleTrips	WD_TR	7.32	8.00

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblVehicleTrips	WD_TR	1.89	1.29
tblVehicleTrips	WD_TR	4.96	6.50
tblVehicleTrips	WD_TR	9.74	13.50
tblVehicleTrips	WD_TR	22.59	30.00
tblVehicleTrips	WD_TR	8.36	8.17
tblVehicleTrips	WD_TR	37.75	31.38
tblVehicleTrips	WD_TR	9.44	9.57

2.0 Emissions Summary

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					
2022	3.6915	38.8903	29.5861	0.0635	19.8049	1.6358	21.4183	10.1417	1.5050	11.6260	0.0000	6,152.3527	6,152.3527	1.9493	4.4900e-003	6,202.4233
2023	29.8266	138.0833	261.9551	1.0805	86.1110	1.6777	87.7887	23.2518	1.5808	24.8326	0.0000	113,452.9044	113,452.9044	4.7202	9.8337	116,501.3484
2024	28.0128	134.8920	247.9416	1.0553	86.1120	1.5768	87.6888	23.2522	1.4860	24.7381	0.0000	111,336.3424	111,336.3424	4.6066	9.5935	114,310.3648
2025	26.3632	131.2224	235.3297	1.0271	86.1129	1.4749	87.5878	23.2525	1.3904	24.6429	0.0000	108,993.8763	108,993.8763	4.5127	9.3422	111,890.6720
2026	24.9912	128.6733	224.6935	1.0010	86.1138	1.4555	87.5693	23.2529	1.3723	24.6252	0.0000	106,748.0253	106,748.0253	4.4405	9.1086	109,573.4043
2027	23.7099	126.1866	215.4900	0.9759	86.1147	1.4321	87.5468	23.2532	1.3506	24.6038	0.0000	104,542.5917	104,542.5917	4.3780	8.8770	107,297.3912
2028	22.5165	124.1433	207.8694	0.9530	86.1155	1.4085	87.5240	23.2535	1.3288	24.5822	0.0000	102,532.0553	102,532.0553	4.3315	8.6643	105,222.2995
2029	384.2503	122.1759	201.1165	0.9316	86.1163	1.3840	87.5003	23.2537	1.3060	24.5598	0.0000	100,648.3727	100,648.3727	4.2968	8.4630	103,277.7578
Maximum	384.2503	138.0833	261.9551	1.0805	86.1163	1.6777	87.7887	23.2537	1.5808	24.8326	0.0000	113,452.9044	113,452.9044	4.7202	9.8337	116,501.3484

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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					
2022	3.6915	38.8903	29.5861	0.0635	7.8141	1.6358	9.4275	3.9792	1.5050	5.4635	0.0000	6,152.3527	6,152.3527	1.9493	4.4900e-003	6,202.4233
2023	29.8266	138.0833	261.9551	1.0805	86.1110	1.6777	87.7887	23.2518	1.5808	24.8326	0.0000	113,452.9044	113,452.9044	4.7202	9.8337	116,501.3484
2024	28.0128	134.8920	247.9416	1.0553	86.1120	1.5768	87.6888	23.2522	1.4860	24.7381	0.0000	111,336.3424	111,336.3424	4.6066	9.5935	114,310.3648
2025	26.3632	131.2224	235.3297	1.0271	86.1129	1.4749	87.5878	23.2525	1.3904	24.6429	0.0000	108,993.8763	108,993.8763	4.5127	9.3422	111,890.6720
2026	24.9912	128.6733	224.6935	1.0010	86.1138	1.4555	87.5693	23.2529	1.3723	24.6252	0.0000	106,748.0253	106,748.0253	4.4405	9.1086	109,573.4043
2027	23.7099	126.1866	215.4900	0.9759	86.1147	1.4321	87.5468	23.2532	1.3506	24.6038	0.0000	104,542.5917	104,542.5917	4.3780	8.8770	107,297.3912
2028	22.5165	124.1433	207.8694	0.9530	86.1155	1.4085	87.5240	23.2535	1.3288	24.5822	0.0000	102,532.0553	102,532.0553	4.3315	8.6643	105,222.2995
2029	384.2503	122.1759	201.1165	0.9316	86.1163	1.3840	87.5003	23.2537	1.3060	24.5598	0.0000	100,648.3727	100,648.3727	4.2968	8.4630	103,277.7578
Maximum	384.2503	138.0833	261.9551	1.0805	86.1163	1.6777	87.7887	23.2537	1.5808	24.8326	0.0000	113,452.9044	113,452.9044	4.7202	9.8337	116,501.3484

	ROG	NOx	CO	SO2	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	1.93	0.00	1.89	3.56	0.00	3.35	0.00	0.00	0.00	0.00	0.00	0.00

2.2 Overall Operational

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	170.1670	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625	0.0000	605.1203	605.1203	0.5778	0.0000	619.5663
Energy	2.6087	22.6712	12.2658	0.1423		1.8023	1.8023		1.8023	1.8023		28,457.9704	28,457.9704	0.5454	0.5217	28,627.0819
Mobile	166.9419	171.6898	1,544.8453	2.9463	388.3547	2.1361	390.4908	103.5063	1.9928	105.4990		317,075.9303	317,075.9303	22.6480	15.3018	322,202.0652
Total	339.7176	198.2231	1,892.2151	3.1064	388.3547	5.8010	394.1557	103.5063	5.6577	109.1639	0.0000	346,139.0210	346,139.0210	23.7713	15.8235	351,448.7135

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	159.3208	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625	0.0000	605.1203	605.1203	0.5778	0.0000	619.5663
Energy	2.6087	22.6712	12.2658	0.1423		1.8023	1.8023		1.8023	1.8023		28,457.9704	28,457.9704	0.5454	0.5217	28,627.0819
Mobile	166.9419	171.6898	1,544.8453	2.9463	388.3547	2.1361	390.4908	103.5063	1.9928	105.4990		317,075.9303	317,075.9303	22.6480	15.3018	322,202.0652
Total	328.8714	198.2231	1,892.2151	3.1064	388.3547	5.8010	394.1557	103.5063	5.6577	109.1639	0.0000	346,139.0210	346,139.0210	23.7713	15.8235	351,448.7135

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	3.19	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	Site Preparation	Site Preparation	5/24/2022	8/15/2022	5	60	
2	Grading	Grading	8/16/2022	3/20/2023	5	155	
3	Building Construction	Building Construction	3/21/2023	2/26/2029	5	1550	
4	Paving	Paving	2/27/2029	7/30/2029	5	110	
5	Architectural Coating	Architectural Coating	7/31/2029	12/31/2029	5	110	

Acres of Grading (Site Preparation Phase): 90

Acres of Grading (Grading Phase): 465

Acres of Paving: 226

Residential Indoor: 9,613,080; Residential Outdoor: 3,204,360; Non-Residential Indoor: 3,047,507; Non-Residential Outdoor: 1,015,836; Striped Parking

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
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

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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

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
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	8,265.00	2,692.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	1,653.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Site Preparation - 2022Unmitigated 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					

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Fugitive Dust					19.6570	0.0000	19.6570	10.1025	0.0000	10.1025			0.0000			0.0000
Off-Road	3.1701	33.0835	19.6978	0.0380		1.6126	1.6126		1.4836	1.4836		3,686.0619	3,686.0619	1.1922		3,715.8655
Total	3.1701	33.0835	19.6978	0.0380	19.6570	1.6126	21.2696	10.1025	1.4836	11.5860		3,686.0619	3,686.0619	1.1922		3,715.8655

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	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
Worker	0.0600	0.0421	0.4901	1.2500e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		126.8480	126.8480	4.5500e-003	4.0400e-003	128.1667
Total	0.0600	0.0421	0.4901	1.2500e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		126.8480	126.8480	4.5500e-003	4.0400e-003	128.1667

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					

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Fugitive Dust					7.6662	0.0000	7.6662	3.9400	0.0000	3.9400			0.0000			0.0000
Off-Road	3.1701	33.0835	19.6978	0.0380		1.6126	1.6126		1.4836	1.4836	0.0000	3,686.0619	3,686.0619	1.1922		3,715.8655
Total	3.1701	33.0835	19.6978	0.0380	7.6662	1.6126	9.2788	3.9400	1.4836	5.4235	0.0000	3,686.0619	3,686.0619	1.1922		3,715.8655

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	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
Worker	0.0600	0.0421	0.4901	1.2500e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		126.8480	126.8480	4.5500e-003	4.0400e-003	128.1667
Total	0.0600	0.0421	0.4901	1.2500e-003	0.1479	8.5000e-004	0.1487	0.0392	7.8000e-004	0.0400		126.8480	126.8480	4.5500e-003	4.0400e-003	128.1667

3.3 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					

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Fugitive Dust					9.2036	0.0000	9.2036	3.6538	0.0000	3.6538			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	9.2036	1.6349	10.8385	3.6538	1.5041	5.1579		6,011.4105	6,011.4105	1.9442	6,060.0158

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	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
Worker	0.0667	0.0468	0.5446	1.3900e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		140.9422	140.9422	5.0500e-003	4.4900e-003	142.4075
Total	0.0667	0.0468	0.5446	1.3900e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		140.9422	140.9422	5.0500e-003	4.4900e-003	142.4075

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					

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Fugitive Dust					3.5894	0.0000	3.5894	1.4250	0.0000	1.4250			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	3.5894	1.6349	5.2243	1.4250	1.5041	2.9291	0.0000	6,011.4105	6,011.4105	1.9442	6,060.0158

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	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
Worker	0.0667	0.0468	0.5446	1.3900e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		140.9422	140.9422	5.0500e-003	4.4900e-003	142.4075
Total	0.0667	0.0468	0.5446	1.3900e-003	0.1643	9.4000e-004	0.1652	0.0436	8.7000e-004	0.0445		140.9422	140.9422	5.0500e-003	4.4900e-003	142.4075

3.3 Grading - 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					

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Fugitive Dust					9.2036	0.0000	9.2036	3.6538	0.0000	3.6538			0.0000			0.0000
Off-Road	3.3217	34.5156	28.0512	0.0621		1.4245	1.4245		1.3105	1.3105		6,011.4777	6,011.4777	1.9442		6,060.0836
Total	3.3217	34.5156	28.0512	0.0621	9.2036	1.4245	10.6281	3.6538	1.3105	4.9643		6,011.4777	6,011.4777	1.9442		6,060.0836

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	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
Worker	0.0621	0.0417	0.5041	1.3400e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		137.2614	137.2614	4.5900e-003	4.1700e-003	138.6174
Total	0.0621	0.0417	0.5041	1.3400e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		137.2614	137.2614	4.5900e-003	4.1700e-003	138.6174

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					

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Fugitive Dust					3.5894	0.0000	3.5894	1.4250	0.0000	1.4250			0.0000			0.0000
Off-Road	3.3217	34.5156	28.0512	0.0621		1.4245	1.4245		1.3105	1.3105	0.0000	6,011.4777	6,011.4777	1.9442		6,060.0836
Total	3.3217	34.5156	28.0512	0.0621	3.5894	1.4245	5.0139	1.4250	1.3105	2.7355	0.0000	6,011.4777	6,011.4777	1.9442		6,060.0836

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	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
Worker	0.0621	0.0417	0.5041	1.3400e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		137.2614	137.2614	4.5900e-003	4.1700e-003	138.6174
Total	0.0621	0.0417	0.5041	1.3400e-003	0.1643	8.9000e-004	0.1652	0.0436	8.2000e-004	0.0444		137.2614	137.2614	4.5900e-003	4.1700e-003	138.6174

3.4 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					

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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

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	0.0000
Vendor	2.5736	106.4859	37.3948	0.4994	18.2160	0.6101	18.8260	5.2429	0.5836	5.8265		54,174.4423	54,174.4423	2.2175	8.1122	56,647.3034
Worker	25.6803	17.2125	208.3162	0.5542	67.8950	0.3679	68.2629	18.0089	0.3388	18.3477		56,723.2522	56,723.2522	1.8949	1.7215	57,283.6389
Total	28.2539	123.6984	245.7111	1.0536	86.1110	0.9779	87.0889	23.2518	0.9223	24.1741		110,897.6945	110,897.6945	4.1123	9.8337	113,930.9423

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

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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
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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	0.0000
Vendor	2.5736	106.4859	37.3948	0.4994	18.2160	0.6101	18.8260	5.2429	0.5836	5.8265		54,174.4423	54,174.4423	2.2175	8.1122	56,647.3034
Worker	25.6803	17.2125	208.3162	0.5542	67.8950	0.3679	68.2629	18.0089	0.3388	18.3477		56,723.2522	56,723.2522	1.8949	1.7215	57,283.6389
Total	28.2539	123.6984	245.7111	1.0536	86.1110	0.9779	87.0889	23.2518	0.9223	24.1741		110,897.6945	110,897.6945	4.1123	9.8337	113,930.9423

3.4 Building Construction - 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	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769		2,555.6989	2,555.6989	0.6044		2,570.8077
Total	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769		2,555.6989	2,555.6989	0.6044		2,570.8077

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**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	0.0000
Vendor	2.5034	106.0022	37.1981	0.4911	18.2170	0.6114	18.8284	5.2433	0.5849	5.8282		53,358.9075	53,358.9075	2.2741	7.9878	55,796.1332
Worker	24.0379	15.4461	194.5767	0.5372	67.8950	0.3521	68.2471	18.0089	0.3242	18.3331		55,421.7360	55,421.7360	1.7281	1.6057	55,943.4240
Total	26.5413	121.4483	231.7748	1.0283	86.1120	0.9635	87.0755	23.2522	0.9091	24.1612		108,780.6435	108,780.6435	4.0022	9.5935	111,739.5572

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	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769	0.0000	2,555.6989	2,555.6989	0.6044		2,570.8077
Total	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769	0.0000	2,555.6989	2,555.6989	0.6044		2,570.8077

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	0.0000
Vendor	2.5034	106.0022	37.1981	0.4911	18.2170	0.6114	18.8284	5.2433	0.5849	5.8282		53,358.9075	53,358.9075	2.2741	7.9878	55,796.1332
Worker	24.0379	15.4461	194.5767	0.5372	67.8950	0.3521	68.2471	18.0089	0.3242	18.3331		55,421.7360	55,421.7360	1.7281	1.6057	55,943.4240
Total	26.5413	121.4483	231.7748	1.0283	86.1120	0.9635	87.0755	23.2522	0.9091	24.1612		108,780.6435	108,780.6435	4.0022	9.5935	111,739.5572

3.4 Building Construction - 2025

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

Unmitigated Construction Off-Site

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.4409	104.8156	37.0504	0.4813	18.2179	0.6115	18.8294	5.2436	0.5849	5.8285		52,386.3826	52,386.3826	2.3385	7.8389	54,780.8421
Worker	22.5548	13.9372	182.1946	0.5188	67.8950	0.3359	68.2309	18.0089	0.3092	18.3182		54,051.0194	54,051.0194	1.5733	1.5033	54,538.3319
Total	24.9958	118.7528	219.2450	1.0001	86.1129	0.9474	87.0603	23.2525	0.8942	24.1467		106,437.4020	106,437.4020	3.9117	9.3422	109,319.1740

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

Mitigated Construction Off-Site

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.0000
Vendor	2.4409	104.8156	37.0504	0.4813	18.2179	0.6115	18.8294	5.2436	0.5849	5.8285		52,386.3826	52,386.3826	2.3385	7.8389	54,780.8421
Worker	22.5548	13.9372	182.1946	0.5188	67.8950	0.3359	68.2309	18.0089	0.3092	18.3182		54,051.0194	54,051.0194	1.5733	1.5033	54,538.3319
Total	24.9958	118.7528	219.2450	1.0001	86.1129	0.9474	87.0603	23.2525	0.8942	24.1467		106,437.4020	106,437.4020	3.9117	9.3422	109,319.1740

3.4 Building Construction - 2026

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

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
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RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	0.0000
Vendor	2.3845	103.5214	36.9890	0.4716	18.2188	0.6088	18.8276	5.2439	0.5823	5.8262		51,416.5657	51,416.5657	2.4014	7.6907	53,768.4305
Worker	21.2393	12.6822	171.6199	0.5024	67.8950	0.3191	68.2142	18.0089	0.2938	18.3027		52,774.9853	52,774.9853	1.4382	1.4179	53,233.4757
Total	23.6238	116.2036	208.6089	0.9741	86.1138	0.9279	87.0417	23.2529	0.8761	24.1289		104,191.5510	104,191.5510	3.8396	9.1086	107,001.9062

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

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					

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	2.3845	103.5214	36.9890	0.4716	18.2188	0.6088	18.8276	5.2439	0.5823	5.8262		51,416.5657	51,416.5657	2.4014	7.6907	53,768.4305
Worker	21.2393	12.6822	171.6199	0.5024	67.8950	0.3191	68.2142	18.0089	0.2938	18.3027		52,774.9853	52,774.9853	1.4382	1.4179	53,233.4757
Total	23.6238	116.2036	208.6089	0.9741	86.1138	0.9279	87.0417	23.2529	0.8761	24.1289		104,191.5510	104,191.5510	3.8396	9.1086	107,001.9062

3.4 Building Construction - 2027

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

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	0.0000

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Vendor	2.3370	102.1103	36.9413	0.4613	18.2197	0.6043	18.8240	5.2443	0.5780	5.8223		50,364.5965	50,364.5965	2.4573	7.5318	52,670.4947
Worker	20.0055	11.6065	162.4640	0.4877	67.8950	0.3003	68.1953	18.0089	0.2763	18.2853		51,621.5208	51,621.5208	1.3198	1.3453	52,055.3984
Total	22.3425	113.7169	199.4053	0.9490	86.1147	0.9045	87.0192	23.2532	0.8544	24.1075		101,986.1173	101,986.1173	3.7771	8.8770	104,725.8931

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

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	0.0000
Vendor	2.3370	102.1103	36.9413	0.4613	18.2197	0.6043	18.8240	5.2443	0.5780	5.8223		50,364.5965	50,364.5965	2.4573	7.5318	52,670.4947

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Worker	20.0055	11.6065	162.4640	0.4877	67.8950	0.3003	68.1953	18.0089	0.2763	18.2853		51,621.5208	51,621.5208	1.3198	1.3453	52,055.3984
Total	22.3425	113.7169	199.4053	0.9490	86.1147	0.9045	87.0192	23.2532	0.8544	24.1075		101,986.1173	101,986.1173	3.7771	8.8770	104,725.8931

3.4 Building Construction - 2028

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

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	0.0000
Vendor	2.3002	100.9803	37.0243	0.4515	18.2205	0.6006	18.8211	5.2445	0.5745	5.8190		49,372.2904	49,372.2904	2.5136	7.3805	51,634.5119
Worker	18.8490	10.6933	154.7604	0.4745	67.8950	0.2804	68.1754	18.0089	0.2580	18.2669		50,603.2905	50,603.2905	1.2169	1.2838	51,016.2895

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	21.1491	111.6736	191.7847	0.9260	86.1155	0.8809	86.9964	23.2535	0.8325	24.0860		99,975.5809	99,975.5809	3.7305	8.6643	102,650.8015
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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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

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	0.0000
Vendor	2.3002	100.9803	37.0243	0.4515	18.2205	0.6006	18.8211	5.2445	0.5745	5.8190		49,372.2904	49,372.2904	2.5136	7.3805	51,634.5119
Worker	18.8490	10.6933	154.7604	0.4745	67.8950	0.2804	68.1754	18.0089	0.2580	18.2669		50,603.2905	50,603.2905	1.2169	1.2838	51,016.2895
Total	21.1491	111.6736	191.7847	0.9260	86.1155	0.8809	86.9964	23.2535	0.8325	24.0860		99,975.5809	99,975.5809	3.7305	8.6643	102,650.8015

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.4 Building Construction - 2029****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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981

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	0.0000
Vendor	2.2650	99.8084	37.0918	0.4420	18.2212	0.5948	18.8160	5.2448	0.5690	5.8138		48,396.1048	48,396.1048	2.5710	7.2320	50,615.5122
Worker	17.7159	9.8979	147.9400	0.4627	67.8950	0.2617	68.1567	18.0089	0.2408	18.2497		49,695.7935	49,695.7935	1.1249	1.2310	50,090.7475
Total	19.9809	109.7062	185.0318	0.9047	86.1163	0.8565	86.9728	23.2537	0.8098	24.0635		98,091.8983	98,091.8983	3.6958	8.4630	100,706.2597

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981

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	0.0000
Vendor	2.2650	99.8084	37.0918	0.4420	18.2212	0.5948	18.8160	5.2448	0.5690	5.8138		48,396.1048	48,396.1048	2.5710	7.2320	50,615.5122
Worker	17.7159	9.8979	147.9400	0.4627	67.8950	0.2617	68.1567	18.0089	0.2408	18.2497		49,695.7935	49,695.7935	1.1249	1.2310	50,090.7475
Total	19.9809	109.7062	185.0318	0.9047	86.1163	0.8565	86.9728	23.2537	0.8098	24.0635		98,091.8983	98,091.8983	3.6958	8.4630	100,706.2597

3.5 Paving - 2029

Unmitigated Construction On-Site

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850		2,206.7452	2,206.7452	0.7137		2,224.5878
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850		2,206.7452	2,206.7452	0.7137		2,224.5878

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	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
Worker	0.0322	0.0180	0.2685	8.4000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		90.1920	90.1920	2.0400e-003	2.2300e-003	90.9088
Total	0.0322	0.0180	0.2685	8.4000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		90.1920	90.1920	2.0400e-003	2.2300e-003	90.9088

Mitigated Construction On-Site

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850	0.0000	2,206.7452	2,206.7452	0.7137		2,224.5878
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850	0.0000	2,206.7452	2,206.7452	0.7137		2,224.5878

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	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
Worker	0.0322	0.0180	0.2685	8.4000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		90.1920	90.1920	2.0400e-003	2.2300e-003	90.9088
Total	0.0322	0.0180	0.2685	8.4000e-004	0.1232	4.7000e-004	0.1237	0.0327	4.4000e-004	0.0331		90.1920	90.1920	2.0400e-003	2.2300e-003	90.9088

3.6 Architectural Coating - 2029**Unmitigated Construction On-Site**

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	380.5363					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515		281.4481	281.4481	0.0154		281.8319
Total	380.7071	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515		281.4481	281.4481	0.0154		281.8319

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	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
Worker	3.5432	1.9796	29.5880	0.0925	13.5790	0.0523	13.6313	3.6018	0.0482	3.6500		9,939.1587	9,939.1587	0.2250	0.2462	10,018.1495
Total	3.5432	1.9796	29.5880	0.0925	13.5790	0.0523	13.6313	3.6018	0.0482	3.6500		9,939.1587	9,939.1587	0.2250	0.2462	10,018.1495

Mitigated Construction On-Site

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	380.5363					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515	0.0000	281.4481	281.4481	0.0154		281.8319
Total	380.7071	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515	0.0000	281.4481	281.4481	0.0154		281.8319

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	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
Worker	3.5432	1.9796	29.5880	0.0925	13.5790	0.0523	13.6313	3.6018	0.0482	3.6500		9,939.1587	9,939.1587	0.2250	0.2462	10,018.1495
Total	3.5432	1.9796	29.5880	0.0925	13.5790	0.0523	13.6313	3.6018	0.0482	3.6500		9,939.1587	9,939.1587	0.2250	0.2462	10,018.1495

4.0 Operational Detail - Mobile

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	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	166.9419	171.6898	1,544.8453	2.9463	388.3547	2.1361	390.4908	103.5063	1.9928	105.4990		317,075.930	317,075.930	22.6480	15.3018	322,202.065
Unmitigated	166.9419	171.6898	1,544.8453	2.9463	388.3547	2.1361	390.4908	103.5063	1.9928	105.4990		317,075.930	317,075.930	22.6480	15.3018	322,202.065

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	14,226.24	15,813.99	12215.09	39,141,007	39,141,007
City Park	99.18	249.26	278.40	312,163	312,163
Condo/Townhouse	8,816.00	9,807.80	7559.72	24,254,851	24,254,851
General Light Industry	52.00	20.88	52.40	139,002	139,002
General Office Building	5,683.50	1,288.26	408.37	10,280,761	10,280,761
Government Office Building	570.00	0.00	0.00	698,201	698,201
Hotel	2,614.40	2,560.00	1859.20	4,747,438	4,747,438
Other Non-Asphalt Surfaces	0.00	0.00	0.00		
Regional Shopping Center	30,700.00	37,509.17	17159.91	52,140,545	52,140,545
Single Family Housing	8,124.93	8,209.83	7360.83	22,181,674	22,181,674
Elementary School	2,171.07	0.00	0.00	3,419,341	3,419,341
Total	73,057.32	75,459.19	46,893.92	157,314,984	157,314,984

4.3 Trip Type Information

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	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
City Park	9.50	7.30	7.30	33.00	48.00	19.00	66	28	6

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Condo/Townhouse	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
General Light Industry	9.50	7.30	7.30	59.00	28.00	13.00	92	5	3
General Office Building	9.50	7.30	7.30	33.00	48.00	19.00	77	19	4
Government Office Building	9.50	7.30	7.30	33.00	62.00	5.00	50	34	16
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4
Other Non-Asphalt Surfaces	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Regional Shopping Center	9.50	7.30	7.30	16.30	64.70	19.00	54	35	11
Single Family Housing	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
Elementary School	9.50	7.30	7.30	65.00	30.00	5.00	63	25	12

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
City Park	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Condo/Townhouse	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
General Light Industry	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
General Office Building	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Government Office Building	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Hotel	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Other Non-Asphalt Surfaces	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Regional Shopping Center	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Single Family Housing	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Elementary School	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	2.6087	22.6712	12.2658	0.1423		1.8023	1.8023		1.8023	1.8023		28,457.9704	28,457.9704	0.5454	0.5217	28,627.0819
NaturalGas Unmitigated	2.6087	22.6712	12.2658	0.1423		1.8023	1.8023		1.8023	1.8023		28,457.9704	28,457.9704	0.5454	0.5217	28,627.0819

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	72031	0.7768	6.6382	2.8248	0.0424		0.5367	0.5367		0.5367	0.5367		8,474.2367	8,474.2367	0.1624	0.1554	8,524.5949
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	49832.9	0.5374	4.5924	1.9542	0.0293		0.3713	0.3713		0.3713	0.3713		5,862.6897	5,862.6897	0.1124	0.1075	5,897.5288
Elementary School	4525.67	0.0488	0.4437	0.3727	2.6600e-003		0.0337	0.0337		0.0337	0.0337		532.4321	532.4321	0.0102	9.7600e-003	535.5960
General Light Industry	455.014	4.9100e-003	0.0446	0.0375	2.7000e-004		3.3900e-003	3.3900e-003		3.3900e-003	3.3900e-003		53.5310	53.5310	1.0300e-003	9.8000e-004	53.8491
General Office Building	10438.5	0.1126	1.0234	0.8596	6.1400e-003		0.0778	0.0778		0.0778	0.0778		1,228.0580	1,228.0580	0.0235	0.0225	1,235.3558
Government Office Building	471.096	5.0800e-003	0.0462	0.0388	2.8000e-004		3.5100e-003	3.5100e-003		3.5100e-003	3.5100e-003		55.4231	55.4231	1.0600e-003	1.0200e-003	55.7524
Hotel	43217.9	0.4661	4.2371	3.5591	0.0254		0.3220	0.3220		0.3220	0.3220		5,084.4571	5,084.4571	0.0975	0.0932	5,114.6714

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	5333.89	0.0575	0.5229	0.4393	3.1400e-003		0.0397	0.0397		0.0397	0.0397		627.5168	627.5168	0.0120	0.0115	631.2458
Single Family Housing	55586.8	0.5995	5.1227	2.1799	0.0327		0.4142	0.4142		0.4142	0.4142		6,539.6260	6,539.6260	0.1253	0.1199	6,578.4878
Total		2.6087	22.6712	12.2659	0.1423		1.8023	1.8023		1.8023	1.8023		28,457.9704	28,457.9704	0.5454	0.5217	28,627.0819

Mitigated

	Natural Gas 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	72.031	0.7768	6.6382	2.8248	0.0424		0.5367	0.5367		0.5367	0.5367		8,474.2367	8,474.2367	0.1624	0.1554	8,524.5949
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	49.8329	0.5374	4.5924	1.9542	0.0293		0.3713	0.3713		0.3713	0.3713		5,862.6897	5,862.6897	0.1124	0.1075	5,897.5288
Elementary School	4.52567	0.0488	0.4437	0.3727	2.6600e-003		0.0337	0.0337		0.0337	0.0337		532.4321	532.4321	0.0102	9.7600e-003	535.5960
General Light Industry	0.455014	4.9100e-003	0.0446	0.0375	2.7000e-004		3.3900e-003	3.3900e-003		3.3900e-003	3.3900e-003		53.5310	53.5310	1.0300e-003	9.8000e-004	53.8491
General Office Building	10.4385	0.1126	1.0234	0.8596	6.1400e-003		0.0778	0.0778		0.0778	0.0778		1,228.0580	1,228.0580	0.0235	0.0225	1,235.3558
Government Office Building	0.471096	5.0800e-003	0.0462	0.0388	2.8000e-004		3.5100e-003	3.5100e-003		3.5100e-003	3.5100e-003		55.4231	55.4231	1.0600e-003	1.0200e-003	55.7524
Hotel	43.2179	0.4661	4.2371	3.5591	0.0254		0.3220	0.3220		0.3220	0.3220		5,084.4571	5,084.4571	0.0975	0.0932	5,114.6714
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	5.33389	0.0575	0.5229	0.4393	3.1400e-003		0.0397	0.0397		0.0397	0.0397		627.5168	627.5168	0.0120	0.0115	631.2458

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Single Family Housing	55.5868	0.5995	5.1227	2.1799	0.0327		0.4142	0.4142		0.4142	0.4142		6,539.6260	6,539.6260	0.1253	0.1199	6,578.4878
Total		2.6087	22.6712	12.2659	0.1423		1.8023	1.8023		1.8023	1.8023		28,457.9704	28,457.9704	0.5454	0.5217	28,627.0819

6.0 Area Detail

6.1 Mitigation Measures Area

Use Low VOC Paint - Residential Interior

Use Low VOC Paint - Residential Exterior

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

Use Low VOC Cleaning Supplies

	ROG	NOx	CO	SO2	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	159.3208	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625	0.0000	605.1203	605.1203	0.5778	0.0000	619.5663
Unmitigated	170.1670	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625	0.0000	605.1203	605.1203	0.5778	0.0000	619.5663

6.2 Area by SubCategory

Unmitigated

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	11.4682					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	148.6524					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	10.0464	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625		605.1203	605.1203	0.5778		619.5663
Total	170.1670	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625	0.0000	605.1203	605.1203	0.5778	0.0000	619.5663

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	11.4682					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	137.8062					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	10.0464	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625		605.1203	605.1203	0.5778		619.5663
Total	159.3208	3.8622	335.1040	0.0178		1.8625	1.8625		1.8625	1.8625	0.0000	605.1203	605.1203	0.5778	0.0000	619.5663

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**7.0 Water Detail**

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

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

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

RiverPark Specific Plan Amendment - Ventura County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

RiverPark Specific Plan Amendment
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1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	421.00	1000sqft	9.66	421,000.00	0
Government Office Building	19.00	1000sqft	0.44	19,000.00	0
Elementary School	1,683.00	Student	3.23	140,704.47	0
General Light Industry	8.00	1000sqft	0.18	8,000.00	0
Other Non-Asphalt Surfaces	226.00	Acre	226.00	9,844,560.00	0
City Park	43.50	Acre	43.50	1,894,860.00	0
Hotel	320.00	Room	10.67	464,640.00	0
Apartments Low Rise	2,117.00	Dwelling Unit	132.31	2,117,000.00	6055
Condo/Townhouse	1,102.00	Dwelling Unit	68.88	1,102,000.00	3152
Single Family Housing	849.00	Dwelling Unit	184.67	1,528,200.00	2598
Regional Shopping Center	978.33	1000sqft	22.46	978,327.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.6	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2030
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW hr)	390.98	CH4 Intensity (lb/MW hr)	0.033	N2O Intensity (lb/MW hr)	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Based on Traffic Study Specific Plan Amendment land uses. Specific Plan area is 702 acres.

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Construction Phase - Estimated construction assumption.

Trips and VMT -

Grading -

Architectural Coating - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Vehicle Trips - Based on Traffic Study

Vehicle Emission Factors -

Vehicle Emission Factors -

Vehicle Emission Factors -

Woodstoves - No woodstoves, no fireplace

Consumer Products -

Area Coating - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Landscape Equipment -

Construction Off-road Equipment Mitigation - Assumed VCAPCD Rule 55 dust control measures.

Area Mitigation - Consistent with VCAPCD Rule 74.2 assumed VOC content of 50 grams per liter for architectural coatings.

Water Mitigation -

Fleet Mix -

Solid Waste -

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Nonresidential_Interior	100.00	50.00
tblArchitecturalCoating	EF_Residential_Exterior	100.00	50.00
tblArchitecturalCoating	EF_Residential_Interior	75.00	50.00
tblAreaCoating	Area_EF_Nonresidential_Exterior	100	50
tblAreaCoating	Area_EF_Nonresidential_Interior	100	50
tblAreaCoating	Area_EF_Residential_Exterior	100	50
tblAreaCoating	Area_EF_Residential_Interior	75	50
tblConstructionPhase	NumDays	880.00	110.00
tblConstructionPhase	NumDays	12,400.00	1,550.00

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblConstructionPhase	NumDays	1,240.00	155.00
tblConstructionPhase	NumDays	880.00	110.00
tblConstructionPhase	NumDays	480.00	60.00
tblFireplaces	NumberNoFireplace	2,117.00	0.00
tblFireplaces	NumberNoFireplace	1,102.00	0.00
tblFireplaces	NumberNoFireplace	849.00	0.00
tblLandUse	LandUseSquareFeet	978,330.00	978,327.00
tblLandUse	LotAcreage	275.65	184.67
tblLandUse	Population	6,478.00	6,055.00
tblLandUse	Population	3,372.00	3,152.00
tblVehicleTrips	ST_TR	8.14	7.47
tblVehicleTrips	ST_TR	1.96	5.73
tblVehicleTrips	ST_TR	8.14	8.90
tblVehicleTrips	ST_TR	1.99	2.61
tblVehicleTrips	ST_TR	2.21	3.06
tblVehicleTrips	ST_TR	8.19	8.00
tblVehicleTrips	ST_TR	46.12	38.34
tblVehicleTrips	ST_TR	9.54	9.67
tblVehicleTrips	SU_TR	6.28	5.77
tblVehicleTrips	SU_TR	2.19	6.40
tblVehicleTrips	SU_TR	6.28	6.86
tblVehicleTrips	SU_TR	5.00	6.55
tblVehicleTrips	SU_TR	0.70	0.97
tblVehicleTrips	SU_TR	5.95	5.81
tblVehicleTrips	SU_TR	21.10	17.54
tblVehicleTrips	SU_TR	8.55	8.67
tblVehicleTrips	WD_TR	7.32	6.72
tblVehicleTrips	WD_TR	0.78	2.28
tblVehicleTrips	WD_TR	7.32	8.00

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblVehicleTrips	WD_TR	1.89	1.29
tblVehicleTrips	WD_TR	4.96	6.50
tblVehicleTrips	WD_TR	9.74	13.50
tblVehicleTrips	WD_TR	22.59	30.00
tblVehicleTrips	WD_TR	8.36	8.17
tblVehicleTrips	WD_TR	37.75	31.38
tblVehicleTrips	WD_TR	9.44	9.57

2.0 Emissions Summary**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					
2022	0.2792	2.9187	2.0697	4.3200e-003	1.1467	0.1294	1.2761	0.4968	0.1190	0.6159	0.0000	380.1155	380.1155	0.1201	3.0000e-004	383.2083
2023	2.9314	14.9358	27.1852	0.1124	9.0471	0.2108	9.2579	2.4539	0.1977	2.6517	0.0000	10,687.4996	10,687.4996	0.4806	0.9052	10,969.2574
2024	3.4195	17.5279	32.0588	0.1387	11.0804	0.2063	11.2867	2.9969	0.1944	3.1913	0.0000	13,272.6768	13,272.6768	0.5407	1.1342	13,624.1847
2025	3.2035	16.9870	30.2986	0.1345	11.0382	0.1922	11.2305	2.9855	0.1812	3.1667	0.0000	12,943.4127	12,943.4127	0.5281	1.1004	13,284.5403
2026	3.0351	16.6580	28.9199	0.1310	11.0384	0.1897	11.2281	2.9855	0.1789	3.1644	0.0000	12,676.3786	12,676.3786	0.5201	1.0730	13,009.1403
2027	2.8785	16.3362	27.7276	0.1278	11.0385	0.1867	11.2251	2.9856	0.1761	3.1616	0.0000	12,414.2642	12,414.2642	0.5131	1.0458	12,738.7463
2028	2.7230	16.0103	26.6380	0.1243	10.9963	0.1829	11.1792	2.9742	0.1725	3.1467	0.0000	12,128.7275	12,128.7275	0.5061	1.0169	12,444.4185
2029	21.5758	3.1253	6.5813	0.0258	2.4738	0.0571	2.5309	0.6655	0.0534	0.7189	0.0000	2,505.5644	2,505.5644	0.1265	0.1687	2,559.0034
Maximum	21.5758	17.5279	32.0588	0.1387	11.0804	0.2108	11.2867	2.9969	0.1977	3.1913	0.0000	13,272.6768	13,272.6768	0.5407	1.1342	13,624.1847

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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					
2022	0.2792	2.9187	2.0697	4.3200e-003	0.4547	0.1294	0.5841	0.1958	0.1190	0.3148	0.0000	380.1150	380.1150	0.1201	3.0000e-004	383.2078
2023	2.9314	14.9358	27.1852	0.1124	8.7938	0.2108	9.0046	2.3811	0.1977	2.5789	0.0000	10,687.4992	10,687.4992	0.4806	0.9052	10,969.2570
2024	3.4195	17.5279	32.0588	0.1387	11.0804	0.2063	11.2867	2.9969	0.1944	3.1913	0.0000	13,272.6764	13,272.6764	0.5407	1.1342	13,624.1843
2025	3.2035	16.9870	30.2986	0.1345	11.0382	0.1922	11.2305	2.9855	0.1812	3.1667	0.0000	12,943.4124	12,943.4124	0.5281	1.1004	13,284.5399
2026	3.0351	16.6580	28.9199	0.1310	11.0384	0.1897	11.2281	2.9855	0.1789	3.1644	0.0000	12,676.3782	12,676.3782	0.5201	1.0730	13,009.1399
2027	2.8785	16.3362	27.7276	0.1278	11.0385	0.1867	11.2251	2.9856	0.1761	3.1616	0.0000	12,414.2639	12,414.2639	0.5131	1.0458	12,738.7460
2028	2.7230	16.0103	26.6380	0.1243	10.9963	0.1829	11.1792	2.9742	0.1725	3.1467	0.0000	12,128.7272	12,128.7272	0.5061	1.0169	12,444.4182
2029	21.5758	3.1253	6.5813	0.0258	2.4738	0.0571	2.5309	0.6655	0.0534	0.7189	0.0000	2,505.5642	2,505.5642	0.1265	0.1687	2,559.0032
Maximum	21.5758	17.5279	32.0588	0.1387	11.0804	0.2108	11.2867	2.9969	0.1977	3.1913	0.0000	13,272.6764	13,272.6764	0.5407	1.1342	13,624.1843

	ROG	NOx	CO	SO2	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	1.39	0.00	1.37	2.02	0.00	1.89	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	5-24-2022	8-23-2022	1.2120	1.2120

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2	8-24-2022	11-23-2022	1.3990	1.3990
3	11-24-2022	2-23-2023	1.3096	1.3096
4	2-24-2023	5-23-2023	4.0100	4.0100
5	5-24-2023	8-23-2023	5.2276	5.2276
6	8-24-2023	11-23-2023	5.3975	5.3975
7	11-24-2023	2-23-2024	5.4205	5.4205
8	2-24-2024	5-23-2024	5.0761	5.0761
9	5-24-2024	8-23-2024	5.0746	5.0746
10	8-24-2024	11-23-2024	5.2378	5.2378
11	11-24-2024	2-23-2025	5.2500	5.2500
12	2-24-2025	5-23-2025	4.8552	4.8552
13	5-24-2025	8-23-2025	4.9108	4.9108
14	8-24-2025	11-23-2025	5.0675	5.0675
15	11-24-2025	2-23-2026	5.1022	5.1022
16	2-24-2026	5-23-2026	4.7359	4.7359
17	5-24-2026	8-23-2026	4.7913	4.7913
18	8-24-2026	11-23-2026	4.9425	4.9425
19	11-24-2026	2-23-2027	4.9763	4.9763
20	2-24-2027	5-23-2027	4.6211	4.6211
21	5-24-2027	8-23-2027	4.6762	4.6762
22	8-24-2027	11-23-2027	4.8223	4.8223
23	11-24-2027	2-23-2028	4.8627	4.8627
24	2-24-2028	5-23-2028	4.5751	4.5751
25	5-24-2028	8-23-2028	4.5776	4.5776
26	8-24-2028	11-23-2028	4.7192	4.7192
27	11-24-2028	2-23-2029	4.7583	4.7583
28	2-24-2029	5-23-2029	0.4469	0.4469
29	5-24-2029	8-23-2029	3.5471	3.5471
30	8-24-2029	9-30-2029	5.2493	5.2493

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

		Highest	5.4205	5.4205
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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	30.1262	0.3476	30.1594	1.6000e-003		0.1676	0.1676		0.1676	0.1676	0.0000	49.4060	49.4060	0.0472	0.0000	50.5855
Energy	0.4761	4.1375	2.2385	0.0260		0.3289	0.3289		0.3289	0.3289	0.0000	12,205.8632	12,205.8632	0.7229	0.1631	12,272.5235
Mobile	25.6086	26.0635	229.5827	0.4593	59.2258	0.3308	59.5566	15.8084	0.3086	16.1171	0.0000	44,845.3030	44,845.3030	3.0763	2.1101	45,551.0116
Waste						0.0000	0.0000		0.0000	0.0000	909.0707	0.0000	909.0707	53.7245	0.0000	2,252.1841
Water						0.0000	0.0000		0.0000	0.0000	136.4705	1,629.5637	1,766.0342	14.1544	0.3476	2,223.4899
Total	56.2108	30.5486	261.9806	0.4869	59.2258	0.8274	60.0531	15.8084	0.8052	16.6136	1,045.5412	58,730.1360	59,775.6771	71.7253	2.6208	62,349.7946

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	28.1468	0.3476	30.1594	1.6000e-003		0.1676	0.1676		0.1676	0.1676	0.0000	49.4060	49.4060	0.0472	0.0000	50.5855
Energy	0.4761	4.1375	2.2385	0.0260		0.3289	0.3289		0.3289	0.3289	0.0000	12,205.8632	12,205.8632	0.7229	0.1631	12,272.5235

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Mobile	25.6086	26.0635	229.5827	0.4593	59.2258	0.3308	59.5566	15.8084	0.3086	16.1171	0.0000	44,845.3030	44,845.3030	3.0763	2.1101	45,551.0116
Waste						0.0000	0.0000		0.0000	0.0000	909.0707	0.0000	909.0707	53.7245	0.0000	2,252.1841
Water						0.0000	0.0000		0.0000	0.0000	109.1764	1,392.0866	1,501.2630	11.3310	0.2790	1,867.6837
Total	54.2314	30.5486	261.9806	0.4869	59.2258	0.8274	60.0531	15.8084	0.8052	16.6136	1,018.2471	58,492.6588	59,510.9059	68.9019	2.5521	61,993.9884

	ROG	NOx	CO	SO2	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	3.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.61	0.40	0.44	3.94	2.62	0.57

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	5/24/2022	8/15/2022	5	60	
2	Grading	Grading	8/16/2022	3/20/2023	5	155	
3	Building Construction	Building Construction	3/21/2023	2/26/2029	5	1550	
4	Paving	Paving	2/27/2029	7/30/2029	5	110	
5	Architectural Coating	Architectural Coating	7/31/2029	12/31/2029	5	110	

Acres of Grading (Site Preparation Phase): 90

Acres of Grading (Grading Phase): 465

Acres of Paving: 226

Residential Indoor: 9,613,080; Residential Outdoor: 3,204,360; Non-Residential Indoor: 3,047,507; Non-Residential Outdoor: 1,015,836; Striped Parking

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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

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
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	8,265.00	2,692.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	1,653.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Site Preparation - 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					0.5897	0.0000	0.5897	0.3031	0.0000	0.3031	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0951	0.9925	0.5909	1.1400e-003		0.0484	0.0484		0.0445	0.0445	0.0000	100.3182	100.3182	0.0324	0.0000	101.1293
Total	0.0951	0.9925	0.5909	1.1400e-003	0.5897	0.0484	0.6381	0.3031	0.0445	0.3476	0.0000	100.3182	100.3182	0.0324	0.0000	101.1293

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	1.6600e-003	1.2200e-003	0.0145	4.0000e-005	4.3500e-003	3.0000e-005	4.3800e-003	1.1600e-003	2.0000e-005	1.1800e-003	0.0000	3.4768	3.4768	1.2000e-004	1.1000e-004	3.5118
Total	1.6600e-003	1.2200e-003	0.0145	4.0000e-005	4.3500e-003	3.0000e-005	4.3800e-003	1.1600e-003	2.0000e-005	1.1800e-003	0.0000	3.4768	3.4768	1.2000e-004	1.1000e-004	3.5118

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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					0.2300	0.0000	0.2300	0.1182	0.0000	0.1182	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0951	0.9925	0.5909	1.1400e-003		0.0484	0.0484		0.0445	0.0445	0.0000	100.3181	100.3181	0.0324	0.0000	101.1292
Total	0.0951	0.9925	0.5909	1.1400e-003	0.2300	0.0484	0.2784	0.1182	0.0445	0.1627	0.0000	100.3181	100.3181	0.0324	0.0000	101.1292

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	1.6600e-003	1.2200e-003	0.0145	4.0000e-005	4.3500e-003	3.0000e-005	4.3800e-003	1.1600e-003	2.0000e-005	1.1800e-003	0.0000	3.4768	3.4768	1.2000e-004	1.1000e-004	3.5118
Total	1.6600e-003	1.2200e-003	0.0145	4.0000e-005	4.3500e-003	3.0000e-005	4.3800e-003	1.1600e-003	2.0000e-005	1.1800e-003	0.0000	3.4768	3.4768	1.2000e-004	1.1000e-004	3.5118

3.3 Grading - 2022Unmitigated Construction On-Site

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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					0.5447	0.0000	0.5447	0.1905	0.0000	0.1905	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.1794	1.9228	1.4376	3.0700e-003		0.0809	0.0809		0.0745	0.0745	0.0000	269.9463	269.9463	0.0873	0.0000	272.1289
Total	0.1794	1.9228	1.4376	3.0700e-003	0.5447	0.0809	0.6256	0.1905	0.0745	0.2649	0.0000	269.9463	269.9463	0.0873	0.0000	272.1289

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	3.0400e-003	2.2300e-003	0.0266	7.0000e-005	7.9800e-003	5.0000e-005	8.0300e-003	2.1200e-003	4.0000e-005	2.1600e-003	0.0000	6.3742	6.3742	2.2000e-004	2.0000e-004	6.4383
Total	3.0400e-003	2.2300e-003	0.0266	7.0000e-005	7.9800e-003	5.0000e-005	8.0300e-003	2.1200e-003	4.0000e-005	2.1600e-003	0.0000	6.3742	6.3742	2.2000e-004	2.0000e-004	6.4383

Mitigated Construction On-Site

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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					0.2124	0.0000	0.2124	0.0743	0.0000	0.0743	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.1794	1.9228	1.4376	3.0700e-003		0.0809	0.0809		0.0745	0.0745	0.0000	269.9459	269.9459	0.0873	0.0000	272.1286
Total	0.1794	1.9228	1.4376	3.0700e-003	0.2124	0.0809	0.2934	0.0743	0.0745	0.1487	0.0000	269.9459	269.9459	0.0873	0.0000	272.1286

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	3.0400e-003	2.2300e-003	0.0266	7.0000e-005	7.9800e-003	5.0000e-005	8.0300e-003	2.1200e-003	4.0000e-005	2.1600e-003	0.0000	6.3742	6.3742	2.2000e-004	2.0000e-004	6.4383
Total	3.0400e-003	2.2300e-003	0.0266	7.0000e-005	7.9800e-003	5.0000e-005	8.0300e-003	2.1200e-003	4.0000e-005	2.1600e-003	0.0000	6.3742	6.3742	2.2000e-004	2.0000e-004	6.4383

3.3 Grading - 2023**Unmitigated Construction On-Site**

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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					0.4152	0.0000	0.4152	0.1193	0.0000	0.1193	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0930	0.9664	0.7854	1.7400e-003		0.0399	0.0399		0.0367	0.0367	0.0000	152.6986	152.6986	0.0494	0.0000	153.9332
Total	0.0930	0.9664	0.7854	1.7400e-003	0.4152	0.0399	0.4551	0.1193	0.0367	0.1560	0.0000	152.6986	152.6986	0.0494	0.0000	153.9332

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	1.6000e-003	1.1200e-003	0.0139	4.0000e-005	4.5200e-003	2.0000e-005	4.5400e-003	1.2000e-003	2.0000e-005	1.2200e-003	0.0000	3.5114	3.5114	1.1000e-004	1.0000e-004	3.5449
Total	1.6000e-003	1.1200e-003	0.0139	4.0000e-005	4.5200e-003	2.0000e-005	4.5400e-003	1.2000e-003	2.0000e-005	1.2200e-003	0.0000	3.5114	3.5114	1.1000e-004	1.0000e-004	3.5449

Mitigated Construction On-Site

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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					0.1619	0.0000	0.1619	0.0465	0.0000	0.0465	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0930	0.9664	0.7854	1.7400e-003		0.0399	0.0399		0.0367	0.0367	0.0000	152.6984	152.6984	0.0494	0.0000	153.9331
Total	0.0930	0.9664	0.7854	1.7400e-003	0.1619	0.0399	0.2018	0.0465	0.0367	0.0832	0.0000	152.6984	152.6984	0.0494	0.0000	153.9331

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	1.6000e-003	1.1200e-003	0.0139	4.0000e-005	4.5200e-003	2.0000e-005	4.5400e-003	1.2000e-003	2.0000e-005	1.2200e-003	0.0000	3.5114	3.5114	1.1000e-004	1.0000e-004	3.5449
Total	1.6000e-003	1.1200e-003	0.0139	4.0000e-005	4.5200e-003	2.0000e-005	4.5400e-003	1.2000e-003	2.0000e-005	1.2200e-003	0.0000	3.5114	3.5114	1.1000e-004	1.0000e-004	3.5449

3.4 Building Construction - 2023**Unmitigated Construction On-Site**

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.1604	1.4673	1.6569	2.7500e-003		0.0714	0.0714		0.0672	0.0672	0.0000	236.4408	236.4408	0.0563	0.0000	237.8470
Total	0.1604	1.4673	1.6569	2.7500e-003		0.0714	0.0714		0.0672	0.0672	0.0000	236.4408	236.4408	0.0563	0.0000	237.8470

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	0.2672	10.8103	3.7480	0.0509	1.8299	0.0620	1.8919	0.5279	0.0593	0.5872	0.0000	5,008.7623	5,008.7623	0.2056	0.7499	5,237.3682
Worker	2.4092	1.6907	20.9810	0.0569	6.7975	0.0375	6.8350	1.8055	0.0346	1.8401	0.0000	5,286.0866	5,286.0866	0.1692	0.1552	5,336.5641
Total	2.6764	12.5010	24.7289	0.1078	8.6274	0.0995	8.7269	2.3334	0.0939	2.4273	0.0000	10,294.8488	10,294.8488	0.3748	0.9051	10,573.9323

Mitigated Construction On-Site

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.1604	1.4673	1.6569	2.7500e-003		0.0714	0.0714		0.0672	0.0672	0.0000	236.4406	236.4406	0.0563	0.0000	237.8467
Total	0.1604	1.4673	1.6569	2.7500e-003		0.0714	0.0714		0.0672	0.0672	0.0000	236.4406	236.4406	0.0563	0.0000	237.8467

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	0.2672	10.8103	3.7480	0.0509	1.8299	0.0620	1.8919	0.5279	0.0593	0.5872	0.0000	5,008.7623	5,008.7623	0.2056	0.7499	5,237.3682
Worker	2.4092	1.6907	20.9810	0.0569	6.7975	0.0375	6.8350	1.8055	0.0346	1.8401	0.0000	5,286.0866	5,286.0866	0.1692	0.1552	5,336.5641
Total	2.6764	12.5010	24.7289	0.1078	8.6274	0.0995	8.7269	2.3334	0.0939	2.4273	0.0000	10,294.8488	10,294.8488	0.3748	0.9051	10,573.9323

3.4 Building Construction - 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
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RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Category	tons/yr										MT/yr					
Off-Road	0.1928	1.7611	2.1179	3.5300e-003		0.0803	0.0803		0.0756	0.0756	0.0000	303.7223	303.7223	0.0718	0.0000	305.5179
Total	0.1928	1.7611	2.1179	3.5300e-003		0.0803	0.0803		0.0756	0.0756	0.0000	303.7223	303.7223	0.0718	0.0000	305.5179

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	0.3345	13.8186	4.7892	0.0643	2.3503	0.0798	2.4301	0.6780	0.0764	0.7544	0.0000	6,335.8095	6,335.8095	0.2708	0.9483	6,625.1748
Worker	2.8922	1.9481	25.1518	0.0709	8.7301	0.0461	8.7762	2.3189	0.0425	2.3614	0.0000	6,633.1450	6,633.1450	0.1981	0.1859	6,693.4920
Total	3.2267	15.7668	29.9410	0.1352	11.0804	0.1260	11.2064	2.9969	0.1188	3.1157	0.0000	12,968.9544	12,968.9544	0.4689	1.1342	13,318.6668

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					

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Off-Road	0.1928	1.7611	2.1179	3.5300e-003		0.0803	0.0803		0.0756	0.0756	0.0000	303.7220	303.7220	0.0718	0.0000	305.5175
Total	0.1928	1.7611	2.1179	3.5300e-003		0.0803	0.0803		0.0756	0.0756	0.0000	303.7220	303.7220	0.0718	0.0000	305.5175

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	0.3345	13.8186	4.7892	0.0643	2.3503	0.0798	2.4301	0.6780	0.0764	0.7544	0.0000	6,335.8095	6,335.8095	0.2708	0.9483	6,625.1748
Worker	2.8922	1.9481	25.1518	0.0709	8.7301	0.0461	8.7762	2.3189	0.0425	2.3614	0.0000	6,633.1450	6,633.1450	0.1981	0.1859	6,693.4920
Total	3.2267	15.7668	29.9410	0.1352	11.0804	0.1260	11.2064	2.9969	0.1188	3.1157	0.0000	12,968.9544	12,968.9544	0.4689	1.1342	13,318.6668

3.4 Building Construction - 2025

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	0.1785	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6549	302.6549	0.0711	0.0000	304.4335

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	0.1785	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6549	302.6549	0.0711	0.0000	304.4335
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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	0.3255	13.6090	4.7527	0.0628	2.3414	0.0796	2.4210	0.6755	0.0761	0.7515	0.0000	6,196.4361	6,196.4361	0.2774	0.9271	6,479.6337
Worker	2.6996	1.7507	23.4469	0.0682	8.6968	0.0438	8.7406	2.3100	0.0404	2.3504	0.0000	6,444.3217	6,444.3217	0.1795	0.1734	6,500.4730
Total	3.0251	15.3597	28.1996	0.1309	11.0382	0.1234	11.1616	2.9855	0.1164	3.1019	0.0000	12,640.7578	12,640.7578	0.4570	1.1004	12,980.1067

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	0.1784	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6545	302.6545	0.0711	0.0000	304.4331
Total	0.1784	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6545	302.6545	0.0711	0.0000	304.4331

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**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										M1/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	0.3255	13.6090	4.7527	0.0628	2.3414	0.0796	2.4210	0.6755	0.0761	0.7515	0.0000	6,196.4361	6,196.4361	0.2774	0.9271	6,479.6337
Worker	2.6996	1.7507	23.4469	0.0682	8.6968	0.0438	8.7406	2.3100	0.0404	2.3504	0.0000	6,444.3217	6,444.3217	0.1795	0.1734	6,500.4730
Total	3.0251	15.3597	28.1996	0.1309	11.0382	0.1234	11.1616	2.9855	0.1164	3.1019	0.0000	12,640.7578	12,640.7578	0.4570	1.1004	12,980.1067

3.4 Building Construction - 2026**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										M1/yr					
Off-Road	0.1785	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6549	302.6549	0.0711	0.0000	304.4335
Total	0.1785	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6549	302.6549	0.0711	0.0000	304.4335

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**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	0.3185	13.4380	4.7458	0.0615	2.3416	0.0792	2.4208	0.6755	0.0758	0.7513	0.0000	6,081.5891	6,081.5891	0.2849	0.9095	6,359.7443
Worker	2.5381	1.5928	22.0750	0.0660	8.6968	0.0417	8.7385	2.3100	0.0383	2.3484	0.0000	6,292.1346	6,292.1346	0.1640	0.1635	6,344.9624
Total	2.8567	15.0308	26.8208	0.1275	11.0384	0.1209	11.1592	2.9855	0.1141	3.0996	0.0000	12,373.7237	12,373.7237	0.4489	1.0730	12,704.7068

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	0.1784	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6545	302.6545	0.0711	0.0000	304.4331
Total	0.1784	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6545	302.6545	0.0711	0.0000	304.4331

Mitigated Construction Off-Site

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.3185	13.4380	4.7458	0.0615	2.3416	0.0792	2.4208	0.6755	0.0758	0.7513	0.0000	6,081.5891	6,081.5891	0.2849	0.9095	6,359.7443
Worker	2.5381	1.5928	22.0750	0.0660	8.6968	0.0417	8.7385	2.3100	0.0383	2.3484	0.0000	6,292.1346	6,292.1346	0.1640	0.1635	6,344.9624
Total	2.8567	15.0308	26.8208	0.1275	11.0384	0.1209	11.1592	2.9855	0.1141	3.0996	0.0000	12,373.7237	12,373.7237	0.4489	1.0730	12,704.7068

3.4 Building Construction - 2027**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	0.1785	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6549	302.6549	0.0711	0.0000	304.4335
Total	0.1785	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6549	302.6549	0.0711	0.0000	304.4335

Unmitigated Construction Off-Site

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	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	0.3127	13.2516	4.7405	0.0601	2.3417	0.0786	2.4203	0.6755	0.0752	0.7508	0.0000	5,957.0237	5,957.0237	0.2915	0.8907	6,229.7375
Worker	2.3874	1.4574	20.8881	0.0641	8.6968	0.0392	8.7360	2.3100	0.0361	2.3461	0.0000	6,154.5857	6,154.5857	0.1504	0.1551	6,204.5753
Total	2.7001	14.7090	25.6285	0.1242	11.0385	0.1178	11.1563	2.9856	0.1113	3.0969	0.0000	12,111.6093	12,111.6093	0.4420	1.0458	12,434.3128

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	0.1784	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6545	302.6545	0.0711	0.0000	304.4331
Total	0.1784	1.6273	2.0991	3.5200e-003		0.0689	0.0689		0.0648	0.0648	0.0000	302.6545	302.6545	0.0711	0.0000	304.4331

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
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RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	0.3127	13.2516	4.7405	0.0601	2.3417	0.0786	2.4203	0.6755	0.0752	0.7508	0.0000	5,957.0237	5,957.0237	0.2915	0.8907	6,229.7375
Worker	2.3874	1.4574	20.8881	0.0641	8.6968	0.0392	8.7360	2.3100	0.0361	2.3461	0.0000	6,154.5857	6,154.5857	0.1504	0.1551	6,204.5753
Total	2.7001	14.7090	25.6285	0.1242	11.0385	0.1178	11.1563	2.9856	0.1113	3.0969	0.0000	12,111.6093	12,111.6093	0.4420	1.0458	12,434.3128

3.4 Building Construction - 2028

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	0.1778	1.6211	2.0910	3.5000e-003		0.0686	0.0686		0.0645	0.0645	0.0000	301.4953	301.4953	0.0709	0.0000	303.2671
Total	0.1778	1.6211	2.0910	3.5000e-003		0.0686	0.0686		0.0645	0.0645	0.0000	301.4953	301.4953	0.0709	0.0000	303.2671

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					

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	0.3070	13.0520	4.7339	0.0586	2.3328	0.0779	2.4107	0.6730	0.0745	0.7475	0.0000	5,817.1715	5,817.1715	0.2971	0.8694	6,083.6906
Worker	2.2382	1.3373	19.8132	0.0621	8.6635	0.0365	8.6999	2.3012	0.0335	2.3347	0.0000	6,010.0608	6,010.0608	0.1381	0.1475	6,057.4609
Total	2.5452	14.3892	24.5470	0.1208	10.9963	0.1143	11.1106	2.9742	0.1080	3.0822	0.0000	11,827.2322	11,827.2322	0.4352	1.0169	12,141.1514

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	0.1778	1.6211	2.0910	3.5000e-003		0.0686	0.0686		0.0645	0.0645	0.0000	301.4949	301.4949	0.0709	0.0000	303.2667
Total	0.1778	1.6211	2.0910	3.5000e-003		0.0686	0.0686		0.0645	0.0645	0.0000	301.4949	301.4949	0.0709	0.0000	303.2667

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

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Vendor	0.3070	13.0520	4.7339	0.0586	2.3328	0.0779	2.4107	0.6730	0.0745	0.7475	0.0000	5,817.1715	5,817.1715	0.2971	0.8694	6,083.6906
Worker	2.2382	1.3373	19.8132	0.0621	8.6635	0.0365	8.6999	2.3012	0.0335	2.3347	0.0000	6,010.0608	6,010.0608	0.1381	0.1475	6,057.4609
Total	2.5452	14.3892	24.5470	0.1208	10.9963	0.1143	11.1106	2.9742	0.1080	3.0822	0.0000	11,827.2322	11,827.2322	0.4352	1.0169	12,141.1514

3.4 Building Construction - 2029

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	0.0280	0.2556	0.3297	5.5000e-004		0.0108	0.0108		0.0102	0.0102	0.0000	47.5435	47.5435	0.0112	0.0000	47.8229
Total	0.0280	0.2556	0.3297	5.5000e-004		0.0108	0.0108		0.0102	0.0102	0.0000	47.5435	47.5435	0.0112	0.0000	47.8229

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	0.0477	2.0339	0.7480	9.0500e-003	0.3679	0.0122	0.3800	0.1061	0.0116	0.1178	0.0000	899.1708	899.1708	0.0479	0.1343	940.4028

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Worker	0.3314	0.1952	2.9857	9.5500e-003	1.3662	5.3600e-003	1.3715	0.3629	4.9400e-003	0.3678	0.0000	930.7451	930.7451	0.0201	0.0223	937.8930
Total	0.3791	2.2291	3.7337	0.0186	1.7340	0.0175	1.7516	0.4690	0.0166	0.4856	0.0000	1,829.9159	1,829.9159	0.0680	0.1566	1,878.2958

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	0.0280	0.2556	0.3297	5.5000e-004		0.0108	0.0108		0.0102	0.0102	0.0000	47.5434	47.5434	0.0112	0.0000	47.8228
Total	0.0280	0.2556	0.3297	5.5000e-004		0.0108	0.0108		0.0102	0.0102	0.0000	47.5434	47.5434	0.0112	0.0000	47.8228

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	0.0477	2.0339	0.7480	9.0500e-003	0.3679	0.0122	0.3800	0.1061	0.0116	0.1178	0.0000	899.1708	899.1708	0.0479	0.1343	940.4028
Worker	0.3314	0.1952	2.9857	9.5500e-003	1.3662	5.3600e-003	1.3715	0.3629	4.9400e-003	0.3678	0.0000	930.7451	930.7451	0.0201	0.0223	937.8930

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	0.3791	2.2291	3.7337	0.0186	1.7340	0.0175	1.7516	0.4690	0.0166	0.4856	0.0000	1,829.9159	1,829.9159	0.0680	0.1566	1,878.2958
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3.5 Paving - 2029

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	0.0503	0.4720	0.8018	1.2500e-003		0.0230	0.0230		0.0212	0.0212	0.0000	110.1059	110.1059	0.0356	0.0000	110.9962
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0503	0.4720	0.8018	1.2500e-003		0.0230	0.0230		0.0212	0.0212	0.0000	110.1059	110.1059	0.0356	0.0000	110.9962

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	1.6100e-003	9.5000e-004	0.0145	5.0000e-005	6.6500e-003	3.0000e-005	6.6800e-003	1.7700e-003	2.0000e-005	1.7900e-003	0.0000	4.5320	4.5320	1.0000e-004	1.1000e-004	4.5668

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	1.6100e-003	9.5000e-004	0.0145	5.0000e-005	6.6500e-003	3.0000e-005	6.6800e-003	1.7700e-003	2.0000e-005	1.7900e-003	0.0000	4.5320	4.5320	1.0000e-004	1.1000e-004	4.5668
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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	0.0503	0.4720	0.8018	1.2500e-003		0.0230	0.0230		0.0212	0.0212	0.0000	110.1058	110.1058	0.0356	0.0000	110.9960
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0503	0.4720	0.8018	1.2500e-003		0.0230	0.0230		0.0212	0.0212	0.0000	110.1058	110.1058	0.0356	0.0000	110.9960

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	1.6100e-003	9.5000e-004	0.0145	5.0000e-005	6.6500e-003	3.0000e-005	6.6800e-003	1.7700e-003	2.0000e-005	1.7900e-003	0.0000	4.5320	4.5320	1.0000e-004	1.1000e-004	4.5668

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	1.6100e-003	9.5000e-004	0.0145	5.0000e-005	6.6500e-003	3.0000e-005	6.6800e-003	1.7700e-003	2.0000e-005	1.7900e-003	0.0000	4.5320	4.5320	1.0000e-004	1.1000e-004	4.5668
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3.6 Architectural Coating - 2029

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	20.9295					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.4000e-003	0.0630	0.0995	1.6000e-004		2.8300e-003	2.8300e-003		2.8300e-003	2.8300e-003	0.0000	14.0429	14.0429	7.7000e-004	0.0000	14.0621
Total	20.9389	0.0630	0.0995	1.6000e-004		2.8300e-003	2.8300e-003		2.8300e-003	2.8300e-003	0.0000	14.0429	14.0429	7.7000e-004	0.0000	14.0621

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	0.1778	0.1047	1.6021	5.1300e-003	0.7331	2.8800e-003	0.7359	0.1947	2.6500e-003	0.1974	0.0000	499.4242	499.4242	0.0108	0.0120	503.2597

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	0.1778	0.1047	1.6021	5.1300e-003	0.7331	2.8800e-003	0.7359	0.1947	2.6500e-003	0.1974	0.0000	499.4242	499.4242	0.0108	0.0120	503.2597
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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	20.9295					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.4000e-003	0.0630	0.0995	1.6000e-004		2.8300e-003	2.8300e-003		2.8300e-003	2.8300e-003	0.0000	14.0429	14.0429	7.7000e-004	0.0000	14.0620
Total	20.9389	0.0630	0.0995	1.6000e-004		2.8300e-003	2.8300e-003		2.8300e-003	2.8300e-003	0.0000	14.0429	14.0429	7.7000e-004	0.0000	14.0620

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	0.1778	0.1047	1.6021	5.1300e-003	0.7331	2.8800e-003	0.7359	0.1947	2.6500e-003	0.1974	0.0000	499.4242	499.4242	0.0108	0.0120	503.2597

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	0.1778	0.1047	1.6021	5.1300e-003	0.7331	2.8800e-003	0.7359	0.1947	2.6500e-003	0.1974	0.0000	499.4242	499.4242	0.0108	0.0120	503.2597
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4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	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	25.6086	26.0635	229.5827	0.4593	59.2258	0.3308	59.5566	15.8084	0.3086	16.1171	0.0000	44,845.3030	44,845.3030	3.0763	2.1101	45,551.0116
Unmitigated	25.6086	26.0635	229.5827	0.4593	59.2258	0.3308	59.5566	15.8084	0.3086	16.1171	0.0000	44,845.3030	44,845.3030	3.0763	2.1101	45,551.0116

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	14,226.24	15,813.99	12215.09	39,141,007	39,141,007
City Park	99.18	249.26	278.40	312,163	312,163
Condo/Townhouse	8,816.00	9,807.80	7559.72	24,254,851	24,254,851
General Light Industry	52.00	20.88	52.40	139,002	139,002
General Office Building	5,683.50	1,288.26	408.37	10,280,761	10,280,761
Government Office Building	570.00	0.00	0.00	698,201	698,201
Hotel	2,614.40	2,560.00	1859.20	4,747,438	4,747,438
Other Non-Asphalt Surfaces	0.00	0.00	0.00		
Regional Shopping Center	30,700.00	37,509.17	17159.91	52,140,545	52,140,545

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Single Family Housing	8,124.93	8,209.83	7360.83	22,181,674	22,181,674
Elementary School	2,171.07	0.00	0.00	3,419,341	3,419,341
Total	73,057.32	75,459.19	46,893.92	157,314,984	157,314,984

4.3 Trip Type Information

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	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
City Park	9.50	7.30	7.30	33.00	48.00	19.00	66	28	6
Condo/Townhouse	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
General Light Industry	9.50	7.30	7.30	59.00	28.00	13.00	92	5	3
General Office Building	9.50	7.30	7.30	33.00	48.00	19.00	77	19	4
Government Office Building	9.50	7.30	7.30	33.00	62.00	5.00	50	34	16
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4
Other Non-Asphalt Surfaces	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Regional Shopping Center	9.50	7.30	7.30	16.30	64.70	19.00	54	35	11
Single Family Housing	10.80	7.30	7.50	32.90	18.00	49.10	86	11	3
Elementary School	9.50	7.30	7.30	65.00	30.00	5.00	63	25	12

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
City Park	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Condo/Townhouse	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
General Light Industry	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
General Office Building	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Government Office Building	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Hotel	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Other Non-Asphalt Surfaces	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Regional Shopping Center	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Single Family Housing	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178
Elementary School	0.570667	0.059093	0.166777	0.117104	0.024699	0.007310	0.013440	0.006292	0.000648	0.000382	0.027795	0.000615	0.005178

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	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	7,494.3271	7,494.3271	0.6326	0.0767	7,532.9890
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	7,494.3271	7,494.3271	0.6326	0.0767	7,532.9890
NaturalGas Mitigated	0.4761	4.1375	2.2385	0.0260		0.3289	0.3289		0.3289	0.3289	0.0000	4,711.5362	4,711.5362	0.0903	0.0864	4,739.5345
NaturalGas Unmitigated	0.4761	4.1375	2.2385	0.0260		0.3289	0.3289		0.3289	0.3289	0.0000	4,711.5362	4,711.5362	0.0903	0.0864	4,739.5345

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	2.62913e+07	0.1418	1.2115	0.5155	7.7300e-003		0.0980	0.0980		0.0980	0.0980	0.0000	1,403.0049	1,403.0049	0.0269	0.0257	1,411.3423

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	1.8189e+007	0.0981	0.8381	0.3567	5.3500e-003		0.0678	0.0678		0.0678	0.0678	0.0000	970.6340	970.6340	0.0186	0.0178	976.4020
Elementary School	1.65187e+006	8.9100e-003	0.0810	0.0680	4.9000e-004		6.1500e-003	6.1500e-003		6.1500e-003	6.1500e-003	0.0000	88.1501	88.1501	1.6900e-003	1.6200e-003	88.6739
General Light Industry	166080	9.0000e-004	8.1400e-003	6.8400e-003	5.0000e-005		6.2000e-004	6.2000e-004		6.2000e-004	6.2000e-004	0.0000	8.8627	8.8627	1.7000e-004	1.6000e-004	8.9153
General Office Building	3.81005e+006	0.0205	0.1868	0.1569	1.1200e-003		0.0142	0.0142		0.0142	0.0142	0.0000	203.3188	203.3188	3.9000e-003	3.7300e-003	204.5270
Government Office Building	171950	9.3000e-004	8.4300e-003	7.0800e-003	5.0000e-005		6.4000e-004	6.4000e-004		6.4000e-004	6.4000e-004	0.0000	9.1759	9.1759	1.8000e-004	1.7000e-004	9.2304
Hotel	1.57745e+007	0.0851	0.7733	0.6495	4.6400e-003		0.0588	0.0588		0.0588	0.0588	0.0000	841.7889	841.7889	0.0161	0.0154	846.7912
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	1.94687e+006	0.0105	0.0954	0.0802	5.7000e-004		7.2500e-003	7.2500e-003		7.2500e-003	7.2500e-003	0.0000	103.8924	103.8924	1.9900e-003	1.9000e-003	104.5098
Single Family Housing	2.02892e+007	0.1094	0.9349	0.3978	5.9700e-003		0.0756	0.0756		0.0756	0.0756	0.0000	1,082.7084	1,082.7084	0.0208	0.0199	1,089.1424
Total		0.4761	4.1375	2.2385	0.0260		0.3289	0.3289		0.3289	0.3289	0.0000	4,711.5362	4,711.5362	0.0903	0.0864	4,739.5345

Mitigated

	Natural Gas 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	2.62913e+007	0.1418	1.2115	0.5155	7.7300e-003		0.0980	0.0980		0.0980	0.0980	0.0000	1,403.0049	1,403.0049	0.0269	0.0257	1,411.3423
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	1.8189e+007	0.0981	0.8381	0.3567	5.3500e-003		0.0678	0.0678		0.0678	0.0678	0.0000	970.6340	970.6340	0.0186	0.0178	976.4020

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Elementary School	1.65187e+06	8.9100e-003	0.0810	0.0680	4.9000e-004		6.1500e-003	6.1500e-003		6.1500e-003	6.1500e-003	0.0000	88.1501	88.1501	1.6900e-003	1.6200e-003	88.6739
General Light Industry	166080	9.0000e-004	8.1400e-003	6.8400e-003	5.0000e-005		6.2000e-004	6.2000e-004		6.2000e-004	6.2000e-004	0.0000	8.8627	8.8627	1.7000e-004	1.6000e-004	8.9153
General Office Building	3.81005e+06	0.0205	0.1868	0.1569	1.1200e-003		0.0142	0.0142		0.0142	0.0142	0.0000	203.3188	203.3188	3.9000e-003	3.7300e-003	204.5270
Government Office Building	171950	9.3000e-004	8.4300e-003	7.0800e-003	5.0000e-005		6.4000e-004	6.4000e-004		6.4000e-004	6.4000e-004	0.0000	9.1759	9.1759	1.8000e-004	1.7000e-004	9.2304
Hotel	1.57745e+07	0.0851	0.7733	0.6495	4.6400e-003		0.0588	0.0588		0.0588	0.0588	0.0000	841.7889	841.7889	0.0161	0.0154	846.7912
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	1.94687e+06	0.0105	0.0954	0.0802	5.7000e-004		7.2500e-003	7.2500e-003		7.2500e-003	7.2500e-003	0.0000	103.8924	103.8924	1.9900e-003	1.9000e-003	104.5098
Single Family Housing	2.02892e+07	0.1094	0.9349	0.3978	5.9700e-003		0.0756	0.0756		0.0756	0.0756	0.0000	1,082.7084	1,082.7084	0.0208	0.0199	1,089.1424
Total		0.4761	4.1375	2.2385	0.0260		0.3289	0.3289		0.3289	0.3289	0.0000	4,711.5362	4,711.5362	0.0903	0.0864	4,739.5345

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	8.51208e+06	1,509.5788	0.1274	0.0154	1,517.3664
City Park	0	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	5.32522e+06	944.4035	0.0797	9.6600e-003	949.2755
Elementary School	827342	146.7255	0.0124	1.5000e-003	147.4824
General Light Industry	66160	11.7332	9.9000e-004	1.2000e-004	11.7937

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

General Office Building	5.67929e+006	1,007.1968	0.0850	0.0103	1,012.3927
Government Office Building	256310	45.4554	3.8400e-003	4.7000e-004	45.6899
Hotel	4.0656e+006	721.0161	0.0609	7.3800e-003	724.7357
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	1.08888e+007	1,931.0765	0.1630	0.0198	1,941.0386
Single Family Housing	6.63756e+006	1,177.1414	0.0994	0.0120	1,183.2141
Total		7,494.3271	0.6325	0.0767	7,532.9890

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	8.51208e+006	1,509.5788	0.1274	0.0154	1,517.3664
City Park	0	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	5.32522e+006	944.4035	0.0797	9.6600e-003	949.2755
Elementary School	827342	146.7255	0.0124	1.5000e-003	147.4824
General Light Industry	66160	11.7332	9.9000e-004	1.2000e-004	11.7937
General Office Building	5.67929e+006	1,007.1968	0.0850	0.0103	1,012.3927
Government Office Building	256310	45.4554	3.8400e-003	4.7000e-004	45.6899

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Hotel	4.0656e+006	721.0161	0.0609	7.3800e-003	724.7357
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	1.08888e+007	1,931.0765	0.1630	0.0198	1,941.0386
Single Family Housing	6.63756e+006	1,177.1414	0.0994	0.0120	1,183.2141
Total		7,494.3271	0.6325	0.0767	7,532.9890

6.0 Area Detail**6.1 Mitigation Measures Area**

Use Low VOC Paint - Residential Interior

Use Low VOC Paint - Residential Exterior

Use Low VOC Paint - Non-Residential Interior

Use Low VOC Paint - Non-Residential Exterior

Use Low VOC Cleaning Supplies

	ROG	NOx	CO	SO2	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	28.1468	0.3476	30.1594	1.6000e-003		0.1676	0.1676		0.1676	0.1676	0.0000	49.4060	49.4060	0.0472	0.0000	50.5855
Unmitigated	30.1262	0.3476	30.1594	1.6000e-003		0.1676	0.1676		0.1676	0.1676	0.0000	49.4060	49.4060	0.0472	0.0000	50.5855

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	2.0930					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	27.1291					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.9042	0.3476	30.1594	1.6000e-003		0.1676	0.1676		0.1676	0.1676	0.0000	49.4060	49.4060	0.0472	0.0000	50.5855
Total	30.1262	0.3476	30.1594	1.6000e-003		0.1676	0.1676		0.1676	0.1676	0.0000	49.4060	49.4060	0.0472	0.0000	50.5855

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	2.0930					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	25.1496					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.9042	0.3476	30.1594	1.6000e-003		0.1676	0.1676		0.1676	0.1676	0.0000	49.4060	49.4060	0.0472	0.0000	50.5855

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	28.1468	0.3476	30.1594	1.6000e-003		0.1676	0.1676		0.1676	0.1676	0.0000	49.4060	49.4060	0.0472	0.0000	50.5855
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7.0 Water Detail

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	1,501.2630	11.3310	0.2790	1,867.6837
Unmitigated	1,766.0342	14.1544	0.3476	2,223.4899

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
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RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Land Use	Mgal	MT/yr			
Apartments Low Rise	137.931 / 86.9565	533.6031	4.5358	0.1111	680.1174
City Park	0 / 51.8294	102.1200	8.6200e-003	1.0400e-003	102.6468
Condo/Townhouse	71.7997 / 45.2651	277.7660	2.3611	0.0579	354.0337
Elementary School	4.08 / 10.4914	31.3873	0.1355	3.4500e-003	35.8017
General Light Industry	1.85 / 0	4.8590	0.0606	1.4700e-003	6.8122
General Office Building	74.8259 / 45.861	286.8884	2.4604	0.0603	366.3573
Government Office Building	3.77453 / 2.31342	14.4719	0.1241	3.0400e-003	18.4806
Hotel	8.11737 / 0.90193	23.0971	0.2662	6.4600e-003	31.6768
Other Non-Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	72.4674 / 44.4155	277.8456	2.3829	0.0584	354.8096
Single Family Housing	55.3158 / 34.873	213.9958	1.8191	0.0446	272.7537
Total		1,766.0342	14.1544	0.3476	2,223.4899

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	110.345 / 81.6522	450.6975	3.6307	0.0892	568.0318

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

City Park	0 / 48.6678	95.8907	8.0900e-003	9.8000e-004	96.3854
Condo/Townhouse	57.4398 / 42.5039	234.6097	1.8899	0.0464	295.6878
Elementary School	3.264 / 9.85144	27.9832	0.1086	2.7900e-003	31.5295
General Light Industry	1.48 / 0	3.8872	0.0485	1.1700e-003	5.4498
General Office Building	59.8607 / 43.0635	242.0709	1.9694	0.0483	305.7107
Government Office Building	3.01963 / 2.17231	12.2111	0.0993	2.4400e-003	15.4213
Hotel	6.49389 / 0.846912	18.7247	0.2130	5.1700e-003	25.5897
Other Non-Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	57.9739 / 41.7061	234.4407	1.9073	0.0468	296.0746
Single Family Housing	44.2526 / 32.7457	180.7474	1.4560	0.0358	227.8030
Total		1,501.2629	11.3309	0.2790	1,867.6837

8.0 Waste Detail**8.1 Mitigation Measures Waste****Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	909.0707	53.7245	0.0000	2,252.1841

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Unmitigated	909.0707	53.7245	0.0000	2,252.1841
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8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	M1/yr			
Apartments Low Rise	973.82	197.6767	11.6824	0.0000	489.7356
City Park	3.74	0.7592	0.0449	0.0000	1.8809
Condo/Townhouse	506.92	102.9002	6.0812	0.0000	254.9308
Elementary School	307.15	62.3487	3.6847	0.0000	154.4662
General Light Industry	9.92	2.0137	0.1190	0.0000	4.9888
General Office Building	391.53	79.4771	4.6970	0.0000	196.9010
Government Office Building	17.67	3.5869	0.2120	0.0000	8.8863
Hotel	175.2	35.5640	2.1018	0.0000	88.1084
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	1027.25	208.5225	12.3233	0.0000	516.6056
Single Family Housing	1065.18	216.2219	12.7784	0.0000	535.6806
Total		909.0707	53.7245	0.0000	2,252.1841

RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	M1/yr			
Apartments Low Rise	973.82	197.6767	11.6824	0.0000	489.7356
City Park	3.74	0.7592	0.0449	0.0000	1.8809
Condo/Townhouse	506.92	102.9002	6.0812	0.0000	254.9308
Elementary School	307.15	62.3487	3.6847	0.0000	154.4662
General Light Industry	9.92	2.0137	0.1190	0.0000	4.9888
General Office Building	391.53	79.4771	4.6970	0.0000	196.9010
Government Office Building	17.67	3.5869	0.2120	0.0000	8.8863
Hotel	175.2	35.5640	2.1018	0.0000	88.1084
Other Non-Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Regional Shopping Center	1027.25	208.5225	12.3233	0.0000	516.6056
Single Family Housing	1065.18	216.2219	12.7784	0.0000	535.6806
Total		909.0707	53.7245	0.0000	2,252.1841

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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RiverPark Specific Plan Amendment - Ventura County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**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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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



APPENDIX C

Energy

Summary of Annual Energy Use During Operation		
Source	Units	Buildout
Electricity		
Proposed Buildings	kWh/yr	43,711,132
Water Conveyence	kWh/yr	7,192,907
<i>Total Electricity</i>	<i>kWh/yr</i>	<i>50,904,039</i>
Natural Gas		
Proposed Buildings	kBTU/yr	73,492,310
<i>Total</i>	<i>kBTU/yr</i>	<i>73,492,310</i>

Water by Land Use				
Land Use	Units	Indoor/Outdoor Use	Indoor Use	Outdoor Use
Buildout	Mgal	313.59592/279.88966	313.59592	279.88966

Water and Wastewater Electricity Intensity (kWh/gallon)

Supply Water	0.009727
Treat Water	0.000111
Distribute Water	0.001272
Wastewater Treatment	0.001911

Source: CalEEMod User's Guide, Appendix D, Table 9.2 Ventura County

Indoor Water Factor	0.013021 kWh/gallon (supply, treat, distribute, wastewater treatment)
Outdoor Water Factor	0.01111 kWh/gallon (supply, treat, and distribute)

Notes:

Electricity and Natural Gas for the Proposed Project is total operational usage. Electricity, natural gas, and mobile usage was calculated from CalEEMod. Indoor water factor used for entire Project Site for conservative analysis.

Summary of Annual Energy Use During Operation		
Source	Units	Buildout
Electricity		
Proposed Buildings	kWh/yr	42,258,362
Water Conveyence	kWh/yr	7,849,572
<i>Total Electricity</i>	<i>kWh/yr</i>	<i>50,107,934</i>
Natural Gas		
Proposed Buildings	kBTU/yr	88,290,820
<i>Total</i>	<i>kBTU/yr</i>	<i>88,290,820</i>

Water by Land Use				
Land Use	Units	Indoor/Outdoor Use	Indoor Use	Outdoor Use
Buildout	Mgal	344.1295/303.2099	344.1295	303.2099

Water and Wastewater Electricity Intensity (kWh/gallon)

Supply Water	0.009727
Treat Water	0.000111
Distribute Water	0.001272
Wastewater Treatment	0.001911

Source: CalEEMod User's Guide, Appendix D, Table 9.2 Ventura County

Indoor Water Factor	0.013021 kWh/gallon (supply, treat, distribute, wastewater treatment)
Outdoor Water Factor	0.01111 kWh/gallon (supply, treat, and distribute)

Notes:

Electricity and Natural Gas for the Proposed Project is total operational usage. Electricity, natural gas, and mobile usage was calculated from CalEEMod. Indoor water factor used for entire Project Site for conservative analysis.

FEIR No. 00-03 and Subsequent Addendums
can be found at the following link:

<https://www.oxnard.org/environmental-document-archives/>

Riverpark Environmental Documents

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 20-630-01 (SPECIFIC PLAN AMENDMENT NO. 7 TO THE RIVERPARK SPECIFIC PLAN) TO AMEND THE LAND USE PLAN AND TEXT WITHIN THE RIVERPARK SPECIFIC PLAN TO ALLOW RESIDENTIAL DEVELOPMENT IN DISTRICTS B, C AND D IN EXCHANGE FOR A REDUCTION OF COMMERCIAL SQUARE FOOTAGE AND CERTIFYING ADDENDUM NO. 15 TO FINAL ENVIRONMENTAL IMPACT REPORT NO. 00-03 FOR THE RIVERPARK SPECIFIC PLAN, GENERALLY LOCATED NORTH OF THE VENTURA FREEWAY (HIGHWAY 101), WEST OF EAST VINEYARD AVENUE, EAST OF THE SANTA CLARA RIVER, AND SOUTH OF CENTRAL AVENUE. FILED BY ANN WALSH OF SHEA PROPERTIES, 2751 PARK VIEW COURT, SUITE 261, OXNARD, CA 93036.

WHEREAS, on September 10, 2002 the City Council approved the entitlements for The RiverPark Specific Plan to guide future development on the 702-acre project site; and

WHEREAS, the City Council approved the first amendment request (PZ 02-630-05) on October 22, 2002, which amended the Specific Plan to include regulations for temporary uses; and

WHEREAS, the City Council approved the second amendment request (PZ 03-630-03) on July 27, 2004, allowing a minor change in the land use designation on a small parcel from Open Space to Commercial; and

WHEREAS, the City Council approved the third amendment request (PZ 09-630-09) on April 14, 2009, allowing a freeway-oriented pylon sign subject to approval of a Design Development Review permit (DDR) by the Development Services Director; and

WHEREAS, the City Council approved the fourth amendment (PZ 10-630-02) on June 14, 2011, allowing three freeway oriented monument signs subject to approval of a DDR, and an electronic digital display panel for the pylon sign, subject to subsequent approval of a Special Use Permit; and

WHEREAS, the City Council approved the fifth amendment (PZ 09-630-03) on June 5, 2012, which increased the maximum number of dwelling units from 2,805 to 3,043 units, and reduced the maximum amount of commercial development from 2,485,000 to 2,098,000 square feet; and

WHEREAS, the City Council approved the sixth amendment (PZ 18-630-01) on February 19, 2019, to amend the text of the RiverPark Specific Plan to allow two (2) monument signs in Planning Districts B and C in the specific plan area, subject to subsequent approval of a Development Design Review Permit; and

WHEREAS, the Planning Commission of the City of Oxnard has considered the proposed map and text amendment to Pages i, 1.1, 1.6, 2.1, 2.9, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18,

2.20, 2.21, 2.22, 2.23, 2.26, 2.27, 2.28, 2.29, 2.30, 2.31, 3.1, 3.4, 4.2, 4.5, 4.32, 6.5, 6.6, 7.5, 7.6, 7.18, 7.19, 8.3, and 8.4; and Exhibits 2.B, 2.C, 2.D, 2.I, 2.J, 3.A, 3.B, and 3.C of The RiverPark Specific Plan to introduce a new high density land use designation within Planning Districts B, C, and D (Residential: Very High (30-80 units/acre)); create a new development type (Apartments - Urban); revise planning area boundaries; update the Land Use Table; and update exhibits for consistency with proposed changes. The new land use designation will be applied in combination with the existing Commercial: Regional land use. This will allow for the option to develop up to 1,025 additional residential units under the RiverPark Specific Plan, in exchange for a reduction of up to approximately 562,457 square feet of non-residential development potential in accordance with specified development scenarios, as identified in the RiverPark Specific Plan within the project area (herein referred to as the **“Project”**); and

WHEREAS, in July 2002 the City Council certified Final Environmental Impact Report (FEIR) No. 2000-03 (State Clearinghouse No. 2000051046) and adopted a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The RiverPark Specific Plan and the anticipated build out of the 702-acre specific plan site. The FEIR No. 00-03 found four areas of significant impacts (Earth Resources-Mineral Resources, Water Quality, Agricultural Resources, and Cultural Resources-Historical Resources); and

WHEREAS, an EIR Addendum was prepared to summarize the site specific technical clarifications with respect to the following impact analysis areas associated with the proposed SPA and Development Agreement Amendment (DAA) Land Use, Aesthetic, Earth Resources, Biological Resources, Water Resources, Transportation and Circulation, Agricultural Resources, Air Quality, Noise, Public Schools, Fire Protection, Police Protection, Parks and Recreation, Solid Waste Management, Library Services, Stormwater Drainage, Water Supply and Distribution, Wastewater Service, Entergy, Cultural Resources, Hazards, Wildfire, and Tribal Cultural Resources. The EIR Addendum concluded that no additional significant impacts were identified in Addendum No. 15 prepared for this Project, nor would the Project substantially increase the severity of previously anticipated significant impacts. No additional mitigation measures are required; and

WHEREAS, on December 16, 2021, the Planning Commission of the City of Oxnard (**“Planning Commission”**) conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for Specific Plan Amendment No. 7 (PZ 20-630-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, on December 16, 2021, the Planning Commission reviewed all of the information provided in the staff report and considered the testimony given at the public hearing, including all written communications to the Planning Commission, as well as other pertinent information and deliberated the merits of the Project. The Planning Commission voted to amend staff's recommended action to remove the Residential: Very High land use from District D of the RiverPark Specific Plan and not allow additional housing in District D, subject to the preparation of

a written amended resolution to be considered at the Planning Commission meeting on January 13, 2022; and

WHEREAS, the Planning Commission found, after due study, deliberation and a duly noticed public hearing on January 13, 2022, and received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, and that the project, as amended, meets the criteria set out in Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the Planning Commission adopted Resolution 2022-03 recommending that the City Council approve Planning & Zoning Permit No. 20-630-01 (Specific Plan Amendment) as revised; and

WHEREAS, on March 15, 2022, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider the request to approve Planning and Zoning Permit No. 20-630-01 (Specific Plan Amendment), both as originally proposed by the Applicant (to include the Residential: Very High land use in Districts B, C and D of the RiverPark Specific Plan and allow additional housing in Districts B, C and D), and as recommended by the Planning Commission, in accordance with the OCC; and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, pursuant to CEQA Guidelines §15164, the City Council considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project; and

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, the City Council has determined that minor changes are proposed to the project for which an FEIR were previously certified; and that an Addendum is the appropriate environmental document to evaluate the minor changes in the Project, and has prepared an Addendum thereto because the proposed changes to the original Specific Plan and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts. The City Council has determined that there is no substantial evidence that the Project would result in new or substantially more severe impacts than those identified in FEIR No. 00-03. Rather, all of the impacts associated with the Project are within the envelope of impacts addressed in the Certified FEIR and do not constitute a new or substantially increased significant impact. Accordingly, none of the conditions that trigger the need to prepare a subsequent Environmental Impact Report pursuant to CEQA Guidelines § 15162 would occur; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As outlined in Section 6(b) and Attachment F of the Planning Commission Staff report dated December 16, 2021, the proposed Specific Plan Text and Map Amendment is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;

2. As outlined in Section 6(c) of the Planning Commission Staff report dated December 16, 2021, the proposed Specific Plan Text and Map Amendment is a logical refinement and internally consistent with the adopted RiverPark Specific Plan; and
3. As determined in the Addendum to FEIR No. 00-03, the proposed Specific Plan Text and Map Amendments will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare;
4. As outlined in Section 6(c - g) of the Planning Commission Staff report dated December 16, 2021, the proposed RiverPark Specific Plan Amendment conforms to adopted City standards and constitutes good City planning; and

WHEREAS, the Applicant agrees that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this Ordinance that were part of the approval process.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby ordain as follows:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Riverpark Specific Plan Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Riverpark Specific Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Riverpark Specific Plan Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the proposed RiverPark Specific Plan Amendment is the best use for the subject project site.

SECTION 6. The City Council determines that the RiverPark Specific Plan Amendment is in the best interests and welfare of the City and its residents.

SECTION 7. In approving this ordinance for the RiverPark Specific Plan Amendment, the City Council finds and determines the project is in compliance with the California Environmental Quality Act because Addendum No. 15 to FEIR No. 00-03, and Subsequent Addendums was

considered by the Planning Commission at the public hearing for the RiverPark Specific Plan Amendment and Development Agreement Amendment. The Addendum to the FEIR No. 00-03 was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the FEIR are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent environmental impact report pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the FEIR No. 00-03 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance; and

SECTION 9. Planning and Zoning Permit No. 20-630-01 (Specific Plan Amendment No. 7 to RiverPark Specific Plan) is approved as originally proposed by the Applicant to amend Sections Pages i, 1.1, 1.6, 2.1, 2.9, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, 2.20, 2.21, 2.22, 2.23, 2.26, 2.27, 2.28, 2.29, 2.30, 2.31, 3.1, 3.4, 4.2, 4.5, 4.32, 6.5, 6.6, 7.5, 7.6, 7.18, 7.19, 8.3, and 8.4; and Exhibits 2.B, 2.C, 2.D, 2.I, 2.J, 3.A, 3.B, and 3.C of The RiverPark Specific Plan to introduce a new high density land use designation within Planning Districts B, C, and D (Residential: Very High (30-80 units/acre)); create a new development type (Apartments - Urban); revise planning area boundaries; update the Land Use Table; and update exhibits for consistency with proposed changes. The new land use designation will be applied in combination with the existing Commercial: Regional land use. This will allow for the option to develop up to 1,025 additional residential units under the RiverPark Specific Plan, in exchange for a reduction of up to approximately 562,457 square feet of non-residential development potential in accordance with specified development scenarios, as identified in the RiverPark Specific Plan, subject to mitigations listed in FEIR No. 00-03 for The RiverPark Specific Plan (all amendments as identified within Exhibit A).

SECTION 10. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 11. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. ____ was first read on _____, 20__, and finally adopted on _____, 20__ to become effective thirty days thereafter.

PASSED AND ADOPTED this ____ day of _____, by the following vote:

Ordinance No. _____
RiverPark Specific Plan Amendment No. 7 (PZ 20-630-01)
City Council Hearing Date: March 15, 2022
Page 6 of 7

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

ATTEST:

Rose Chaparro, City Clerk

John C. Zaragoza, Mayor

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Ordinance No. _____
RiverPark Specific Plan Amendment No. 7 (PZ 20-630-01)
City Council Hearing Date: March 15, 2022
Page 7 of 7

EXHIBIT A
SPECIFIC PLAN AMENDMENT PAGES

final submittal
12/3/2021

AMENDMENT to the RIVERPARK SPECIFIC PLAN

CITY OF OXNARD, CALIFORNIA
SHEA PROPERTIES



<i>Jurisdiction</i>	City of Oxnard
<i>Developer</i>	RiverPark Development, LLC
<i>Project Management</i>	Keller CMS, Inc.
<i>Prime Consultant, Planning and Urban Design</i>	AC Martin Partners, Inc.
<i>Commercial Planning</i>	RTKL
<i>Residential Design Standards</i>	William Hezmalhalch Architects, Inc.
<i>Landscape Architecture</i>	EDSA
<i>Civil Engineering</i>	Huitt-Zollars, Inc.
<i>Wetlands Planning</i>	Integrated Water Resources, Inc.
<i>Traffic Planning and Engineering</i>	Crain and Associates
<i>Reclamation</i>	Fugro West, Inc.
<i>Natural Factors</i>	BioResource Consultants
<i>Legal</i>	Colantuono, Levin and Rozell, APC

RiverPark Specific Plan **2021 Amendment**

*incorporating Specific Plan Amendments and
errata items and Minor Modification through December 3, 2021*

Update prepared by
the City of Oxnard
Di Cecco Architecture, Inc.
Meridian Consultants
Gibson Traffic Engineers

RIVERPARK SPECIFIC PLAN

April 12, 2005



prepared for RiverPark Development, LLC by AC Martin Partners with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

1.1	PROJECT SUMMARY
1.2	PURPOSE OF THE SPECIFIC PLAN
1.3	LEGAL ASPECTS
1.4	COMMUNITY SETTING
1.5	PROPOSED LAND USE, OPEN SPACE AND UTILITIES
1.6	ORGANIZATION OF THE SPECIFIC PLAN

1.1 PROJECT SUMMARY

RiverPark is a 702-acre new community located at the northeast portion of the intersection of the Ventura Freeway and the Santa Clara River in southern Ventura County, California (Exhibits 1.A and 1.B).

RiverPark development objectives are derived from the physical, demographic and market environment of the Specific Plan Area, identified development needs and potentials, and the provisions of the City of Oxnard's 2020 General Plan. Based on completed market studies, build-out is anticipated in ten to fifteen years.

RiverPark has been carefully planned as a master-planned, mixed-use community with a strong sense of place. It is intended to foster social cohesion, minimize energy use, and encourage pedestrian activity. All aspects of RiverPark are designed to achieve these ends.

- Each of RiverPark's thirteen Planning Districts will have its own character and identity, yet each will contribute to creating RiverPark as a cohesive community.
- The project includes the facilities needed by a complete community: residential neighborhoods, regional and neighborhood retail centers, a hotel, elementary and secondary schools, and a complete system of parks and play fields.
- These facilities are linked by a project-wide open space, pedestrian and vehicle circulation and utility network.
- The site plan and circulation network are designed and coordinated to invite and maximize pedestrian use. This is achieved by providing mixed land uses within walkable distances and linking them with attractive pedestrian corridors and public transit.

- The core of the community, its residential neighborhoods, can incorporate up to 4,068 single-family and multi-family units in a wide variety of detached and attached product types. The variety, character and quality of these neighborhoods will reflect the character and history of Oxnard and fulfill the intentions of the City of Oxnard 2020 General Plan. Affordable housing will be provided per 7.10.3 of this Specific Plan.
- Up to 2,098,000 square feet of retail, hotel/convention and office uses, supported by convenient parking as well as the local and regional commercial markets, will serve RiverPark's neighborhoods.
- Community and publicly-oriented facilities will include three schools, a number of passive and active parks of varying sizes, and sites which can be used by public entities such as religious institutions and recreational centers.
- The landscape will be a rich and attractive open space environment. All of RiverPark's open space areas, including its circulation corridors, are planned as embracing, inviting environments supporting pedestrian use, social interaction, recreation and play.
- The landscape plays a critical environmental role by preserving attractive viewsheds, creating vistas, providing comfortable microclimates, establishing visual identity, buffering noise and unattractive views, and creating privacy. The landscape will also preserve areas of unique visual, historic and natural value on the site.
- A new storm water control system accommodates flows from within and outside the property. The existing sand and gravel pits and related surface facilities will be reclaimed and remediated to ensure protection of surface water and ground water quality.

RIVERPARK SPECIFIC PLAN

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access from the freeway as well as from downtown Oxnard to RiverPark.

Caltrans is also planning a new Ventura Freeway/ Santa Clara River bridge crossing, and the widening of the freeway immediately east and west of the new bridge. A supplemental EIR/EIS, prepared for this project, has been certified.

1.5 PROPOSED LAND USE, OPEN SPACE AND UTILITIES

The RiverPark Specific Plan allows development of a new mixed-use community containing commercial, residential, recreational, educational and open space uses within the proposed Specific Plan Area. The land uses for the project are presented in Exhibits 2.B, 2.C and 2.D.

The Land Use Plan reflects a unique mix of regional and community-oriented commercial uses with some residential neighborhoods in the southern part of the Specific Plan Area, and a new residential community in the north. An open space network will link the various land use areas and facilitate pedestrian and bicycle circulation throughout the community.

The Plan allows for flexibility in density and proposed land uses. A number of commercial and residential building types allow a range of densities and products in many portions of the Specific Plan Area. Limited commercial and live/work uses are allowed on the first floor of multi-family residential development in some of the residential and commercial Planning Districts. An area in Planning District “A” with a “mixed-use” land use designation allows two alternate development mixes. In addition, the Specific Plan provides for flexibility in the planned uses by allowing alternative Specially Permitted uses subject to the granting of a Special Use Permit by the City.

1.5.1 RiverPark “A”

RiverPark “A” will contain a mix of retail, office, hotel and residential uses. The Plan reduces the approximately 4.4 million square feet of retail uses allowed by the Oxnard Town Center Specific Plan to 2.098 million square feet, a reduction of approximately 2.275 million square feet. Planning District

D (Exhibit 2.B) would include regionally and neighborhood-oriented retail as well as an entertainment-retail area emphasizing local and regional culture and interests. This District would also incorporate **670-994 Residential: High and Residential: Very High** units, and the ability to include vertical mixed-use units in buildings with commercial ground floor level uses and residential units above and a hotel. The adjacent Planning District A allows office and residential uses.

The Specific Plan also allows development of alternate uses in two planning districts:

- Residential: Medium uses instead of the Schools/Community Park use allowed by-right in Planning District G, the Village Square Neighborhood District; and
- Residential: Medium uses instead of the Schools/Community Park use allowed by-right in Planning District J, the RiverPark Mews Neighborhood District.

The right to build non-school uses in the Planning Districts where Schools/Community Parks are the permitted land use is allowed only with the fulfillment of two conditions:

- a) The Rio School District must prepare a written document indicating that it does not want to purchase or utilize the land; and
- b) The Planning Commission grants a Special Use Permit for the non-school use.

1.5.2 RiverPark “B”

RiverPark “B” contains residential, open space and public facilities uses. The existing El Rio Detention Basin No. 2 will be filled and reclaimed. Residential neighborhoods will be developed in Planning Districts H, I, J and K. Commercial and live/work uses are allowed on the first floor of multi-unit residential buildings in limited areas of Planning Districts I, J and K.

Planning District J is planned to include a new elementary and middle school occupying a joint site with associated open space/parks. The school’s play fields could be shared with the community when not required for school activity, subject to agreement

RIVERPARK SPECIFIC PLAN

April 12, 2005



prepared for RiverPark Development, LLC by AC Martin Partners with

RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

2.1	INTRODUCTION
2.2	LAND USE CONCEPT
2.3	PROJECT BOUNDARIES AND PLANNING DISTRICTS
2.4	LAND USES
2.5	DEVELOPMENT CONTROLS

2.1 INTRODUCTION

The Land Use Master Plan is the basic coordinating master plan of this document and establishes some of the key development requirements.

This Section defines RiverPark's land use concept and Specific Plan Area boundaries. It then defines the boundaries of the thirteen Planning Districts which together comprise the Specific Plan Area. For each of these Planning Districts, Section 2 then defines allowable development in terms of parameters including: Permitted and Specially Permitted land uses, location of land uses, maximum allowable commercial square footage, the maximum number of dwelling units for the Project as a whole, and the allowable range of dwelling units and allowable uses within each Planning District.

2.2 LAND USE CONCEPT

2.2.1 Summary

The RiverPark Project provides a complete and balanced mix of residential, commercial, entertainment and open space uses serving a broad range of local and regional users. Exhibit 2.A, the Illustrative Site Plan, shows a plan view of RiverPark in accordance with the standards of the Specific Plan.

2.2.2 Land Use Concept

2.2.2.1 The Residential Community

Number of Units: Up to **4,068** residential units will be permitted by the Specific Plan. These units will serve the City of Oxnard and the region as a significant new housing resource for people with a broad range of incomes and lifestyles.

Permitted Residential Land Uses: Three categories of permitted residential land uses are defined in the Land Use Plan, Permitted Uses, Exhibit 2.B:

- ❑ Residential: Low-Medium (densities between 8 and 12 dwelling units per gross acre).

- ❑ Residential: Medium (densities between 12 and 18 dwelling units per gross acre).
- ❑ Residential: High (densities between 18 and 30 dwelling units per gross acre).
- ❑ **Residential: Very High (densities between 30 and 80 dwelling units per gross acre).**

The term "gross acre" is defined in Section 8.

Location of Residential Densities: Single-family detached homes in the northern portion of RiverPark (RiverPark "B") transition to multi-unit housing with the greatest density adjacent to the Regional Commercial uses in the southern portion of the Project, RiverPark "A."

Residential Product Types: Within each residential land use category, **seven** product types ranging from single-family detached to multi-family will be allowed, in order to provide a full range of housing opportunities within RiverPark.

Residential Live/Work Units: Optional live/work units are allowed in certain residential product types, permitting small ground floor retail uses or optional live/work units. See Section 4, the Residential Master Plan, for specific requirements. Also refer to the vertical mixed-use Product Type 5-R described in Section 4, which permits residential uses above the ground levels of certain commercial structures.

Residential Neighborhoods: The residential neighborhoods are designed to be walkable, interconnected, mixed-use and transit-supportive.

2.2.2.2 Commercial Uses

Permitted Commercial Land Uses: The Project will incorporate almost 2.2 million square feet of regional and neighborhood-oriented commercial facilities. The four Specific Plan commercial land uses are defined by the Land Use Plan, Permitted Uses, Exhibit 2.B:

- ❑ Commercial: Regional

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012
Modified in
SPA 2012



prepared for RiverPark Development, LLC by AC Martin Partners with

RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

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

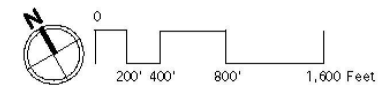
Legend

Planning Districts

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

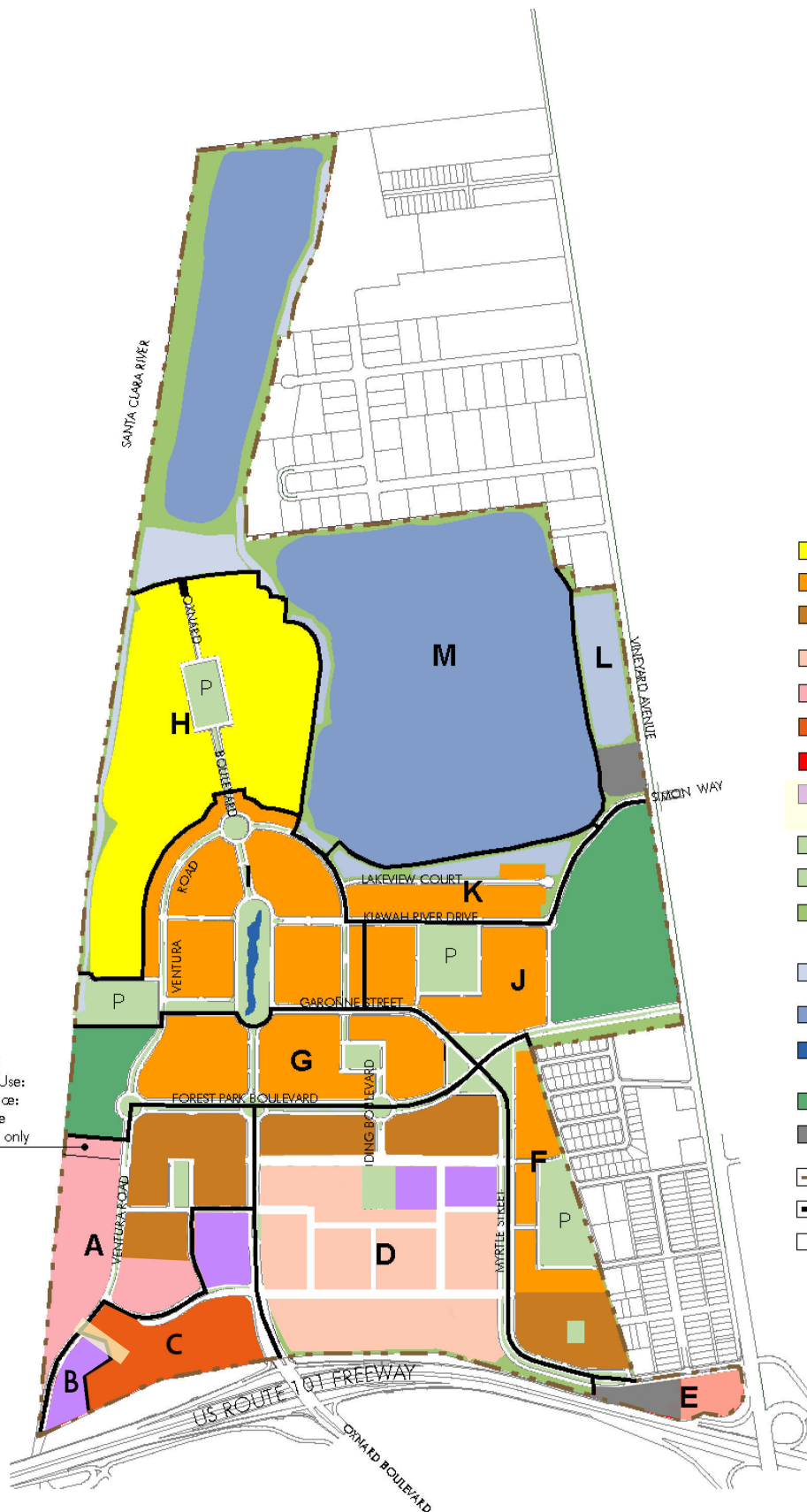
Land Use

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



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

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



LAND USE PLAN: PERMITTED USES

exhibit

2.B

August 27, 2002
update through 3/2012
Modified in
SPA 2015

prepared for RiverPark Development, LLC by AC Martin Partners with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

Legend

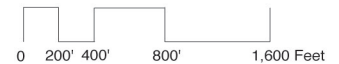
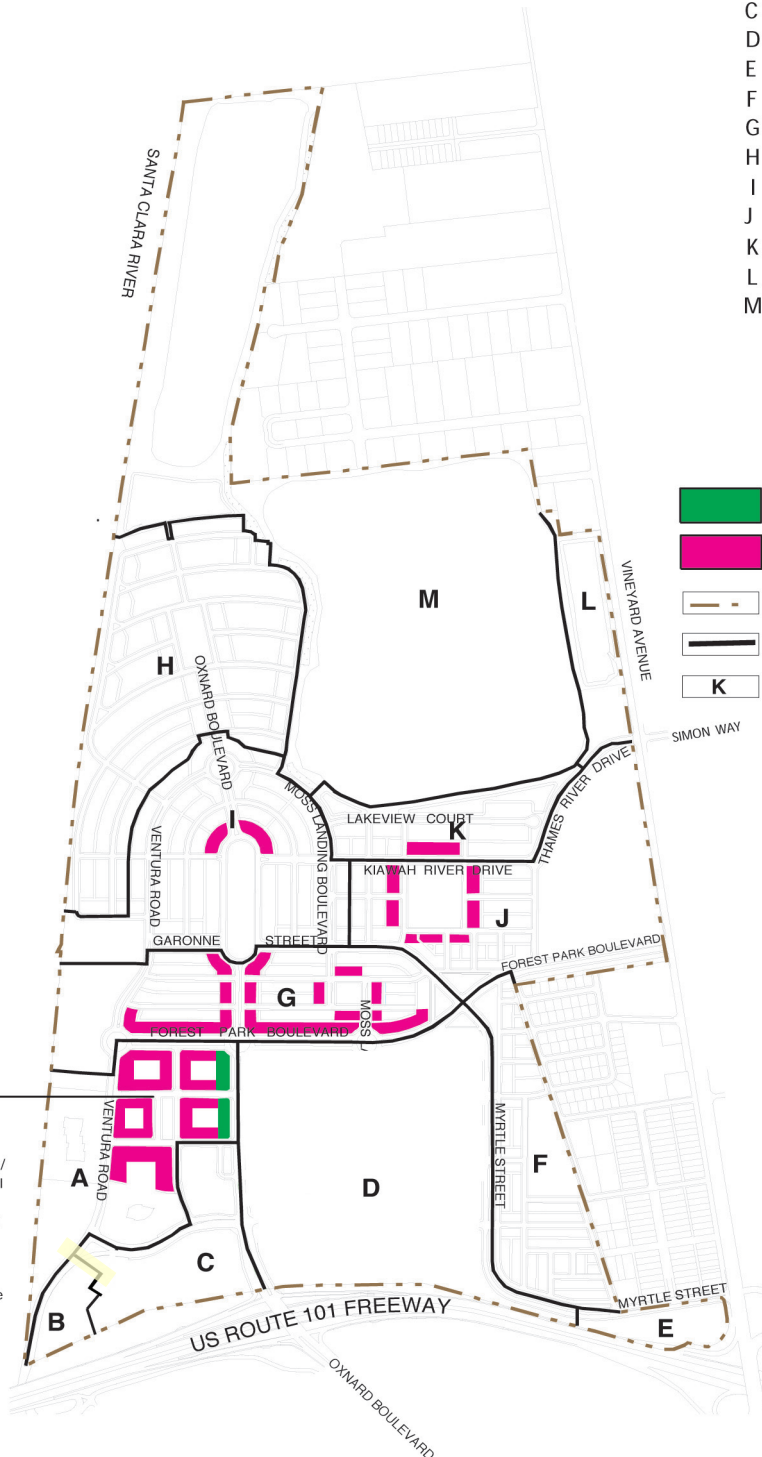
Planning Districts

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

Unit Designations

- Vertical Mixed Use only
- Live/Work or Vertical Mixed Use
- Specific Plan Area
- Planning District Boundary
- K Planning District Designation

Notes:
Development Option "A" illustrated. Live/Work or Vertical Mixed Use permitted in all residential locations of Development Option "B". See sub. section 2.5.2.1



LAND USE PLAN: PERMITTED VERTICAL MIXED USE AND LIVE/WORK USES

August 27, 2002 Land Use Plan Date: February 14, 2002

prepared for **RiverPark Development, LLC** by **AC Martin Partners** with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS



2.C

RIVERPARK LAND USE PLAN:
SPECIALLY PERMITTED USES
Land Use Plan Date: July 26, 2011

Legend

Planning Districts

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

Land Use

 Residential: Medium (12-18 DU/gross acre)

 Specific Plan Area

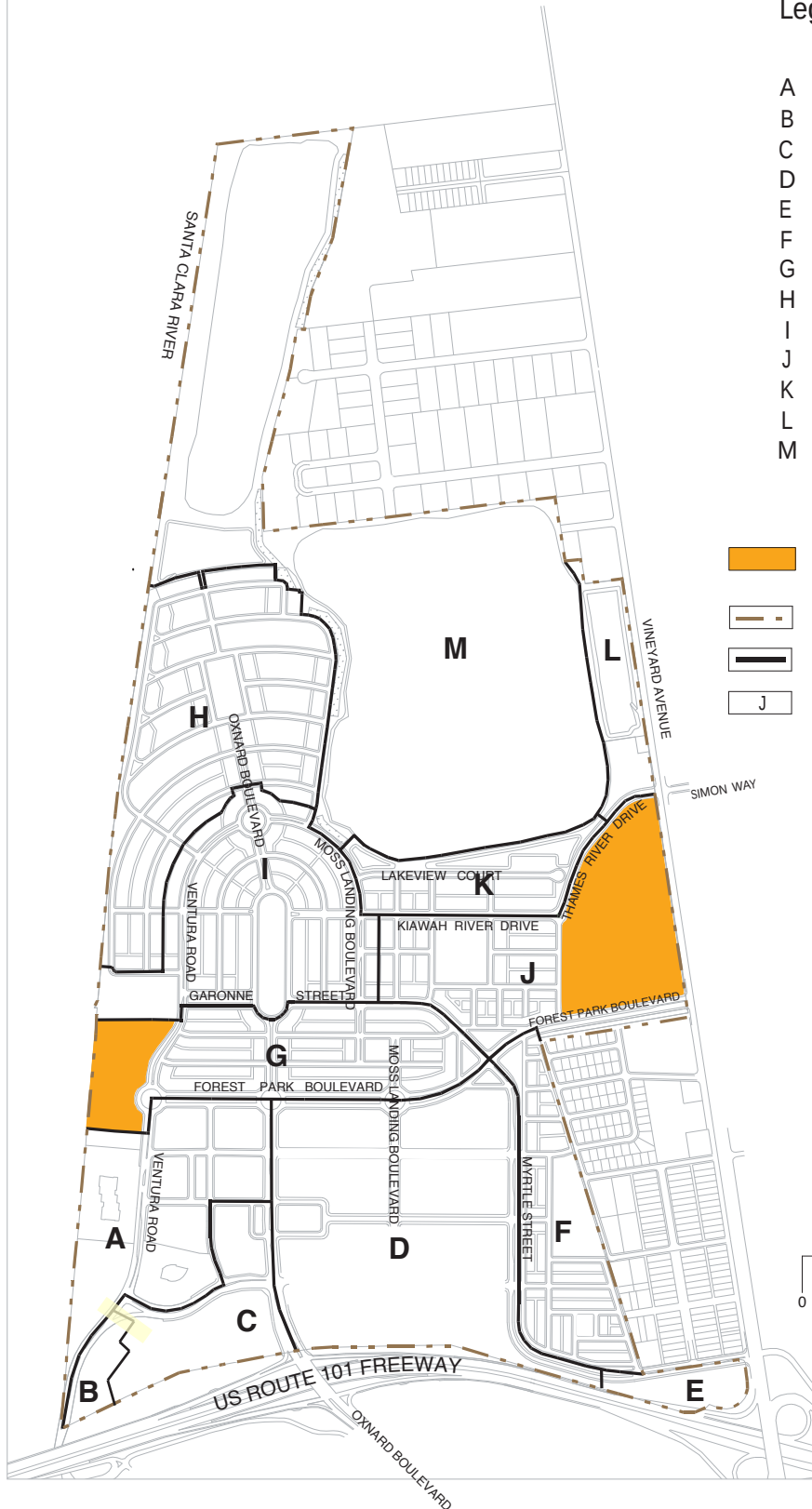
 Planning District Boundary

 Planning District Designation

Notes:

Planning District G & J : Residential: Medium use for an area designated on the Land Use Plan: Permitted Uses for Schools/Community Park in Planning Districts G & J can only be applied for after the Rio School District submits a letter indicating that it does not want to purchase or utilize the land.

Civic Assembly uses are considered Specially Permitted Uses which may be located within any of the Planning Districts except Planning District M.



Land Use Plan Date:
February 14, 2002
update through 3/2012

SPAI 2010

LAND USE PLAN: SPECIALLY PERMITTED USES

prepared for RiverPark Development, LLC by AC Martin Partners with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

RIVERPARK
exhibit

2.D

LEGEND

Planning Districts

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



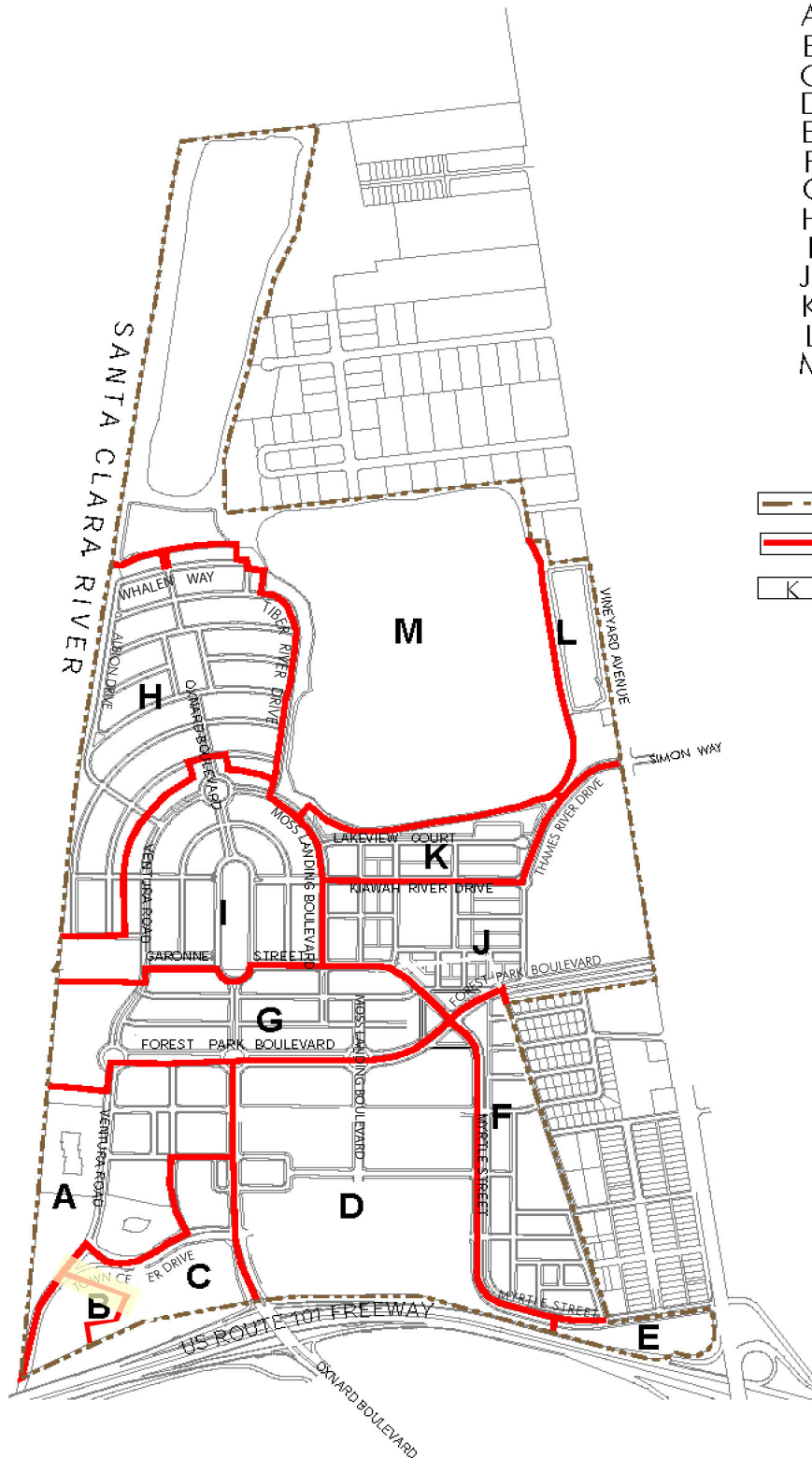
Specific Plan Area



Planning District Boundary



Planning District Designation



PLANNING DISTRICT DESIGNATION

August 27, 2002

update through 3/2012 prepared for RiverPark Development, LLC by AC Martin Partners with

RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

Revised per Errata to include development adjustments through 3/12/2012 and Minor Mod dated 3/13/12 / See notes at bottom of this page

Planning District	Land Use	Gross Acreage ¹	Max Commercial KSF Allowable for Each Planning District	Allowable Dwelling Unit Range For Each Planning District ⁷
A	Mixed Use/Office District			
	MIXED USE RESIDENTIAL: HIGH ³	21.1	0	317-440
	COMMERCIAL: OFFICE Parcels with existing offi Remaining parcels designated Commercial: Office	15.4 9.3	115 341	115 0
COMMERCIAL:OFFICE/opt. OPEN SPACE:PARK SPACE OPEN SPACE: MISCELLANEOUS; DRY SWALES / DETENTION BASINS Subtotals Planning District A ¹⁰				
		0.4	NA	NA
		47.5	456	317-440
B	West Peripheral Commercial District			
	option: COMMERCIAL: REGIONAL ¹¹ option: RESIDENTIAL: VERY HIGH ^{11,12}	5.5	104	300-333 300-333
	Subtotals Planning District B	5.5	104	300-333
C	West Corridor Commercial District			
	COMMERCIAL: REGIONAL ⁹	24	120	
	COMMERCIAL-HOTEL ⁹		158	
D	Town Square Commercial District			
	option: COMMERCIAL: REGIONAL ¹¹ option: RESIDENTIAL: VERY HIGH ^{11,12}	200		250-280
	OPEN SPACE: PARK SPACE Subtotals Planning District C	0.6 24.6	NA 478	NA 250-280
E	East Peripheral Commercial District			
	COMMERCIAL: REGIONAL PUBLIC FACILITIES	7.5 1.4	110 NA	
	Subtotals Planning District E	8.9	110	NA
F	Vineyards Neighborhood District			
	RESIDENTIAL: HIGH ³	12.3	NA	140-310
	RESIDENTIAL: MEDIUM ³ OPEN SPACE: PARK SPACE	15.5 2.1	0 ⁸ NA	150-172
G	Village Square Neighborhood District			
	OPEN SPACE: NEIGHBORHOOD PARK OPEN SPACE: LANDSCAPE BUFFER	7.4 0.6		
	Subtotals Planning District F	37.9	0	290-482
H	RiverPark Crescent Neighborhood District			
	RESIDENTIAL: MEDIUM ³ OPEN SPACE: PARK SPACE	37.6 2.8	0 ⁸ NA	325-425
	OPEN SPACE: MISCELLANEOUS; DRY SWALES/ DETENTION BASINS	1.2		
I	RiverPark Loop Neighborhood District			
	SCHOOLS / COMMUNITY PARK ^{2,4,5} Subtotals Planning District G	11.4 53.0	NA 0	325-425
J	RiverPark Mews Neighborhood District			
	RESIDENTIAL: LOW MEDIUM OPEN SPACE: NEIGHBORHOOD PARKS	80.6 3.3	NA	450-492
	Subtotals Planning District H	83.9	0	450-492
K	Lakeside Neighborhood District			
	RESIDENTIAL: MEDIUM ³ OPEN SPACE: PARK SPACE	21.0 1.4	0 ⁸ NA	220-310
	OPEN SPACE: NEIGHBORHOOD PARKS OPEN SPACE: LANDSCAPE BUFFER	6.1 2.5		
L	Public Facility District			
	SCHOOLS / COMMUNITY PARK ^{2,4,5} Subtotals Planning District J	30.4 61.4	NA 0	220-310
M	Water Storage / Recharge Basins and Storm Water Control District			
	RESIDENTIAL: MEDIUM ³ OPEN SPACE: MISCELLANEOUS; DRY SWALES/ DETENTION BASINS	10.5 8.0	0 ⁸ NA	70-98
	Subtotals Planning District K	18.5	0	70-98
N	Water Storage / Recharge Basins and Storm Water Control District			
	PUBLIC FACILITIES OPEN SPACE: MISCELLANEOUS; DRY SWALES/ DETENTION BASINS	2.5 11.1	NA NA	
	Subtotals Planning District L	13.6	0	NA
O	Water Storage / Recharge Basins and Storm Water Control District			
	OPEN SPACE: MISCELLANEOUS: WATER STORAGE / RECHARGE BASINS	168.6	NA	
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS	19.3	NA	
P	Water Storage / Recharge Basins and Storm Water Control District			
	OPEN SPACE: LANDSCAPE BUFFER Subtotals Planning District M	201.9 201.9	0	NA
	TOTALS FOR SPECIFIC PLAN AREA			

¹ Gross acreage is measured to centerline of bounding streets and / or to the Project Boundary

² Net school site area in Planning District J = 27.3 acres. Net school site area in Planning District G = 10.0 Acres

³ Vertical Mixed Uses and / or Live/Work units are permitted in portions of this District as defined in Specific Plan Sections 2, 3, 4 and Exhibit 2.C

⁴ Specially Permitted Uses are allowed in portions of this area as defined in Specific Plan Section2 (Land Use)

⁵ Specially Permitted Land Uses for sites designated for Schools/Community Park land use can only be applied for after the Rio School District submits a letter indicating that it does not want to purchase or utilize the land.

⁶ Allocation of residential units among Planning Districts is subject to ongoing monitoring by the Master Developer. Total dwelling units cannot exceed 4,068 units

⁷ Density range provides flexibility in allocating residential units within and between Planning Districts. Lower range is a suggested minimum. Upper end of range is regulated through monitoring by Master Developer per note 6 to assure that the total dwelling units within RiverPark does not exceed 4,068

⁸ Ground Level Commercial and/or Live/Work use

Refer to Specific Plan Sections 2, 3, and 4 for detailed descriptions of Permitted and Specially Permitted land uses and development standards. This Land Use Summary (Exhibit 2.J) and Exhibits 2.B and 2.C indicate Permitted (by right) uses only. See Section 2 and Exhibit 2.D for Specially Permitted Uses.

⁹ Hotel number of rooms is 320 total with corresponding 272k sf, decreased per SPA to 158k sf

¹⁰Subtotals reflect Development Option A, chosen per page 4.5 of the Specific Plan

¹¹ Commercial or residential development is allowed as options, but not both. Residential development is also regulated by 7:10.4

¹² Suggested maximums per District. Can be exceeded by up to 15% (per 7.5.3) in Districts B,C,D as long as total units do not exceed 1025 in those Districts

2.5.2.1 PLANNING DISTRICT A: Mixed-Use/Office District

LAND USE SUMMARY*

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
MIXED-USE			
Development Option A: All Residential (option chosen)			
RESIDENTIAL: HIGH	21.1	0	317-440
Development Option B: Commercial/Residential (NA)			
COMMERCIAL: OFFICE	14.4	NA	na
RESIDENTIAL: HIGH	6.7	NA	NA
COMMERCIAL: OFFICE			
Parcels with Existing Offices	15.4	115	na
Remaining Parcels Designated Commercial	9.3	341	na
COMMERCIAL: OFFICE OR OPEN SPACE: PARK SPACE	1.3	0	na
OPEN SPACE: MISCELLANEOUS	0.4	na	na
Dry Swales/Detention Basins			
Planning District A Totals Opt. A	47.5 acres	456 KSF	317-440 units
Planning District A Totals Opt. B	47.5 acres	NA KSF	100-150 units

Note:

* See following "Allowed Uses" table for Specially Permitted uses.

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for RiverPark Development, LLC by AC Martin Partners with
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2.5.2.1 PLANNING DISTRICT **A**: Mixed-Use/Office District**ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE***

<i>Permitted Land Use</i>	<i>Allowed Use</i>
COMMERCIAL: OFFICE	Professional and administrative offices, including medical, dental, attorneys, engineers, architects, insurance, real estate and other offices not engaged in merchandizing of goods or products.
	Laboratories when incidental to medical, dental and similar uses.
	Banks; savings and loan associations and other financial institutions.
	Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies. These uses are intended to principally serve the building occupants.
	Pharmacies primarily engaged in the merchandizing of pharmaceuticals and medical supplies.
	On-sale and off-sale alcohol*
	Similar uses as determined acceptable by the Director of the Development Services Department of the City of Oxnard.
RESIDENTIAL: HIGH**	Multi-family units
OPEN SPACE: PARK SPACE	Park
OPEN SPACE: MISCELLANEOUS	
Dry Swales/Detention Basins	Dry Swales/Detention Basins

Notes:

* Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) and On-Sale and Off-Sale Alcohol use are allowed subject to granting of a Specially Permitted Use Permit based on conditions identified in Section 7.

** Vertical Mixed-Use Overlay: Refer to Section 4.

2.5.2.2 PLANNING DISTRICT **B**: West Peripheral Commercial District

Location: Planning District B lies in the southwest corner of the RiverPark Project site. It is bordered by the Ventura Freeway to the south and the Santa Clara River levee to the west. It is adjacent to Planning District A (Mixed-Use/Office District) and Planning District C (West Corridor Commercial District). The 5.5-acre District is easily accessed from the Ventura Freeway due to the reconstruction of the Santa Clara River bridge crossing including an improved off-ramp and a widened tunnel under the US Route 101 Freeway. Oxnard Boulevard, Ventura Road and Town Center Drive provide surface street access to the Planning District. A landscaped buffer and Caltrans detention basin (not within the Specific Plan Area) separate the buildable sites from the freeway. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: This Planning District permits **Residential: Very High** and Commercial: Regional land use. The Specific Plan accommodates up to **333 residential units or as an alternate, if the residential units are not constructed**, 104,000 square feet of retail uses including offices, retail uses and food service facilities. **Residential buildings up to six stories or** commercial buildings up to two stories may be constructed, with retail and office uses. The allowable uses will benefit the most from their proximity to the freeway.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: No

Optional Live/Work Units: No

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District B:

- ☐ Section 3: Commercial Master Plan
- ☐ **Section 4: Residential Master Plan**
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan
- ☐ Section 7: Implementation

2.5.2.2 PLANNING DISTRICT **B**: West Peripheral Commercial District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
alternate: RESIDENTIAL: VERY HIGH ***			300-333
alternate: COMMERCIAL: REGIONAL ***	5.5	104	
<i>Planning District B Totals</i>	5.5 acres	104** KSF	300-333 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: VERY HIGH	Multifamily Residential
COMMERCIAL: REGIONAL	Freestanding restaurants; restaurants involving any drive-in or drive-through facilities. On-sale and off-sale alcohol* Banks; savings and loan associations and other financial institutions. Pharmacies primarily engaged in the merchandizing of pharmaceuticals and medical supplies. Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies. Office uses. Similar uses as determined acceptable by Director of the Development Services Department of the City of Oxnard.

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) and On-Sale and Off-Sale Alcohol is allowed subject to granting of a Specially Permitted Use Permit based on conditions identified in Section 7.
- ** Maximum square footage figures based on surface parking only. No parking structures are assumed.
- *** Development can be either residential OR commercial but not both.

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2.5.2.3 PLANNING DISTRICT C: West Corridor Commercial District

Location: Planning District C is a 24.6-acre site located near the southwestern corner of RiverPark. It is accessed from Oxnard Boulevard to the east and the Ventura Freeway to the south. Occupying a key public location, it is adjacent to Planning District A (Mixed-Use/Office District), Planning District B (West Peripheral Commercial District), and Planning District D (Town Square Commercial District). For the boundaries and location of the Planning District, refer to Exhibit 2.B, Land Use Plan: Permitted Uses and Exhibit 2.I.

Permitted Land Use: The Permitted Land Uses are **Residential: Very High** and Commercial: Regional, Commercial: Hotel and Open Space: Park Space. The RiverPark Specific Plan allows up to **120,000** square feet of retail uses including offices, retail uses and food service facilities. The Hotel can be up to **158,000** square feet. **In addition, up to 280 residential units are allowed, or as an alternate, 200,000 square feet of retail commercial uses are allowed if the residential units are not constructed, for a total of 478,000 s.f. of allowable commercial development within the District.** Buildings up to **six** stories may be constructed, with **residential** retail, office and hotel uses. The allowable uses will benefit the most from their proximity to the freeway.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: No

Optional Live/Work Units: No

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District C:

- ☐ Section 3: Commercial District Master Plan
- ☐ **Section 4: Residential Master Plan**
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan
- ☐ Section 7: Specific Plan Implementation

2.5.2.3 PLANNING DISTRICT C: West Corridor Commercial District

LAND USE SUMMARY*

Permitted Land Use	Gross Acreage	Max KSF Allowable	Allowed DU Range
alternate: RESIDENTIAL: VERY HIGH **	24		250-280
alternate: COMMERCIAL: REGIONAL **		200	
COMMERCIAL: REGIONAL		120	
COMMERCIAL: HOTEL		158	
OPEN SPACE: GREEN SPACE	0.6		
Planning District C Totals	24.6 acres	478	250-280 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

Permitted Land Use	Allowed Use
RESIDENTIAL: VERY HIGH	Multifamily Residential
COMMERCIAL: REGIONAL	Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies, intended to serve principally the building occupants. Banks; savings and loan associations and other financial institutions. Office Uses On-sale and off-sale alcohol* Similar uses as determined acceptable by Director of the Development Services Department of the City of Oxnard.
COMMERCIAL: HOTEL	Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies. Banks; savings and loan associations and other financial institutions. Hotel Convention facilities including meeting and conference rooms, food service, foyers. On-sale and off-sale alcohol* Similar uses as determined acceptable by Director of the
OPEN SPACE: PARK SPACE	

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) and On-Sale and Off-Sale Alcohol is allowed subject to granting of a Specially Permitted Use Permit based on conditions identified in Section 7.

** Alternate development is residential or commercial but not both

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2.5.2.4 PLANNING DISTRICT **D**: Town Square Commercial District

Location: The 88.4-acre Planning District D is bordered by Forest Park Boulevard to the north, the Ventura Freeway to the south, Myrtle Street to the east and Oxnard Boulevard to the west. The adjacent Planning Districts are: Planning District A (Mixed-Use/Office District), Planning District C (West Corridor Commercial District), Planning District F (Vineyards Neighborhood District) and Planning District G (Village Square Neighborhood District). For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Permitted Land Uses are: Commercial: Regional, Vertical Mixed-Use Overlay, Residential: High, **Residential: Very High**, Open Space: Green Space, Open Space: Miscellaneous: Dry Swales/Detention Basins, and Open Space: Landscaped Buffer. This Planning District has two major components: the Retail Center and a Residential **Area**.

Retail Center: The Retail Center is planned around a Town Square, whose boundaries are defined by two major anchor retail centers and smaller retail and food establishments. Uses will include lifestyle retail, service retail, entertainment and restaurant facilities. The Retail Center extends northward to Forest Park Boulevard through ground floor retail in the residential area of this Planning District.

The central open space in District D, the “Town Square”, is similar in scale and character to that of traditional town plazas. On the east side of Oxnard Boulevard will be a dedicated drop-off area for local and tour buses, queuing, tourist information and a newsstand. Pedestrian and vehicular connections will lead directly to the retail and entertainment area beyond.

A public library storefront, police substation and post office are permitted uses within the Commercial District, **as are up to 400 optional live/work dwelling units located above the commercial structures.**

Residential Area: A 15.0 acre **Residential: High** residential community of between 220 and 512 high-density units is located on the south side of Forest Park Boulevard. **A Residential: Very High community of up to 412 very high density units is located east of Moss Landing Boulevard directly south of the Residential High area within the District. As an alternate, 137,000 square feet of Commercial: Regional is allowed if the residential units are not constructed, for a total of 949,000 s.f. of commercial development within the District.** These units serve as a transition between the medium density residential units to the north and the commercial facilities to the south.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

Optional Live/Work Units: Yes. See Exhibit 2.C

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District D:

- ☐ Section 3: Commercial District Master Plan
- ☐ Section 4: Residential District Master Plan
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan

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2.5.2.4 PLANNING DISTRICT **D**: Town Square Commercial District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
alternate: RESIDENTIAL: VERY HIGH **			380-412
alternate: COMMERCIAL: REGIONAL **		137	
COMMERCIAL: REGIONAL	68.2	812	na
VERTICAL MIXED USE OVERLAY			0
RESIDENTIAL: HIGH	15	0	220-512
OPEN SPACE: GREEN SPACE	3.5	na	na
OPEN SPACE: MISCELLANEOUS	0.8	na	na
Dry Swales / Detention Basins			
OPEN SPACE: LANDSCAPE BUFFER	0.9	na	na
<i>Planning District D Totals</i>	88.4 acres	949 KSF	600-924 units

Notes:

* See following 'Allowed Uses' table for Specially Permitted uses

** Alternate development is residential or commercial but not both

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2.5.2.4 PLANNING DISTRICT **D**: Town Square Commercial District**ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE***

<i>Permitted Land Use</i>	<i>Allowed Use</i>																																
RESIDENTIAL: VERY HIGH	Multifamily Residential																																
COMMERCIAL: REGIONAL	Retail stores or businesses not involved with any kind of manufacture, processing or treatment of products other than incidental to the retail business conducted on the premises; and provided that not more than five (5) persons are employed in the manufacture, processing or treatment of products, and that such operations or products are not objectionable due to noise, odor, dust, smoke, vibration, or other similar causes. Acceptable uses include, but are not limited to:																																
	<table> <tr> <td>Antique store</td><td>Music store selling recorded music and/or instruments, including incidental musical</td></tr> <tr> <td>Apparel, clothing and millinery store</td><td>and vocal instruction</td></tr> <tr> <td>Art studio or gallery</td><td>Newsstand</td></tr> <tr> <td>Delicatessens and sandwich shops</td><td>Parking structures</td></tr> <tr> <td>Electronics, television, and radio store, including incidental repair.</td><td>Pet store</td></tr> <tr> <td>Expo Pavilions</td><td>Photographic equipment and sales</td></tr> <tr> <td>Florist</td><td>Police substation</td></tr> <tr> <td>Food and Wine Exposition</td><td>Post Office</td></tr> <tr> <td>Furniture store</td><td>Post offices and mailing services</td></tr> <tr> <td>Gift store</td><td>Public Library</td></tr> <tr> <td>Health centers and clubs</td><td>Restaurants</td></tr> <tr> <td>Hobby shop</td><td>Shoe store</td></tr> <tr> <td>Interior decorating service</td><td>Sporting goods store</td></tr> <tr> <td>Jewelry store</td><td>Stationary and card sales</td></tr> <tr> <td>Luggage store</td><td>Toy store</td></tr> <tr> <td>Office</td><td>Travel and ticket agencies</td></tr> </table>	Antique store	Music store selling recorded music and/or instruments, including incidental musical	Apparel, clothing and millinery store	and vocal instruction	Art studio or gallery	Newsstand	Delicatessens and sandwich shops	Parking structures	Electronics, television, and radio store, including incidental repair.	Pet store	Expo Pavilions	Photographic equipment and sales	Florist	Police substation	Food and Wine Exposition	Post Office	Furniture store	Post offices and mailing services	Gift store	Public Library	Health centers and clubs	Restaurants	Hobby shop	Shoe store	Interior decorating service	Sporting goods store	Jewelry store	Stationary and card sales	Luggage store	Toy store	Office	Travel and ticket agencies
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Jewelry store	Stationary and card sales																																
Luggage store	Toy store																																
Office	Travel and ticket agencies																																
	Similar uses as determined acceptable by the Director of the Development Services Dept. of the City of Oxnard.																																
COMMERCIAL: HOTEL																																	
RESIDENTIAL: HIGH																																	
OPEN SPACE: GREEN SPACE	Town Square																																
OPEN SPACE: MISCELLANEOUS	Dry Swales / Detention Basins																																
OPEN SPACE: MISCELLANEOUS	Landscape Buffer																																

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) and On-Sale and Off-Sale Alcohol is allowed subject to granting of a Specially Permitted Use Permit based on conditions identified in Section 7.

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controls and implementation information in District E:

- ❑ Section 3: Commercial Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Specific Plan Implementation

2.5.2.6 PLANNING DISTRICT **F**: Vineyards Neighborhood District

Location: The 37.9-acre Planning District F is located in the eastern portion of RiverPark, adjacent to the existing El Rio residential community to the east and Myrtle Street to the west and south. The District is bordered by Planning District D (Town Square Commercial District), Planning District E (East Peripheral Commercial District), Planning District G (Village Square Neighborhood District) and Planning District J (RiverPark Mews Neighborhood District). For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Existing Development: Planning District F is currently in temporary agricultural production.

Permitted Land Use: The Permitted Land Uses are: Residential: High, Residential: Medium, Residential: Low Open Space: Park Space, Open Space: Neighborhood Parks, and Open Space: Landscaped Buffer.

The District incorporates a residential community of up to 150-172 medium-density residential units and 140-310 high-density residential units. An approximately 7.4 acre neighborhood park serves both the Vineyards neighborhood and the existing El Rio West neighborhood adjacent to the east. A second small park is located in the southern, high-density housing area of the Planning District. A continuous landscape buffer separates the Vineyards neighborhood from the El Rio neighborhood and traffic to the north on Forest Park Boulevard.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

Optional Live/Work Units: Yes. See Exhibit 2.C

2.5.2.6 PLANNING DISTRICT **F**: Vineyards Neighborhood District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
RESIDENTIAL: HIGH	12.3	0	140-310
RESIDENTIAL: MEDIUM	15.5	0	150-172
OPEN SPACE: PARK SPACE	2.1	na	na
OPEN SPACE: NEIGHBORHOOD PARKS	7.4	na	na
OPEN SPACE: LANDSCAPED BUFFER	0.6	na	na
Planning District F Totals	37.9 acres	0 KSF	290-482 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: HIGH	Multi-Family Residential
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential
RESIDENTIAL: LOW	Small Lot Single Family
OPEN SPACE: PARK SPACE	Park
OPEN SPACE: NEIGHBORHOOD PARKS	Neighborhood Park
OPEN SPACE: MISCELLANEOUS	Landscaped Buffer

Note:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

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Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information in District F.

- ❑ Section 4: Residential Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Implementation

2.5.2.7 PLANNING DISTRICT **G**: Village Square Neighborhood District

Location: This 53.0 acre Planning District is located in the north-central portion of RiverPark “A.” The District is bordered by Forest Park Boulevard to the south, Garonne Street to the north and the Santa Clara River levee to the west. The Village Square Neighborhood District is adjacent to Planning District A (Mixed-Use/Office District), Planning District D (Town Square Commercial District), Planning District F (Vineyards Neighborhood District), Planning District I (RiverPark Loop Neighborhood District), and Planning District J (RiverPark Mews Neighborhood District). For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Permitted Land Uses are: Residential: High, Residential: Medium, Residential: Low, Open Space: Park Space, Open Space: Neighborhood Parks, and Open Space: Landscaped Buffer. The major uses are distributed as follows:

- ❑ **Residential Community:** The 37.6-acre central and eastern portions of Planning District G allows a range of 325 to 425 Residential: Medium units clustered in three groupings. The eastern two groupings are each focused on a common green space, the 2.1 acre Village Green. The western residential area is served by Windrow Park. The vertical mixed-use overlay in this area permits live/work units and ground level retail.
- ❑ **Elementary School/Community Park:** A neighborhood elementary school (Exhibit 2.K) is located on the 11.4-acre western portion of Planning District G. The school’s playfields are envisioned as a shared community resource.

Specially Permitted Land Use: High-density housing is permitted with a Special Use Permit on the site designated for School/Community Park use. A condition of City approval to construct high-density housing is the submission of a letter from the Rio School District indicating that it does not want to purchase or utilize the land. See notes on following page and Exhibit 2.D.

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

2.5.2.7 PLANNING DISTRICT **G**: Village Square Neighborhood District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM	37.6	0**	325-425
OPEN SPACE: PARK SPACE	2.8	na	na
OPEN SPACE: MISCELLANEOUS	1.2	na	na
Dry Swales/Detention Basins			
SCHOOLS/COMMUNITY PARK	11.4	na	na
Specially Permitted Land Use			
RESIDENTIAL: MEDIUM	(11.4)	na	na
Planning District G Totals	53.0 acres	0 KSF	325-425 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential
RESIDENTIAL: LOW	Small Lot Single Family
OPEN SPACE: PARK SPACE	Parks
OPEN SPACE: MISCELLANEOUS	
Dry Swales/Detention Basins	Dry Swales/Detention Basins
	Elementary School
SCHOOLS/COMMUNITY PARK	Community Playfields/Parks
Specially Permitted Land Use	
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential

Note:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

**** Vertical Mixed-Use Overlay: Refer to Section 4.**

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Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District H:

- ❑ Section 4: Residential Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Implementation

2.5.2.9 PLANNING DISTRICT **I**: RiverPark Loop Neighborhood District

Location: The 56.8-acre Planning District I is located in the central portion of the Project in RiverPark “B.” Boundaries include Garonne Street to the south and Moss Landing Boulevard to the East. It is adjacent to Planning District G (Village Square Neighborhood District) to the south, Planning District H (RiverPark Crescent Neighborhood District) to the north, Planning District J (RiverPark Mews Neighborhood District) to the east, Planning District K (Lakeside Neighborhood District) also to the east, and Planning District M (Water Storage/Recharge Basins & Storm Water Control District) to the northeast. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Permitted Uses are: Residential: Medium and Low, Open Space: Park Space, Open Space: Neighborhood Parks, and Open Space: Miscellaneous: Water Feature.

The RiverPark Specific Plan allows a range of from 375 to 510 Residential: Medium and Low Small Lot Single Family units focused on the 6.0-acre Central Park located immediately north of the school site in Planning District G. The 6.4-acre Windrow Neighborhood Park is also a link to the Santa Clara River and its adjacent regional trail.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

2.5.2.9 PLANNING DISTRICT I: RiverPark Loop Neighborhood District

LAND USE SUMMARY*

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM	43.0	0**	375-510
RESIDENTIAL: LOW			
OPEN SPACE: PARK SPACE	6.6	na	na
OPEN SPACE: NEIGHBORHOOD PARKS	5.8	na	na
OPEN SPACE: MISCELLANEOUS: WATER FEATURE	1.4	na	na
Planning District I Totals	56.8 acres	0 KSF	375-510 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM & LOW	Townhouse or Cluster Residential & Small Lot Single Family
OPEN SPACE: PARK SPACE	Park
OPEN SPACE: NEIGHBORHOOD PARKS	Neighborhood Park
OPEN SPACE: MISCELLANEOUS: WATER FEATURE	Water Feature

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

~~** Vertical Mixed-Use Overlay: Refer to Section 4.~~

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Optional Live/Work Units: Yes. See Exhibit 2.C

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District I:

- ☐ Section 4: Residential Master Plan
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan
- ☐ Section 7: Implementation

2.5.2.10 PLANNING DISTRICT **J**: RiverPark Mews Neighborhood District

Location: The 61.4-acre Planning District J is located in the central-eastern portion of the Project within RiverPark “B.” The District is bordered by Kiawah River Drive and Thames River Drive to the north, Garonne Street and Forest Park Boulevard to the south, Vineyard Avenue to the east and Moss Landing Boulevard to the west. Adjacent Planning Districts are Planning District F (Vineyards Neighborhood District) and Planning District G (Village Square Neighborhood District) to the south, Planning District I (RiverPark Loop Neighborhood District) to the west, and Planning District K (Lakeside Neighborhood District) to the north. The existing El Rio neighborhood is adjacent to the south. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Specific Plan incorporates five Permitted Uses: Residential: Medium and Low, Open Space: Park Space, Open Space: Neighborhood Parks, Open Space: Landscaped Buffer, and Schools/Community Park. The Plan allows a range of from 220 to 310 units of Residential: Medium. The 6.1 acre neighborhood park serves as a neighborhood focus.

This District also provides a site for an elementary and middle school (Exhibit 2.L) as well as sports fields that can be shared between the school(s) and the community.

Specially Permitted Land Use: Residential: Medium and Low use may be provided on the portion of the Planning District designated for School/Community Park use. A condition of granting the Specially Permitted Use Permit is the submission of a letter from the Rio School District indicating that it does not want to purchase or utilize the land. See note on following page and Exhibit 2.D.

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

Optional Live/Work Units: Yes. See Exhibit 2.C

2.5.2.10 PLANNING DISTRICT J: RiverPark Mews Neighborhood District

LAND USE SUMMARY*

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM and LOW	21.0	0**	220-310
OPEN SPACE: PARK SPACE	1.4	na	na
OPEN SPACE: NEIGHBORHOOD PARKS	6.1	na	na
OPEN SPACE: LANDSCAPED BUFFER	2.5	na	na
SCHOOLS/COMMUNITY PARK	30.4	na	na
Specially Permitted Land Use			
RESIDENTIAL: MEDIUM	(30.4)	na	na
<i>Planning District J Totals</i>	61.4 acres	0 KSF	220-310 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM and LOW	Townhouse or Cluster Residential, Single Family
OPEN SPACE: PARK SPACE	Parks
OPEN SPACE: NEIGHBORHOOD PARKS	Neighborhood Park
OPEN SPACE: LANDSCAPED BUFFER	Landscaped Buffer
SCHOOLS/COMMUNITY PARK	Elementary School Secondary School Community Playfields/Parks
Specially Permitted Land Use	
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential

Notes:

- * Civic Assembly uses(educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

~~** Vertical Mixed-Use Overlay. Refer to Section 4.~~

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Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District J:

- ❑ Section 4: Residential Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Implementation

2.5.2.11 PLANNING DISTRICT **K**: Lakeside Neighborhood District

Location: Planning District K comprises 18.5 acres in the central-eastern portion of RiverPark. The District is bordered by Kiawah River Drive to the south and the Brigham-Vickers Water Storage/Recharge Basin to the north, Thames River Drive to the east and Moss Landing Boulevard to the west. The District is surrounded by Planning District I (RiverPark Loop Neighborhood District), Planning District J (RiverPark Mews Neighborhood District), Planning District L (Public Facility District) and Planning District M (Water Storage/Recharge Basins & Storm Water Control District) to the north. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: A range of from 70-98 units of Residential: Medium is permitted. The other use is are 8.0 acres of Open Space: Miscellaneous: Dry Swales/Detention Basins and portions of jogging trails.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

Optional Live/Work Units: Yes. See Exhibit 2.C

2.5.2.11 PLANNING DISTRICT **K**: Lakeside Neighborhood District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM	10.5	0**	70-98
OPEN SPACE: MISCELLANEOUS			
Dry Swales/Detention Basins	8.0	na	na
Planning District K Totals	18.5 acres	0 KSF	70-98 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM	Single-Family Residential
OPEN SPACE: MISCELLANEOUS	
Dry Swales/Detention Basins	Dry Swales/Detention Basins

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

**** Vertical Mixed-Use Overlay: Refer to Section 4.**

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3.1	INTRODUCTION
3.2	COMMERCIAL DEVELOPMENT CONCEPT
3.3	PROJECT-WIDE STANDARDS
3.4	STANDARDS FOR SPECIFIC PLANNING DISTRICTS
3.5	BUILDING TYPE STANDARDS
3.6	SUB-DISTRICT DESIGN CHARACTER
3.7	SUB-DISTRICT DESIGN ELEMENT STANDARDS
3.8	SIGNAGE AND LIGHTING GUIDELINES

3.1 INTRODUCTION

3.1.1 Purpose

This Master Plan contains standards which apply to all commercial uses built within the RiverPark Specific Plan Area, except for those commercial uses within the residential neighborhoods. These are regulated by the Residential Master Plan, Section 4. Basic land uses are established by Section 2. Any regulatory issues not addressed by this Specific Plan shall be governed by City of Oxnard requirements.

3.1.2 Organization of the Commercial Master Plan

Section 3.2 presents the Commercial Development Concept for Planning Districts A through E. Standards applying to all commercial development are described in Section 3.3; Section 3.4 then presents the standards specific to each Planning District. Standards for each commercial building type are located in Section 3.5. The following Sections, 3.6 and 3.7, present the desired design character and design elements for the primary commercial Sub-Districts. Standards for commercial signage and exterior lighting are located in Section 5.9 and 5.10 respectively.

3.1.3 Location of Commercial Land Use Regulations

Regulations for commercial land uses are located in Section 3 and Section 4.

3.1.3.1 Commercial Uses Regulated by the Commercial Master Plan, Section 3

- Planning District A: This Planning District consists of two areas: 1) an area containing parcels with existing office uses as well as vacant parcels designated for Commercial: Office uses; and 2) a sub-district designated for a mixed-use land use. This area has two development options.

Development Option A (see Section 4) allows all residential uses with ground-floor commercial, while Development Option B (illustrated and discussed in this Section) incorporates an office campus with Commercial: Office uses as well as an area along Forest Park Boulevard with Residential: High uses, regulated by Section 4.

- Planning Districts B and E: Peripheral, highway-oriented **residential**, office and retail.
- Planning District C: **Residential, hotel and office and commercial uses** which complements and is a western extension of the central Commercial District. **If residential uses are proposed, standards from Section 4, 7R Urban Apartments shall apply.**
- Planning District D: A central commercial Planning District serving local and regional markets. This area includes a mixed-use retail center with optional live/work housing and offices as a vertical mixed-use overlay. An area designated for Residential: High is located at the northern boundary of the District along Forest Park Boulevard **and an area for Residential Very High is located directly south of the Residential High.**

3.1.3.2 Commercial Uses Regulated by the Residential Master Plan, Section 4

- Commercial and live/work uses within RiverPark residential neighborhoods are allowed on the ground floors of certain residential uses. Standards for commercial uses in these planning districts are contained in the Residential Master Plan, Section 4. Locations of these uses are shown by Exhibit 2.C.

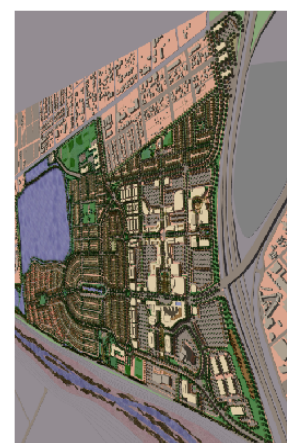
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VIEW FROM SOUTH



⑦ Roadside Market Pavilion

⑧ Residential

⑨ Town Square

⑩ Office Zone

⑪ Parking Field

⑫ Residential, Office or Retail

Commercial District Boundary

Mixed Use Area

Legend

① Mixed-Use Development Option B:
Commercial/Residential
see Section 4 for Development Option A

② Hotel

③ Retail/Entertainment/Restaurants

④ Neighborhood Commercial

⑤ Food and Wine Venue/ Farmers' Market

⑥ Retail/Office

COMMERCIAL DISTRICT ILLUSTRATIVE MASTER PLAN



August 27, 2002

Modified in
SPA 2015

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COMMERCIAL SUB-DISTRICTS

August 27, 2002
Modified in
SPA 2015

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and trails, street striping, and “eyes on the street” provided by the compact residential and commercial development.

- ❑ **Parking:** The parking standards defined by this Specific Plan for each use shall be met by attractive, convenient, well landscaped and lighted, and safe parking areas. Three parking strategies shall be used in the commercial areas of RiverPark: shared parking fields, dedicated parking lots, and dedicated residential parking in Planning Districts A and D. See Section 6 for the Parking Master Plan.
- ❑ **Parking Structures:** Where parking structures are provided:
 - Parking structures should be sited to avoid obstructing the public view and casting shadows on ground-floor pedestrian-oriented uses.
 - The maximum allowable height for above-grade parking structure shall be limited to forty-five (45) feet to the top floor level, measured from grade. **Parking structures wrapped by buildings on at least 3 sides maximum height shall be 7 stories or ninety (90) feet.**
 - Vehicle access should not be located along pedestrian-oriented frontages. Wherever possible, access should be via service roads, alleys, and street frontages that do not contain pedestrian-oriented uses.
 - Where possible, the ground level of parking structures along public streets and paseos should include active pedestrian uses, entrances, and arcades. Active pedestrian uses may include, but are not limited to restaurants, ready-to-eat food sales, retail sales and personal services.
 - Consideration should be given to building permitted uses, such as retail and office, directly attached or “laminated” to the parking structure. These are distinguished from incorporating uses on the ground floor of a parking structure. This “laminating” of the parking structure with other uses will help to integrate the parking structure with the

overall development.

- Parking structures which primarily serve a building or group of buildings in a development shall be compatible in architectural design, scale and materials with the architecture of the served building(s).
- Ramps, cars and sources of artificial lighting shall be minimally visible from public ways and open spaces.

- ❑ **Signage and Lighting:** Signage and lighting standards are located in Section 5.
- ❑ **Mechanical Equipment Screening:** All mechanical equipment must be screened from public view using screening devices consistent with the adjacent architectural design.

3.4 STANDARDS FOR SPECIFIC PLANNING DISTRICTS

3.4.1 Standards Exclusive to Planning District A

- ❑ **Allowed Development Options:** Planning District A contains Office: Commercial and an area designated as mixed-use (Exhibit 2.B). Within the mixed-use area, two alternate mix of uses are allowed: Development Option A: All Residential and Development Option B: Commercial/Residential. Both options are illustrated in Section 2. The requirements for Development Option A and the residential product types in Planning District D are included in Section 4. The requirements for Development Option B (see plan in this Section) follow. Note that the parcel and road layout within the mixed-use portion of Planning District A differs according to the development option chosen.
- ❑ **Location of Streets Open Space and Land Uses:** Development Option B requires the location of streets and open space, as well as the distribution of land uses, as shown in the following graphic; Development Option B Commercial Residential.
- ❑ **Residential Land Use and Product Types:** The Permitted residential land use is Residential:

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all destinations. They should be narrow to the extent possible, and spatially defined by buildings, trees and lighting, and should discourage high-speed traffic to increase the safety and enjoyment of the pedestrians.

- Whenever possible, the natural terrain, drainage and vegetation should be preserved. Superior examples of existing vegetation should be contained within parks or greenbelts.
- The design of private lots, including the buildings and all related appurtenances, should be well integrated into a memorable neighborhood pattern, reflecting the rich and diverse history of regional building traditions.
- The design features of the fronts of residential structures should relate the house to the street, which is intended as an important space for fostering communication and community. The design and location of stoops and porches as well as the location of living rooms and other more public spaces is particularly important. See the following graphic.

The residential neighborhoods are organized into Planning Districts, each with distinctive centers, edges, open spaces and urban and architectural design characteristics. Any necessary interpretations of the intent of the regulations herein shall be based on the neighborhood planning principles listed above.

The Regulating Plan, or alternate Regulating Plans, for each Planning District define the blocks and lots within which specific Product Types may be constructed. It is through this planning strategy that harmonious streetscapes and unique neighborhood character are ensured.

4.2.3 Location of Residential Uses

Exclusively or primarily residential land uses are located in the six Planning Districts illustrated in Exhibit 2.I:

- Planning District F: Vineyards Neighborhood District.
- Planning District G: Village Square Neighborhood District.

- Planning District H: RiverPark Crescent Neighborhood District.
- Planning District I: RiverPark Loop Neighborhood District.
- Planning District J: RiverPark Mews Neighborhood District.
- Planning District K: Lakeside Neighborhood District.

Housing is also designated as a permitted use in the following Planning Districts:

- Planning District A: Mixed-Use/Office District.
- Planning District D: Town Square Commercial District.
- **Planning District B: West Peripheral Commercial District.**
- **Planning District C: West Corridor Commercial District.**

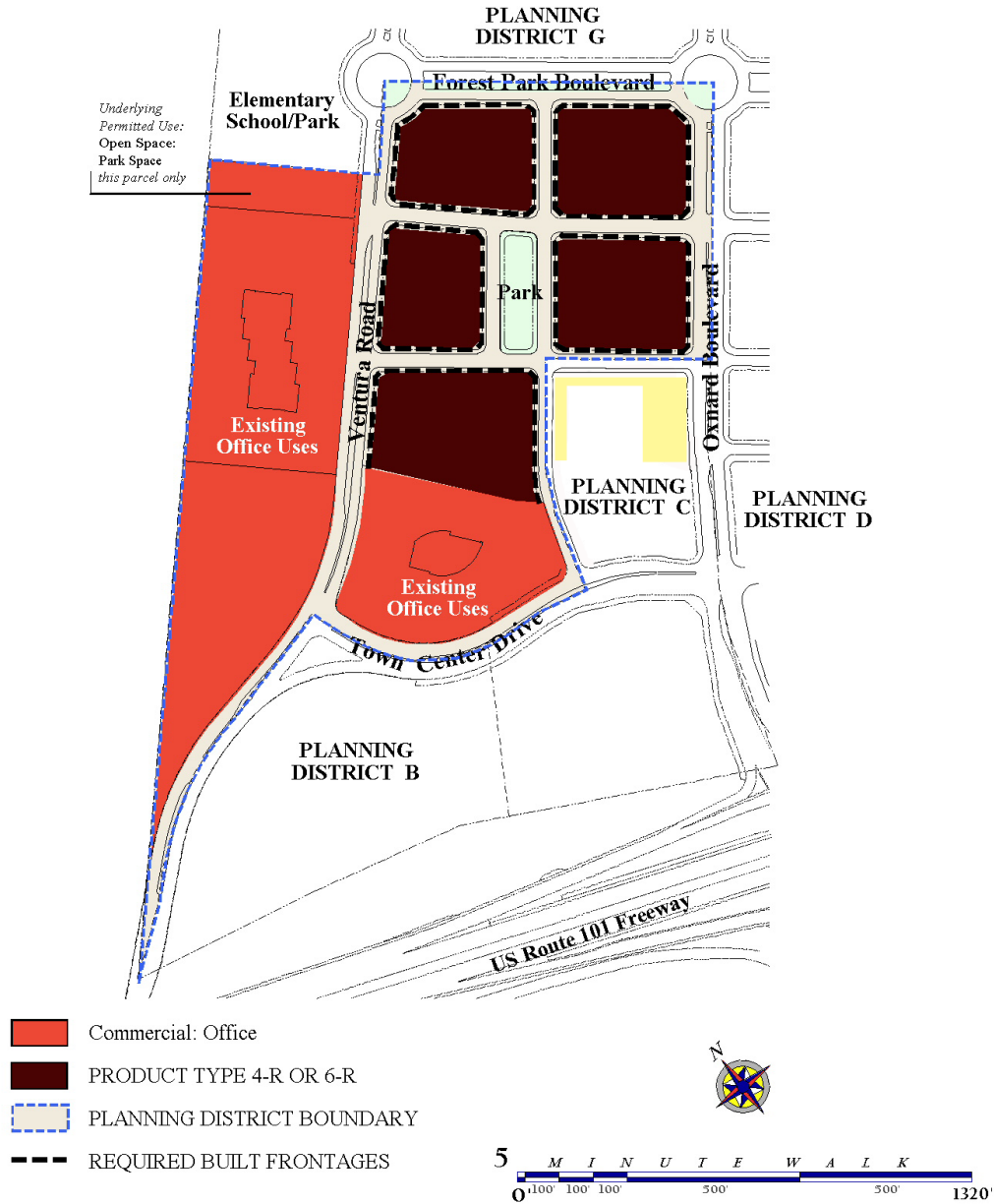
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Note:

See Section 3 for additional land use, development and design standards for Planning District A.

Development option "B" is described in Section 3 of the Specific Plan.

Buildings per the requirements of this section shall front the street along at least 70% of these frontages. Any frontages with parking lots that are visible from the street shall be screened with walls or continuous hedges between 30" and 48" in height (streetwalls) built at the building setback line.

*Planning District A: Mixed Use/Office District
Regulating Plan Diagram for Development Option A: All Residential*

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7-R Apartments - Urban**Lot Frontage**

Lots front the public street

Lot Area Min. 20,000 s.f.

Lot Width Min. 100'

Building Envelope

Lot Coverage 90% max.,
not including porches and stoops

Building Height
90' maximum

Setbacks

Front Min. 5'

Side Min. 5'

Rear Min. 5'

Permitted Encroachments

Porches: Max. 5'

Eaves: Max 5'

Balconies: Max. 5'

Building Orientation and Use

- Buildings uses shall be in accordance with the Regulating Plan. See Section 2 for land use types.
- **Service Requirements**
- Access to parking shall be from a common drives shared with adjacent lots, or by drives within the lot spaced not more than 250' on center.
- Access to trash collection, dry utility meters and other service functions shall be within the areas designated for parking or within the block and not visible from the street.

Parking and Open Space Requirements

- Each dwelling unit shall be provided with at least 1 on-site parking space. Units with 2 bedrooms shall be provided with 1½ spaces, and units with 3 or more bedrooms shall be provided with 2 spaces. These parking requirements are inclusive of guest parking. For affordable housing, parking will be governed by State Code.
- Surface parking lots that are visible from the street shall be screened by landscaping.
- Parking may be located in in a podium, a wrapped parking structure or subterranean. Distance from an entrance to a parking structure to a residential entrance shall be 300' maximum.
- A Parking Management Plan (PMP) describing parking counts, onsite and curbside parking management and enforcement practices will be required for all apartment projects. The PMP shall be approved by the City Traffic Engineer. The PMP may allow shared parking arrangements with adjacent uses or districts.
- Curbside parking may be used to partially satisfy the requirement for guest parking which cannot be met on site, when and where possible based on the Parking Management Plan.
- Secure mail and parcel delivery provisions shall be included, coordinated with Oxnard Police Department (OPD).
- Long term and short term bicycle storage per the city's Bicycle Master Plan shall be provided to meet residential unit storage requirements.
- Common and private open space combined shall be a minimum of 20% of the area of the lot, and can be yards or courts at grade, roof decks, or individual or common balconies. Balconies, if provided, must be a minimum 6' x 8' in size. All other common exterior open spaces must be a minimum of 15' in width. Location of these spaces should be designed so that all units have reasonable access to some form of open space. Common space alone shall be a minimum of 10% of lot area, and amenities shall be provided, including at least one of the following: Swimming pool, spa, sports court, BBQ and picnic facility, recreation room, or exercise course and stations. Interior common spaces can count toward this requirement if recreational amenities are provided.

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another in the commercial district. This parking overview function is realized by implementing a parking management plan for each development project, as described later in this Section.

- ❑ **On-Street Parking:** To facilitate the project as a pedestrian-oriented, mixed-use district, the plan allows a carefully-controlled disposition of on-street parking to meet a limited proportion of the parking requirement. This inclusion of the on-street parking for visitors and customers—both by calculation and by design—is crucial to the success of any mixed-use, pedestrian-oriented district. The hallmark of pedestrian-oriented development is that front doors of businesses and residences face the public street, which cannot function unless visitors and customers are actually using those doors—thus the parking must be on the street. The on-street parking, located in the immediate vicinity of the use the parking serves, is also governed by a project-specific parking management plan.

6.2.5.2 Specific Regulations

❑ Parking Requirements for Mixed-Use Neighborhoods

The mixed-use neighborhoods (Planning Districts A, G, I, J, and K shown in Exhibit 2.C) which surround the commercial core of RiverPark (Planning Sub-Districts B, C and D) utilize off-street parking for residents and a combination of on-street and off-street parking for visitors and customers depending on the specific location and building type used. The parking requirements for these neighborhoods are defined for each permitted building type in Section 4 of this Specific Plan.

For blocks where both commercial and residential uses are proposed by a Builder/Developer, a Parking Master Plan must be prepared. This plan will be evaluated as part of the Design Review Process to assure that the required parking is available and that shared parking is utilized when possible to avoid an oversupply of parking lots. The Development Services Director/ Planning Manager when determining that the availability of visitor and customer parking is likely to change over time, may require that a Parking Management Plan be prepared and implemented for the block(s) in question.

❑ Commercial Area Parking

- Commercial area parking in Planning Districts A through E will fulfill the minimum off-street parking requirements of this Specific Plan and will provide the parking required for a viable and successful commercial center.
- Shared parking will be allowed where appropriate, particularly in the commercial districts (Planning Districts A through E) and the parking areas behind mixed-use residential building types 4-R and 5-R
- The parking requirement may be accommodated by a combination of lot parking, as well as street parking near the business the parking serves, or on another site by way of a shared parking proposal approved initially by the Master Developer and then by the City of Oxnard Development Advisory Committee and the Development Services Director/ Planning Manager.
- **Where residential uses are proposed as alternates within commercial districts, the residential portion of the required parking must be met independently of any shared parking arrangement.**

Exhibit 6.D illustrates a potential parking scenario for the primarily commercial Planning Districts A through E. It should be understood that the parking locations shown by this graphic are potential locations which support only one of many development scenarios which may actually be built. The actual locations will have to be approved on a case-by-case basis, as specific development projects with their accompanying parking management plans are submitted for review.

❑ Parking Management Plan

A Parking Management Plan must be incorporated in the submission for any commercial development in Planning Districts A through E. The plan shall identify a system for managing on- and off-street parking to ensure that it will be available for visitors and customers.

The Parking Management Plan must address the entire block in which a development is located,

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is available, and that shared parking is utilized when possible to avoid an oversupply of parking lots. The plan must take into account the change in parking demand over time as development proceeds.

- 2) A system for managing on-street parking to ensure that it will be available for visitors and customers. Management techniques may include time limits or other measures to prevent the on-street parking being used up by residents or employees of businesses, who must park off-street.
- 3) Standards for the location and phasing of parking structures should sufficient at-grade parking not be available in the future.

❑ Parking Space Size

Full size parking spaces shall be a minimum of 9'x 19'. **Parking may overhang per OMC 16-636 (B & C). Parking drive aisles shall be a minimum of 25' wide. Driveway approaches shall be a minimum of 22' wide and a maximum of 31' wide for pedestrian safety.** The Master Developer will work with the City to assure that the distribution of spaces will best serve parking demand.

❑ Commercial Parking Ratios

Off-street parking shall be provided in accordance with City standards. A land use and its required parking shall be located within the same Planning District.

In case of a conflict between any provisions of this Plan and the Oxnard Zoning Ordinance, the provisions of this Plan shall govern. In matters on which this Plan is silent, the Oxnard Zoning Code shall govern. In the case of conflicts between the provisions of this plan and the Uniform Building Code (UBC), the UBC shall govern.

6.2.6 Public Transportation

The RiverPark development is designed to encourage maximum use of public transportation as an alternative and supplement to the use of private automobiles.

The term “public transportation” is used here as a

general term. It refers to the standard services provided by Oxnard’s public bus operator as well as other bus services, local shuttles, taxis, “dial-a-bus,” airport shuttles and other services which operate in the area now and in the future.

Regardless of the specific service or mode, increasing the use of public transportation is an essential element in meeting local and regional planning objectives, addressing air quality concerns, as well as improving the quality of life for all. It is also essential for those individuals who are transit-dependent.

Several features of the Specific Plan encourages the use of public transportation:

- ❑ Ensuring that development will be in the form of complete, mixed-use neighborhoods with an interconnected network of pedestrian-oriented streets, such that the use of transit for travel to, from and within the District is both pleasant and likely.
- ❑ Providing a street network within the community that facilitates the efficient movement of public transportation vehicles throughout the development.
- ❑ Providing direct linkages to key local and regional arteries, namely Oxnard Boulevard and Vineyard Avenue.
- ❑ Providing a road system design that ensures safe and efficient transit stops.

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needed to link RiverPark to the City of Oxnard and to support most anticipated residential, commercial and office development within RiverPark Areas “A” and “B.” Work is anticipated to incorporate: a) the remediation program for the mining pits in RiverPark “B” and construction of all water storage/recharge basin and storm water control facilities; b) construction of the Phase One backbone infrastructure including roads and utilities; c) grading of RiverPark “A” to create required drainage and building pads; and d) construction of related landscape improvements including Town Square and entry monuments.

Timely completion of the State Route 1/US Route 101 Freeway interchange by Caltrans is critical to the development of RiverPark “A” and the completion of Phase One. This interchange will connect the existing Oxnard Boulevard north across the Ventura Freeway to RiverPark, as well as provide direct access from the freeway to the main entry to the Project at Oxnard Boulevard.

Phase Two will complete the backbone road and utilities and development pads in Planning District H, thereby completing all infrastructure required of the Master Developer with the exception of roads within Planning District D.

Phase Three is limited to the completion of roads and development pads in Planning District D.

Build-out will be, in part, dependent on providing the transportation system improvements called for in the Circulation Master Plan portion of this document (Section 6.2), the City of Oxnard Circulation Element and the City’s fifteen-year circulation system improvement plan.

7.5.2 Development Options

7.5.2.1 Development in the Mixed-Use Portion of Planning District A

The following requirements apply to development only within the Planning District A mixed-use area:

One of two development options may be exercised:

- 1) *Development Option A: All Residential:* Development will be guided by the regulatory plan and related residential regulations contained in Section 4, Residential Master Plan. The land use

plan for this option is located in Section 2.

- 2) *Development Option B: Commercial/Residential:* The regulatory plan for Development Option B: Commercial/Residential and regulations of commercial building types are contained in Section 3, Commercial Master Plan. Regulations for residential building types used in Development Option B are contained in Section 4, Residential Master Plan. The land use plan for this option is located in Section 2.

Development Options A and B are the only options permitted by the Specific Plan. Other road layouts and/or changes of the indicated uses will require a change in the Specific Plan.

The road and parcel locations differ between the two options. Therefore, first development within the mixed-use area, whether residential or commercial, will determine which of the two Development Options will be utilized for the rest of the mixed-use portion of Planning District A.

The first Builder/Developer who develops residential or office uses within the mixed-use area will propose to the City which of the two Development Options are implemented, according to Specific Plan requirements. The requirements for the development option chosen will apply to all future development within the mixed-use area.

7.5.2.2 Development in Planning District B

The following requirements apply to development within Planning District B:

One of two development options may be exercised:

- 1) *Development Option A: All Residential:* Development will be guided by the residential regulations contained on page 4.32. The land use plan for this option is located in Section 2.

- 2) *Development Option B: All Commercial:* The regulations of commercial building types are contained in Section 3. The land use plan for this option is located in Section 2.

The first Builder/Developer who develops residential or office uses within the mixed-use area will propose to the City which of the two Development Options are implemented, according to Specific Plan requirements. The requirements for the development option

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chosen will apply to all future development within the mixed-use area.

7.5.2.3 Development in the Mixed Use Portion of Planning District C

The following requirements apply to development only within the Mixed Use portion of Planning District C:

One of two development options may be exercised:

1) **Development Option A: All Residential:** Development will be guided by the residential regulations contained on page 4.32. The land use plan for this option is located in Section 2.

2) **Development Option B: All Commercial:** The regulations of commercial building types are contained in Section 3. The land use plan for this option is located in Section 2.

7.5.2.4 Development in the Mixed Use Portion of Planning District D

The following requirements apply to development only within the Mixed Use portion of Planning District D:

One of two development options may be exercised:

1) **Development Option A: All Residential:** Development will be guided by the residential regulations contained on page 4.32. The land use plan for this option is located in Section 2.

2) **Development Option B: All Commercial:** The regulations of commercial building types are contained in Section 3. The land use plan for this option is located in Section 2.

The first Builder/Developer who develops residential or office uses within the mixed-use area will propose to the City which of the two Development Options are implemented, according to Specific Plan requirements. The requirements for the development option chosen will apply to all future development within the mixed-use area.

The residential development options in Districts B, C and D will be subject to the limitations indicated in 7.10.4

Maximum Development Based on Residential Development Options

Residential Options Selected per District (B,C,& D only)	Maximum Residential Units of Options Chosen	Maximum Commercial Development
B, C & D	4,068	1,535,543
B & C	3,656	1,761,623
C & D	3,735	1,718,273
B & D	3,788	1,689,190
B	3,376	1,915,270
C	3,323	1,944,353
D	3,455	1,871,920
No Residential	3,043	2,098,000

7.5.3 Distribution of Dwelling Units and Commercial Among Districts

Each Planning District has a range of allowable dwelling units and maximum commercial development, as shown by Exhibit 2.J the Land Use Summary. The total of the allowable dwelling units per Planning District based on the range exceeds the project-wide maximum of 4,068 dwelling units.

To assure that the project-wide maximums are not exceeded, the Master Developer shall monitor the number of units and commercial square footage built within each Planning District as development proceeds in order to assure that units are not overly concentrated in some districts, that the commercial maximum is not exceeded, and that the total number of units developed does not exceed 4,068.

7.6 FINANCING AND FUNDING

7.6.1 Financing and Funding Principles

The policies described in this section shall govern the funding of facilities and public services for the RiverPark Specific Plan. The principle underlying these policies is that RiverPark should pose no financial burden or obligation on the City of Oxnard or other jurisdictions beyond their meeting State and City requirements related to providing such services as school, fire and public safety.

Accordingly, the Master Developer, in combination with Builder/Developers, will:

Modifications and/or Specially Permitted Uses are made to, and decided by, the Planning Commission.

5b. Final Project Plan: The Builder/Developer prepares construction documents meeting City of Oxnard requirements, while incorporating comments and/or conditions established by the Planning Commission or Development Services Department Director/Planning Manager. The RDAG will review the Final Project Plan to assure that the construction documents incorporate all design comments made to date, and then submit a recommendation to the City.

Phase 6: Building Permit

- ❑ **Plan Check and Building Permit:** The Builder/Developer prepares construction documents meeting all Specific Plan and City of Oxnard requirements and submits the plans and other required material to the Oxnard Building Department for the necessary approvals.

7.9.5 Roadway Approval

All Oxnard roadways, including those governed by the Specific Plan, must be approved by the City prior to their implementation. Discussions have been held with the appropriate agencies (e.g. fire, sanitation, traffic and police) concerning the roadway cross sections shown in this document and these roadways will each accommodate the appropriate functions. Any changes from these sections, or any relocation, other treatment or other uses tributary to these sections, will be considered by the City and additional approvals may be required.

7.9.6 Signage Approval

All submittals to the City shall be consistent with the requirements of the Specific Plan and the Signage and Lighting Guidelines document, including requirements for submission exhibits.

7.9.6.1 Preliminary Review

The Preliminary Signage Plan shall be submitted as part of the submission for Phase 4a of the Project Review and Approval Process, as described in Section 7.14.

7.9.6.2 Final Approval

Signage plans which incorporate the design review comments made at the Preliminary Review stage shall be submitted as part of Phase Five of the Project Permitting Process.

7.10 OTHER ISSUES

7.10.1 Effects of a General Plan Amendment on the Specific Plan

Adoption of amendments to the 2020 General Plan or a General Plan Update by the City will not necessarily require amendment of the Specific Plan. But any subsequent discretionary approval or amendment to the Specific Plan must be consistent with the General Plan, as amended and/or updated, except to the extent that such change in the General Plan deals with matters in which the Developer/Applicant shall possess vested rights under the terms of a Development Agreement entered into between the Developer/Applicant and the City.

7.10.2 Environmental Issues

The City of Oxnard has certified the Project Environmental Impact Report in association with approval of the RiverPark Specific Plan.

Mitigations for all identified impacts are defined by the adopted Mitigation Monitoring Program. All mitigations identified will be implemented as required.

7.10.3 Affordable Housing Guidelines

Within the Specific Plan Area, 140 residential units will be affordable to very low income households. Also, 140 residential units will be affordable to low income households, and 112 residential units will be affordable to moderate income households. In addition, the developer of the residential units within Planning District H shall be required to pay the applicable affordable housing in lieu fee for each residential unit constructed. The above numbers may also be increased by the application of a density bonus pursuant to City Ordinance. Any subsequent development that increases residential units above 3,043 through a Specific Plan Amendment must provide a minimum of 15% of those units as affordable, **split as 5% Very Low Income, 5% Low Income, and 5% Moderate Income.**

7.10.4 Residential Unit Mix within Residential Very High Districts

Within the Residential Very High portions of Districts B, C and D, the number of residential units collectively will be limited to up to 1025 units and by the bedroom unit type. The maximum number of units per bedroom unit types are as follows:

Studio Units	108
One Bedroom Units	504
Two Bedroom Units	363
Three Bedroom Units	50

If a development is proposed that would require an increase in the maximum number of a specific unit type or types, a corresponding decrease in another unit type or types will be required, utilizing a conversion rate of 1.18 persons per bedroom. The Master Developer and TMP will monitor the unit type mix of the Residential Very High portions of Districts B, C and D to insure that the maximum overall unit count and bedroom unit types are not exceeded.

7.11 TEMPORARY USES

7.11.1 Temporary Use - Defined

A “temporary use” is one which occupies a parcel of land for a period of more than one hour within a twenty-four-hour period, but less than the maximum time limits set forth herein and which does not utilize any permanent structures except as otherwise permitted herein.

7.11.2 Temporary Use - Permitted

No uses listed in this section shall be conducted unless a temporary use permit or special use permit authorizing such a use has been approved.

The following temporary uses which are further defined in the City Code, may be permitted subject to the granting of a temporary use permit in accordance with the provisions of this article:

(a) Residential Land Use Districts, or property for which a residential use has been approved:

- (1) Construction signs, defined as a sign stating the names of those individuals or firms

directly connected with the construction project. Said sign may include the name of the city in which the business is located and emergency phone numbers.

- (2) Sales or rental offices (used only for the sale or rental of residential properties which are part of a project containing five or more contiguous lots or units, said offices to be located on or immediately adjacent to the site of the project and as further regulated by section 7.11.8).
- (3) Sub-division model homes and related facilities.
- (4) Sub-division signs.
- (5) Temporary construction yards and offices (used only in conjunction with development of uses permitted by the applicable land use district, said offices and yards to be located on or immediately adjacent to the site of the development. One adult caretaker may be present during nonconstruction hours).
- (6) Youth, charitable or nonprofit organization projects.
- (7) Other temporary uses, which the development services director has determined to be compatible with the land use district and surrounding land uses.

(b) Commercial and Office Land Use Districts:

- (1) Those temporary uses listed in section 7.11.1 (a).
- (2) Christmas tree lots.
- (3) Grand opening signs, banners and other similar temporary signage excluding balloons and other inflatables.
- (4) Auctions.
- (5) Outdoor carnivals, circuses and rodeos.
- (6) Outdoor concerts.
- (7) Other outdoor shows.
- (8) Outdoor religious revival meetings.

RIVER PARK SPECIFIC PLAN

April 12, 2005



prepared for RiverPark Development, LLC by AC Martin Partners with

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Lanes or Lane Streets: See *Alleys*

Live/Work Unit: A building type as defined in Section 2 which allows retail or commercial use on the ground floor of a residential unit in residential neighborhoods. The ground floor of such a unit is often used for a home business, as an artist studio or a workshop. Refer to Section 4. As defined by “City of Oxnard Mixed Use Development Policy”.

Live/ Work Use: Residential premises used for the transaction of business or the supply of professional services. Home occupation shall include the following: agent, architect, artist, broker, consultant, dentist, doctor, draftsman, dressmaker, engineer, interior decorator, lawyer, notary public, teacher, or other similar occupations, as determined by the DAC or the City of Oxnard Mixed Use Development Policy. Such use shall not simultaneously employ more than two persons. The total gross area of the home occupation use shall not exceed 30 percent of the gross square footage of the residential unit.

Lot: The individual land area on which a single family detached unit is located.

Major Deviation: A deviation from numerical standards of the Specific Plan by more than 15%.

Master Developer: The Specific Plan requires that a Master Developer entity (or two Master Developers, one for residential and one for commercial development) assume the primary responsibility for implementing the project according to and in conformance with the design intent of the Specific Plan and related documents until all development parcels are built out.

The Specific Plan requires that, following adoption of the Specific Plan, Master Developer responsibilities include, but are not limited to: installing backbone road and utilities infrastructure, providing public open space, selecting Builder/Developers, monitoring the allocation and maximum number of units within and among Planning Districts, and monitoring the total number of dwelling units to assure that they do not exceed the maximum of 4,068 established by the Specific Plan.

Media Niche: An architectural projection commonly used to house media cabinets and equipment in a residential application. Media niches must be

combined with other architectural features such as a fireplace chimney. The media niche portion of a projection shall not exceed 6’ in length parallel to the structural envelope of the building.

Minor Deviation: A deviation from numerical standards of the Specific Plan up to 15%.

Multi-Family: Dwelling units grouped within a building and sharing a street entrance with other dwelling units. Maximum density is 80 d.u. per acre.

Net Acreage: The area of a site within its property lines. Distinguished from **Gross Acreage**. **Note that Net Acreage should be used when determining residential density (unit count per acreage).**

Paseo: An outdoor, uncovered pedestrian walkway in commercial and residential areas which lead from the rear to the front of the property. This walkway is attractively landscaped, hardscaped and lighted in a manner to maximize safety and security as well as to encourage pedestrian use.

Pedestrian Lighting: Lighting primarily designed to illuminate pedestrian pathways including sidewalks. Distinguished from street lighting that is primarily designed to illuminate streets.

Permitted (or By-Right) Uses: Specific Plan land uses which require review and approval by the Development Services Manager/Planning Manager. Distinguished from “Specially Permitted” land uses which require review and approval by the Oxnard Planning Commission and a Special Use Permit.

Planning Commission: The City of Oxnard Planning Commission.

Planning District: One of thirteen designated areas of the RiverPark Specific Plan, labeled “A” through “M.” Each Planning District has distinct land uses, environmental character and development requirements. Planning District boundaries and characteristics are defined in Section 2.

Private Street: A street, as distinguished from a lane or alley, which is located within a development provided by a Builder/Developer on private land. A private street is generally used for on-site circulation.

Product Type: The basic unit of residential development. Each product type has associated de-

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



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velopment requirements such as lot dimensions, building envelope, building orientation and use, service requirements and parking requirements. The RiverPark Specific Plan defines residential product types in Section 4. The location of these product types is defined in the residential regulatory plans in Section 4.

Project: The construction, addition or structural alteration of commercial, residential or institutional buildings and related facilities, or a change of use, within the Specific Plan Area by a Builder/Developer.

Refers to specific development projects on parcels within RiverPark, as distinguished from RiverPark as a whole. A project does not include permits for electrical, mechanical, plumbing, demolition or similar permits; certain fences or walls, signs, minor grading permits, reconstruction of a building damaged or destroyed by fire, flood, wind, earthquake or other calamity or act of nature or the public enemy, and any construction for which a building permit is required in order to comply with a public safety order.

The term sometimes refers to RiverPark as a whole. Context should indicate which meaning is intended.

Project Plan: The design for each project which is submitted to the City of Oxnard by a Builder/Developer during the Project Review and Approval Process.

Project Review and Approval Process: The Process defined in Section 7 by which a Builder/Developer obtains from the City the permits required to construct a development project. This process includes review by the Master Developer and the City for conformance of the Project Plan of each development with the Specific Plan and related documents.

Public Realm; Public Open Spaces: Areas of RiverPark other than those sold to Builders/Developers for private development. These include all landscaped open spaces, parks, circulation corridors for motor vehicles, pedestrians, and bicycles (public rights-of-way), storm water and water runoff control facilities. The setback areas of private development parcels between the building and public access street are

also considered part of the public realm. See also "Street Space."

Public Right-of-Way: Areas within RiverPark designated for pedestrian and/or vehicular circulation with associated utilities and streetscape improvements. This land cannot be sold to Builders/Developers.

Regulations: Generic term for rules governing development in all public and private areas of the RiverPark Specific Plan Area. Includes guidelines and standards.

Residential: Premises used primarily for human habitation. Units shall not be less than 450 square feet in net area.

Residential: Low-Medium: A land use category allowing dwellings at 8-12 dwelling units per gross acre. Permitted building types are single-family detached.

Residential: Medium: A land use category allowing dwellings at 12-18 dwelling units per gross acre. Permitted building types are single-family and multi-family attached or detached.

Residential: High: A land use category allowing dwellings at 18-30 dwelling units per gross acre. Permitted building types are single-family and multi-family attached or detached.

Residential: Very High: A land use category allowing dwellings at 30-80 dwelling units per gross acre. Permitted building types are multi-family attached.

Residential Uses: Refers to the residential land use categories: Residential: Low-Medium (Single-Family); Residential: Medium (Townhouses); and Residential: High (Multi-Family Residential); **Residential: Very High (Urban Apartments).**

RiverPark "A": RiverPark "A" consists of all of the Specific Plan area south of Garonne Street. This area includes commercial, office, hotel/convention and residential uses.

RiverPark "B": RiverPark "B" refers to the Specific Plan area north of Garonne Street. This area is devoted primarily to residential communities with parks, schools and water control facilities including water storage recharge basins.

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for RiverPark Development, LLC by AC Martin Partners with

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CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 20-630-01 (SPECIFIC PLAN AMENDMENT NO. 7 TO THE RIVERPARK SPECIFIC PLAN) TO AMEND THE LAND USE PLAN AND TEXT WITHIN THE RIVERPARK SPECIFIC PLAN TO ALLOW RESIDENTIAL DEVELOPMENT IN DISTRICTS B AND C IN EXCHANGE FOR A REDUCTION OF COMMERCIAL SQUARE FOOTAGE AND CERTIFYING ADDENDUM NO. 15 TO FINAL ENVIRONMENTAL IMPACT REPORT NO. 00-03 FOR THE RIVERPARK SPECIFIC PLAN, GENERALLY LOCATED NORTH OF THE VENTURA FREEWAY (HIGHWAY 101), WEST OF EAST VINEYARD AVENUE, EAST OF THE SANTA CLARA RIVER, AND SOUTH OF CENTRAL AVENUE. FILED BY ANN WALSH OF SHEA PROPERTIES, 2751 PARK VIEW COURT, SUITE 261, OXNARD, CA 93036.

WHEREAS, on September 10, 2002 the City Council approved the entitlements for The RiverPark Specific Plan to guide future development on the 702-acre project site; and

WHEREAS, the City Council approved the first amendment request (PZ 02-630-05) on October 22, 2002, which amended the Specific Plan to include regulations for temporary uses; and

WHEREAS, the City Council approved the second amendment request (PZ 03-630-03) on July 27, 2004, allowing a minor change in the land use designation on a small parcel from Open Space to Commercial; and

WHEREAS, the City Council approved the third amendment request (PZ 09-630-09) on April 14, 2009, allowing a freeway-oriented pylon sign subject to approval of a Design Development Review permit (DDR) by the Development Services Director; and

WHEREAS, the City Council approved the fourth amendment (PZ 10-630-02) on June 14, 2011, and allowing three freeway oriented monument signs subject to approval of a DDR, and an electronic digital display panel for the pylon sign, subject to subsequent approval of a Special Use Permit; and

WHEREAS, the City Council approved the fifth amendment (PZ 09-630-03) on June 5, 2012, which increased the maximum number of dwelling units from 2,805 to 3,043 units, and reduced the maximum amount of commercial development from 2,485,000 to 2,098,000 square feet; and

WHEREAS, the City Council approved the sixth amendment (PZ 18-630-01) on February 19, 2019, to amend the text of the RiverPark Specific Plan to allow two (2) monument signs in Planning Districts B and C in the specific plan area, subject to subsequent approval of a Development Design Review Permit; and

WHEREAS, the Planning Commission of the City of Oxnard has considered the proposed map and text amendment to Pages i, 1.1, 1.6, 2.1, 2.9, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, 2.20, 2.21, 2.22, 2.23, 2.26, 2.27, 2.28, 2.29, 2.30, 2.31, 3.1, 3.4, 4.2, 4.5, 4.32, 6.5, 6.6, 7.5, 7.6,

7.18, 7.19, 8.3, and 8.4; and Exhibits 2.B, 2.C, 2.D, 2.I, 2.J, 3.A, 3.B, and 3.C of The RiverPark Specific Plan to introduce a new high density land use designation within Planning Districts B, C, and D (Residential: Very High (30-80 units/acre)); create a new development type (Apartments - Urban); revise planning area boundaries; update the Land Use Table; and update exhibits for consistency with proposed changes. The new land use designation will be applied in combination with the existing Commercial: Regional land use. This will allow for the option to develop up to 1,025 additional residential units under the RiverPark Specific Plan, in exchange for a reduction of up to approximately 562,457 square feet of non-residential development potential in accordance with specified development scenarios, as identified in the RiverPark Specific Plan within the project area (herein referred to as the **“Project”**); and

WHEREAS, in July 2002 the City Council certified Final Environmental Impact Report (FEIR) No. 2000-03 (State Clearinghouse No. 2000051046) and adopted a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The RiverPark Specific Plan and the anticipated build out of the 702-acre specific plan site. The FEIR No. 00-03 found four areas of significant impacts (Earth Resources-Mineral Resources, Water Quality, Agricultural Resources, and Cultural Resources-Historical Resources); and

WHEREAS, an EIR Addendum was prepared to summarize the site specific technical clarifications with respect to the following impact analysis areas associated with the proposed SPA and Development Agreement Amendment (DAA) Land Use, Aesthetic, Earth Resources, Biological Resources, Water Resources, Transportation and Circulation, Agricultural Resources, Air Quality, Noise, Public Schools, Fire Protection, Police Protection, Parks and Recreation, Solid Waste Management, Library Services, Stormwater Drainage, Water Supply and Distribution, Wastewater Service, Entergy, Cultural Resources, Hazards, Wildfire, and Tribal Cultural Resources. The EIR Addendum concluded that no additional significant impacts were identified in Addendum No. 15 prepared for this Project, nor would the Project substantially increase the severity of previously anticipated significant impacts. No additional mitigation measures are required; and

WHEREAS, on December 16, 2021, the Planning Commission of the City of Oxnard (**“Planning Commission”**) conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for Specific Plan Amendment No. 7 (PZ 20-630-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, on December 16, 2021, the Planning Commission reviewed all of the information provided in the staff report and considered the testimony given at the public hearing, including all written communications to the Planning Commission, as well as other pertinent information and deliberated the merits of the Project. The Planning Commission voted to amend staff's recommended action to remove the Residential: Very High land use from District D of the RiverPark Specific Plan and not allow additional housing in District D, subject to the preparation of a written amended resolution to be considered at the Planning Commission meeting on January 13, 2022; and

WHEREAS, the Planning Commission found, after due study, deliberation and a duly noticed public hearing on January 13, 2022, and received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, and that the project, as amended, meets the criteria set out in Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the Planning Commission adopted Resolution 2022-03 recommending that the City Council approve Planning & Zoning Permit No. 20-630-01 (Specific Plan Amendment) as revised; and

WHEREAS, on March 15, 2022, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider the request to approve Planning and Zoning Permit No. 20-630-01 (Specific Plan Amendment), both as originally proposed by the Applicant (to include the Residential: Very High land use in Districts B, C and D of the RiverPark Specific Plan and allow additional housing in Districts B, C and D), and as recommended by the Planning Commission, in accordance with the OCC; and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, pursuant to CEQA Guidelines §15164, the City Council considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project; and

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, the City Council has determined that minor changes are proposed to the project for which an FEIR were previously certified; and that an Addendum is the appropriate environmental document to evaluate the minor changes in the Project, and has prepared an Addendum thereto because the proposed changes to the original Specific Plan and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts. The City Council has determined that there is no substantial evidence that the Project would result in new or substantially more severe impacts than those identified in FEIR No. 00-03. Rather, all of the impacts associated with the Project are within the envelope of impacts addressed in the Certified FEIR and do not constitute a new or substantially increased significant impact. Accordingly, none of the conditions that trigger the need to prepare a subsequent Environmental Impact Report pursuant to CEQA Guidelines § 15162 would occur; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As initially outlined in Section 6(b) and Attachment F of the Planning Commission Staff report dated December 16, 2021, and with the removal of the Residential: Very High land use from District D of the RiverPark Specific Plan Amendment, the proposed Specific Plan Text and Map Amendment is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;

2. As initially outlined in Section 6(c) of the Planning Commission Staff report dated December 16, 2021, and with the removal of the Residential: Very High land use from District D of the RiverPark Specific Plan Amendment, the proposed Specific Plan Text and Map Amendment is a logical refinement and internally consistent with the adopted RiverPark Specific Plan;
3. As determined in the Addendum to FEIR No. 00-03, the proposed Specific Plan Text and Map Amendments will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare; and
4. As initially outlined in Section 6(c - g) of the Planning Commission Staff report dated December 16, 2021, and with the removal of the Residential: Very High land use from District D of the RiverPark Specific Plan Amendment, the proposed RiverPark Specific Plan Amendment conforms to adopted City standards and constitutes good City planning; and

WHEREAS, the Applicant agrees that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this Ordinance that were part of the approval process.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby ordain as follows:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Riverpark Specific Plan Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Riverpark Specific Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Riverpark Specific Plan Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the proposed RiverPark Specific Plan Amendment is the best use for the subject project site.

SECTION 6. The City Council determines that the RiverPark Specific Plan Amendment is

in the best interests and welfare of the City and its residents.

SECTION 7. In approving this ordinance for the RiverPark Specific Plan Amendment, the City Council finds and determines the project is in compliance with the California Environmental Quality Act because Addendum No. 15 to FEIR No. 00-03, and Subsequent Addendums was considered by the Planning Commission at the public hearing for the RiverPark Specific Plan Amendment and Development Agreement Amendment. The Addendum to the FEIR No. 00-03 was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the FEIR are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent environmental impact report pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the FEIR No. 00-03 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance; and

SECTION 9. Planning and Zoning Permit No. 20-630-01 (Specific Plan Amendment No. 7 to RiverPark Specific Plan) is approved in accordance with the Planning Commission's recommendation to amend Sections Pages i, 1.1, 2.1, 2.9, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, 2.20, 2.21, 2.22, 2.23, 2.26, 2.27, 2.28, 2.29, 2.30, 2.31, 3.1, 3.4, 4.2, 4.5, 4.32, 6.5, 6.6, 7.5, 7.6, 7.18, 7.19, 8.3, and 8.4; and Exhibits 2.B, 2.C, 2.D, 2.I, 2.J, 3.A, 3.B, and 3.C of The RiverPark Specific Plan to introduce a new high density land use designation within Planning Districts B and C (Residential: Very High (30-80 units/acre)); create a new development type (Apartments - Urban); revise planning area boundaries; update the Land Use Table; and update exhibits for consistency with proposed changes. The new land use designation will be applied in combination with the existing Commercial: Regional land use. This will allow for the option to develop up to 613 additional residential units under the RiverPark Specific Plan, in exchange for a reduction of up to approximately 336,377 square feet of non-residential development potential in accordance with specified development scenarios, as identified in the RiverPark Specific Plan, subject to mitigations listed in FEIR No. 00-03 for The RiverPark Specific Plan (all amendments as identified within Exhibit A).

SECTION 10. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 11. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a

Ordinance No. _____
RiverPark Specific Plan Amendment No. 7 (PZ 20-630-01)
City Council Hearing Date: March 15, 2022
Page 6 of 7

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 _____, 20__, and finally adopted on _____, 20__ to become effective thirty days thereafter.

PASSED AND ADOPTED this ____ day of _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

ATTEST:

Rose Chaparro, City Clerk

John C. Zaragoza, Mayor

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Ordinance No. _____
RiverPark Specific Plan Amendment No. 7 (PZ 20-630-01)
City Council Hearing Date: March 15, 2022
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EXHIBIT 1

SPECIFIC PLAN AMENDMENT PAGES



final submittal
12/3/2021
District D alternate

AMENDMENT to the RIVERPARK SPECIFIC PLAN

CITY OF OXNARD, CALIFORNIA
SHEA PROPERTIES



<i>Jurisdiction</i>	City of Oxnard
<i>Developer</i>	RiverPark Development, LLC
<i>Project Management</i>	Keller CMS, Inc.
<i>Prime Consultant, Planning and Urban Design</i>	AC Martin Partners, Inc.
<i>Commercial Planning</i>	RTKL
<i>Residential Design Standards</i>	William Hezmalhalch Architects, Inc.
<i>Landscape Architecture</i>	EDSA
<i>Civil Engineering</i>	Huitt-Zollars, Inc.
<i>Wetlands Planning</i>	Integrated Water Resources, Inc.
<i>Traffic Planning and Engineering</i>	Crain and Associates
<i>Reclamation</i>	Fugro West, Inc.
<i>Natural Factors</i>	BioResource Consultants
<i>Legal</i>	Colantuono, Levin and Rozell, APC

RiverPark Specific Plan ***2021 Amendment***

*incorporating Specific Plan Amendments and
errata items and Minor Modification through December 3, 2021
District D alternate*

Update prepared by
the City of Oxnard
Di Cecco Architecture, Inc.
Meridian Consultants
Gibson Traffic Engineers

RIVERPARK SPECIFIC PLAN

April 12, 2005



prepared for RiverPark Development, LLC by AC Martin Partners with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

1.1	PROJECT SUMMARY
1.2	PURPOSE OF THE SPECIFIC PLAN
1.3	LEGAL ASPECTS
1.4	COMMUNITY SETTING
1.5	PROPOSED LAND USE, OPEN SPACE AND UTILITIES
1.6	ORGANIZATION OF THE SPECIFIC PLAN

1.1 PROJECT SUMMARY

RiverPark is a 702-acre new community located at the northeast portion of the intersection of the Ventura Freeway and the Santa Clara River in southern Ventura County, California (Exhibits 1.A and 1.B).

RiverPark development objectives are derived from the physical, demographic and market environment of the Specific Plan Area, identified development needs and potentials, and the provisions of the City of Oxnard's 2020 General Plan. Based on completed market studies, build-out is anticipated in ten to fifteen years.

RiverPark has been carefully planned as a master-planned, mixed-use community with a strong sense of place. It is intended to foster social cohesion, minimize energy use, and encourage pedestrian activity. All aspects of RiverPark are designed to achieve these ends.

- Each of RiverPark's thirteen Planning Districts will have its own character and identity, yet each will contribute to creating RiverPark as a cohesive community.
- The project includes the facilities needed by a complete community: residential neighborhoods, regional and neighborhood retail centers, a hotel, elementary and secondary schools, and a complete system of parks and play fields.
- These facilities are linked by a project-wide open space, pedestrian and vehicle circulation and utility network.
- The site plan and circulation network are designed and coordinated to invite and maximize pedestrian use. This is achieved by providing mixed land uses within walkable distances and linking them with attractive pedestrian corridors and public transit.

- The core of the community, its residential neighborhoods, can incorporate up to **3,656** single-family and multi-family units in a wide variety of detached and attached product types. The variety, character and quality of these neighborhoods will reflect the character and history of Oxnard and fulfill the intentions of the City of Oxnard 2020 General Plan. Affordable housing will be provided per 7.10.3 of this Specific Plan.
- Up to 2,098,000 square feet of retail, hotel/convention and office uses, supported by convenient parking as well as the local and regional commercial markets, will serve RiverPark's neighborhoods.
- Community and publicly-oriented facilities will include three schools, a number of passive and active parks of varying sizes, and sites which can be used by public entities such as religious institutions and recreational centers.
- The landscape will be a rich and attractive open space environment. All of RiverPark's open space areas, including its circulation corridors, are planned as embracing, inviting environments supporting pedestrian use, social interaction, recreation and play.
- The landscape plays a critical environmental role by preserving attractive viewsheds, creating vistas, providing comfortable microclimates, establishing visual identity, buffering noise and unattractive views, and creating privacy. The landscape will also preserve areas of unique visual, historic and natural value on the site.
- A new storm water control system accommodates flows from within and outside the property. The existing sand and gravel pits and related surface facilities will be reclaimed and remediated to ensure protection of surface water and ground water quality.

2.1	INTRODUCTION
2.2	LAND USE CONCEPT
2.3	PROJECT BOUNDARIES AND PLANNING DISTRICTS
2.4	LAND USES
2.5	DEVELOPMENT CONTROLS

2.1 INTRODUCTION

The Land Use Master Plan is the basic coordinating master plan of this document and establishes some of the key development requirements.

This Section defines RiverPark's land use concept and Specific Plan Area boundaries. It then defines the boundaries of the thirteen Planning Districts which together comprise the Specific Plan Area. For each of these Planning Districts, Section 2 then defines allowable development in terms of parameters including: Permitted and Specially Permitted land uses, location of land uses, maximum allowable commercial square footage, the maximum number of dwelling units for the Project as a whole, and the allowable range of dwelling units and allowable uses within each Planning District.

2.2 LAND USE CONCEPT

2.2.1 Summary

The RiverPark Project provides a complete and balanced mix of residential, commercial, entertainment and open space uses serving a broad range of local and regional users. Exhibit 2.A, the Illustrative Site Plan, shows a plan view of RiverPark in accordance with the standards of the Specific Plan.

2.2.2 Land Use Concept

2.2.2.1 The Residential Community

Number of Units: Up to **3,656** residential units will be permitted by the Specific Plan. These units will serve the City of Oxnard and the region as a significant new housing resource for people with a broad range of incomes and lifestyles.

Permitted Residential Land Uses: Three categories of permitted residential land uses are defined in the Land Use Plan, Permitted Uses, Exhibit 2.B:

- ❑ Residential: Low-Medium (densities between 8 and 12 dwelling units per gross acre).

- ❑ Residential: Medium (densities between 12 and 18 dwelling units per gross acre).
- ❑ Residential: High (densities between 18 and 30 dwelling units per gross acre).
- ❑ **Residential: Very High (densities between 30 and 80 dwelling units per gross acre).**

The term "gross acre" is defined in Section 8.

Location of Residential Densities: Single-family detached homes in the northern portion of RiverPark (RiverPark "B") transition to multi-unit housing with the greatest density adjacent to the Regional Commercial uses in the southern portion of the Project, RiverPark "A."

Residential Product Types: Within each residential land use category, **seven** product types ranging from single-family detached to multi-family will be allowed, in order to provide a full range of housing opportunities within RiverPark.

Residential Live/Work Units: Optional live/work units are allowed in certain residential product types, permitting small ground floor retail uses or optional live/work units. See Section 4, the Residential Master Plan, for specific requirements. Also refer to the vertical mixed-use Product Type 5-R described in Section 4, which permits residential uses above the ground levels of certain commercial structures.

Residential Neighborhoods: The residential neighborhoods are designed to be walkable, interconnected, mixed-use and transit-supportive.

2.2.2.2 Commercial Uses

Permitted Commercial Land Uses: The Project will incorporate almost 2.2 million square feet of regional and neighborhood-oriented commercial facilities. The four Specific Plan commercial land uses are defined by the Land Use Plan, Permitted Uses, Exhibit 2.B:

- ❑ Commercial: Regional

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012
Modified in
SPA 2012



prepared for RiverPark Development, LLC by AC Martin Partners with

RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

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

Legend

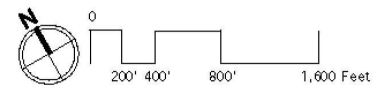
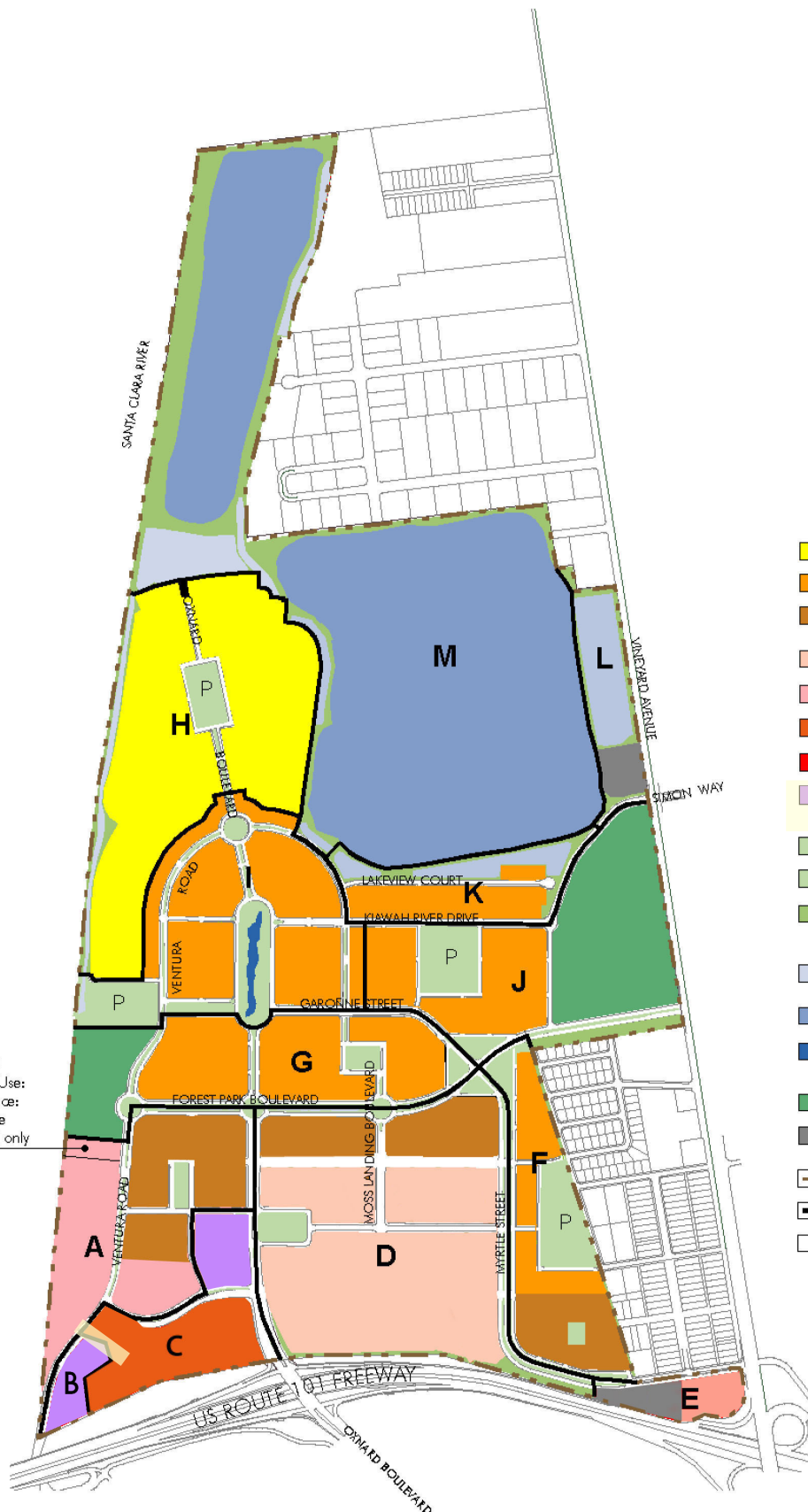
Planning Districts

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

Land Use

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

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



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

LAND USE PLAN: PERMITTED USES

exhibit

2.B

August 27, 2002
update through 3/2012
Modified in
SPA 2015

prepared for RiverPark Development, LLC by AC Martin Partners with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

Legend

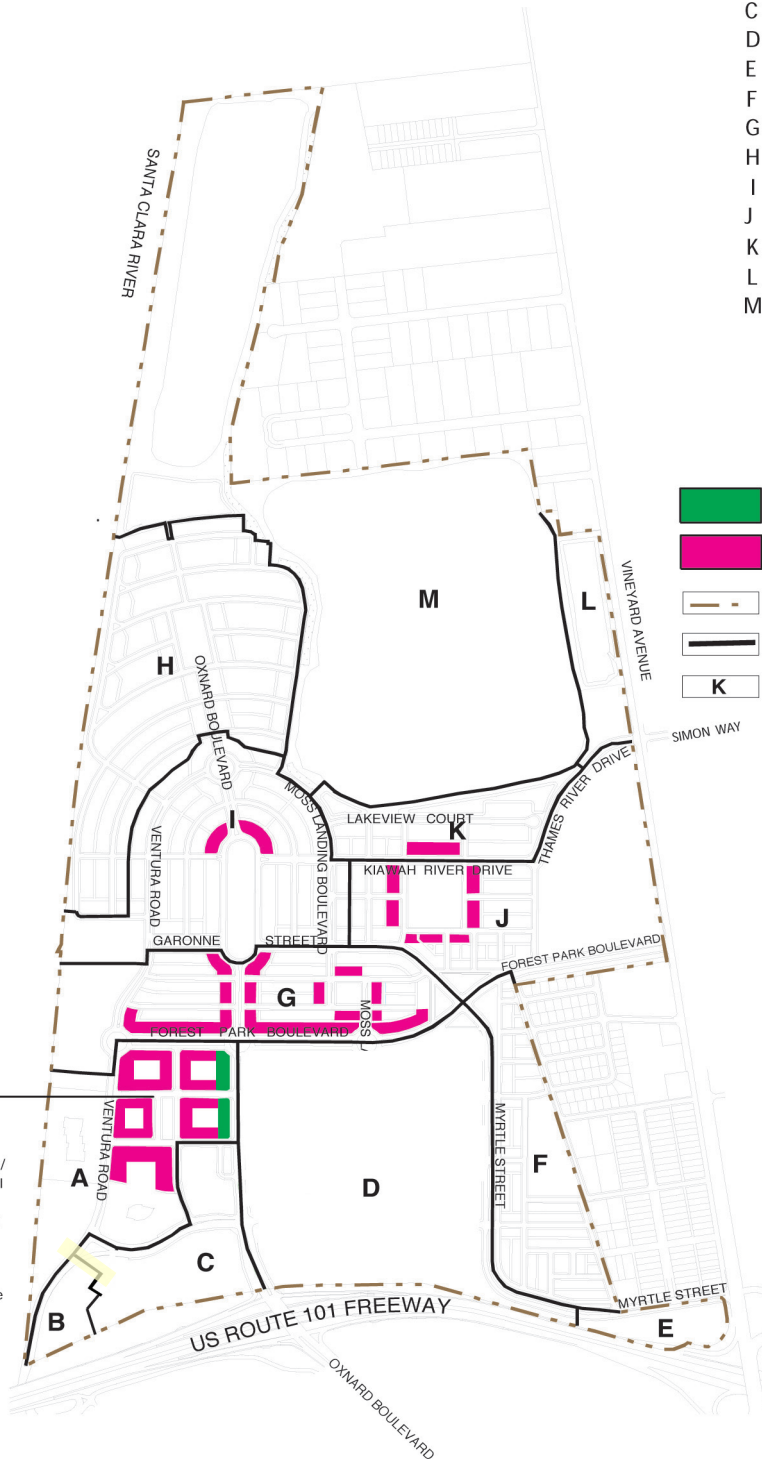
Planning Districts

- A Mixed Use /Office District
- B West Peripheral Commercial District
- C West Corridor Commercial District
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- J RiverPark Mews Neighborhood District
- K Lakeside Neighborhood District
- L Public Facility District
- M Water Storage/Recharge Basins & Storm Water Control District

Unit Designations

- Vertical Mixed Use only
- Live/Work or Vertical Mixed Use
- Specific Plan Area
- Planning District Boundary
- K Planning District Designation

Notes:
Development Option "A" illustrated. Live/Work or Vertical Mixed Use permitted in all residential locations of Development Option "B". See sub. section 2.5.2.1



0 200' 400' 800' 1,600 Feet

LAND USE PLAN: PERMITTED VERTICAL MIXED USE AND LIVE/WORK USES

August 27, 2002 Land Use Plan Date: February 14, 2002

prepared for **RiverPark Development, LLC** by **AC Martin Partners** with
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RIVERPARK
exhibit

2.C

RIVERPARK LAND USE PLAN:
SPECIALLY PERMITTED USES
Land Use Plan Date: July 26, 2011

Legend

Planning Districts

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

Land Use

Residential: Medium (12-18 DU/gross acre)

Specific Plan Area

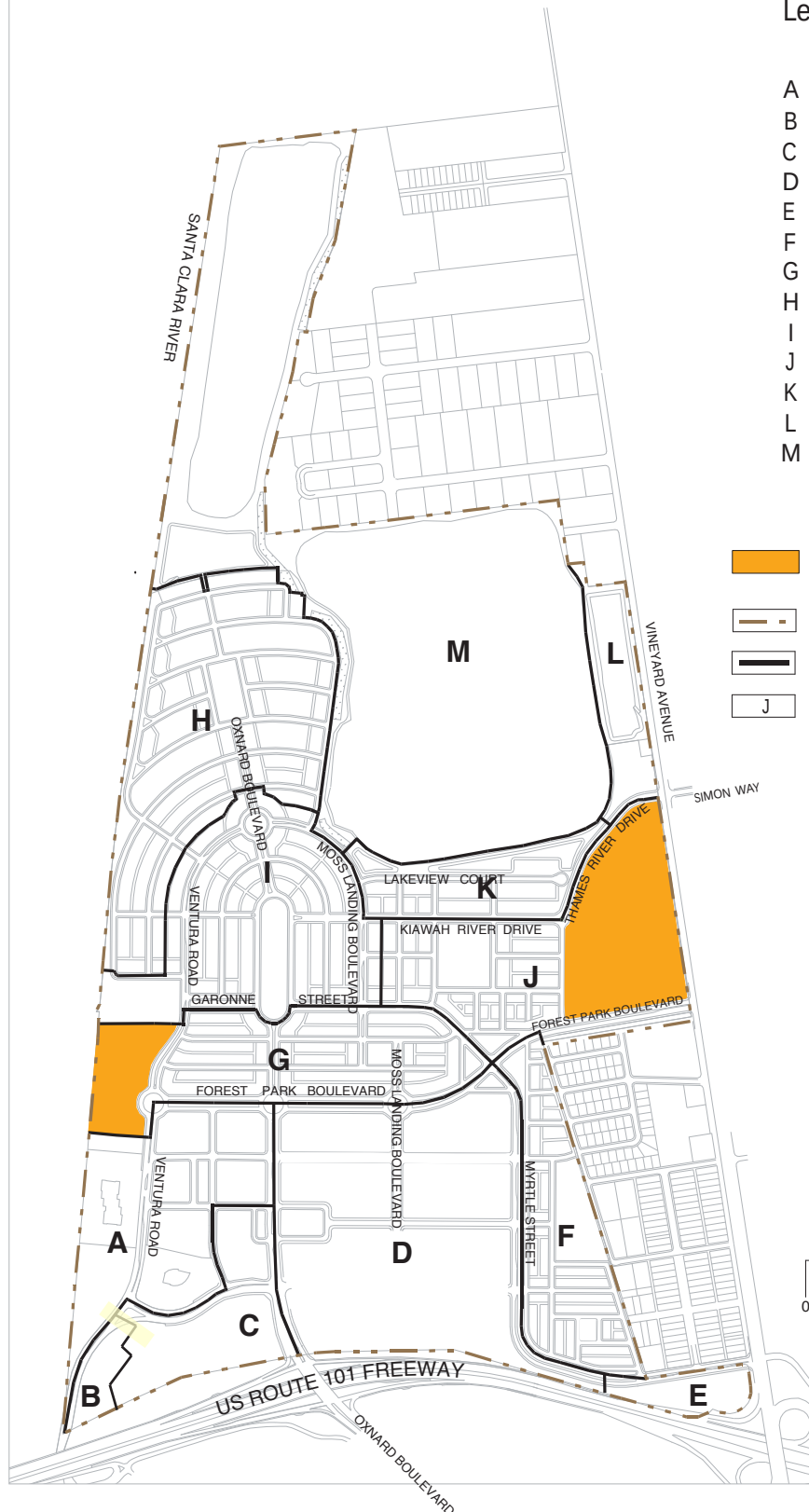
Planning District Boundary

J Planning District Designation

Notes:

Planning District G & J : Residential: Medium use for an area designated on the Land Use Plan: Permitted Uses for Schools/Community Park in Planning Districts G & J can only be applied for after the Rio School District submits a letter indicating that it does not want to purchase or utilize the land.

Civic Assembly uses are considered Specially Permitted Uses which may be located within any of the Planning Districts except Planning District M.



Land Use Plan Date:
February 14, 2002
update through 3/2012

SPAI 2010

LAND USE PLAN: SPECIALLY PERMITTED USES

prepared for RiverPark Development, LLC by AC Martin Partners with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

RIVERPARK
exhibit

2.D

LEGEND

Planning Districts

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



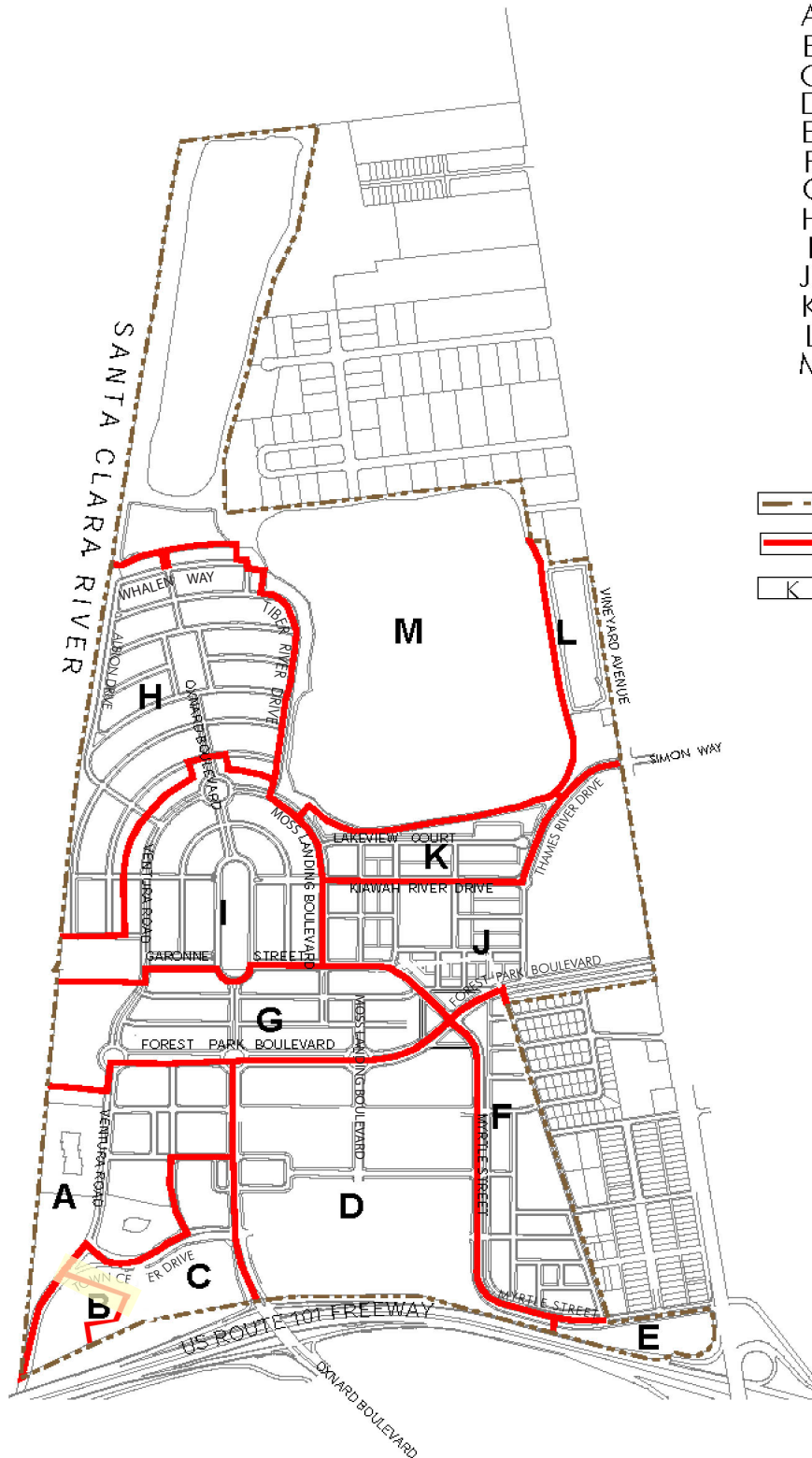
Specific Plan Area



Planning District Boundary



Planning District Designation



PLANNING DISTRICT DESIGNATION

August 27, 2002

update through 3/2012 prepared for RiverPark Development, LLC by AC Martin Partners with

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Revised per Errata to include development adjustments through 3/12/2012 and Minor Mod dated 3/13/12 / See notes at bottom of this page

Planning District	Land Use	Gross Acreage ¹	Max Commercial KSF Allowable for Each Planning District	Allowable Dwelling Unit Range For Each Planning District ⁷
A	Mixed Use/Office District			
	MIXED USE RESIDENTIAL: HIGH ³	21.1	0	317-440
	COMMERCIAL: OFFICE Remaining parcels designated Commercial: Office	15.4 9.3	115 341	115 0
COMMERCIAL:OFFICE/opt. OPEN SPACE:PARK SPACE OPEN SPACE: MISCELLANEOUS; DRY SWALES / DETENTION BASINS Subtotals Planning District A ¹⁰				
		0.4	NA	NA
		47.5	456	317-440
B	West Peripheral Commercial District			
	option: COMMERCIAL: REGIONAL ¹¹ option: RESIDENTIAL: VERY HIGH ^{11,12}	5.5	104	300-333 300-333
	Subtotals Planning District B	5.5	104	300-333
C	West Corridor Commercial District			
	COMMERCIAL: REGIONAL ⁹	24	120	
	COMMERCIAL-HOTEL ⁹		158	
D	Town Square Commercial District			
	option: COMMERCIAL: REGIONAL ¹¹ option: RESIDENTIAL: VERY HIGH ^{11,12}		200	250-280
	OPEN SPACE: PARK SPACE Subtotals Planning District C	0.6 24.6	NA 478	NA 250-280
E	East Peripheral Commercial District			
	COMMERCIAL: REGIONAL PUBLIC FACILITIES	7.5 1.4	110 NA	
	Subtotals Planning District E	8.9	110	NA
F	Vineyards Neighborhood District			
	RESIDENTIAL: HIGH ³	12.3	NA	140-310
	RESIDENTIAL: MEDIUM ³	15.5	0 ⁸	150-172
G	Village Square Neighborhood District			
	OPEN SPACE: PARK SPACE OPEN SPACE: NEIGHBORHOOD PARK OPEN SPACE: LANDSCAPE BUFFER Subtotals Planning District F	2.1 7.4 0.6 37.9	NA NA 0	290-482
H	RiverPark Crescent Neighborhood District			
	RESIDENTIAL: MEDIUM ³	37.6	0 ⁸	325-425
	OPEN SPACE: PARK SPACE OPEN SPACE: MISCELLANEOUS; DRY SWALES/ DETENTION BASINS SCHOOLS / COMMUNITY PARK ^{2,4,5} Subtotals Planning District G	2.8 1.2 11.4 53.0	NA NA 0	325-425
I	RiverPark Loop Neighborhood District			
	RESIDENTIAL: MEDIUM ³	43.0	0 ⁸	375-510
	OPEN SPACE: PARK SPACE OPEN SPACE: NEIGHBORHOOD PARKS OPEN SPACE: MISCELLANEOUS; WATER FEATURE Subtotals Planning District I	6.6 5.8 1.4 56.8	NA NA 0	375-510
J	RiverPark Mews Neighborhood District			
	RESIDENTIAL: MEDIUM ³	21.0	0 ⁸	220-310
	OPEN SPACE: PARK SPACE OPEN SPACE: NEIGHBORHOOD PARKS OPEN SPACE: LANDSCAPE BUFFER SCHOOLS / COMMUNITY PARK ^{2,4,5} Subtotals Planning District J	1.4 6.1 2.5 30.4 61.4	NA NA NA 0	220-310
K	Lakeside Neighborhood District			
	RESIDENTIAL: MEDIUM ³	10.5	0 ⁸	70-98
	OPEN SPACE: MISCELLANEOUS; DRY SWALES/ DETENTION BASINS Subtotals Planning District K	8.0 18.5	NA 0	70-98
L	Public Facility District			
	PUBLIC FACILITIES	2.5	NA	
	OPEN SPACE: MISCELLANEOUS; DRY SWALES/ DETENTION BASINS Subtotals Planning District L	11.1 13.6	NA 0	NA
M	Water Storage / Recharge Basins and Storm Water Control District			
	OPEN SPACE: MISCELLANEOUS: WATER STORAGE / RECHARGE BASINS	168.6	NA	
	OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS OPEN SPACE: LANDSCAPE BUFFER Subtotals Planning District M TOTALS FOR SPECIFIC PLAN AREA	19.3 14.0 201.9 0	NA NA 0	NA
Total acreage within Specific Plan Area: 701.9 acres Maximum dwelling units allowed within Specific Plan Area: 3,656 du Maximum commercial KSF allowed within Specific Plan Area: 2,089 ksf				

¹ Gross acreage is measured to centerline of bounding streets and / or to the Project Boundary

² Net school site area in Planning District J = 27.3 acres; Net school site area in Planning District G = 10.0 Acres

³ Vertical Mixed Uses and / or Live/Work units are permitted in portions of this District as defined in Specific Plan Sections 2, 3, 4 and Exhibit 2.C

⁴ Specially Permitted Uses are allowed in portions of this area as defined in Specific Plan Section2 (Land Use)

⁵ Specially Permitted Land Uses for sites designated for Schools/Community Park land use can only be applied for after the Re School District submits a letter indicating that it does not want to purchase or utilize the land.

⁶ Allocation of residential units among Planning Districts is subject to ongoing monitoring by the Master Developer. Total dwelling units cannot exceed 3,656 units

⁷ Density range provides flexibility in allocating residential units within and between Planning Districts. Lower range is a suggested minimum. Upper end of range is regulated through monitoring by Master Developer per note 6 to assure that the total dwelling units within RiverPark does not exceed 3,656

⁸ Ground Level Commercial and/or Live/Work use

Refer to Specific Plan Sections 2, 3, and 4 for detailed descriptions of Permitted and Specially Permitted land uses and development standards. This Land Use Summary (Exhibit 2.J) and Exhibits 2.B and 2.C indicate Permitted (by right) uses only. See Section 2 and Exhibit 2.D for Specially Permitted Uses.

⁹ Hotel number of rooms is 320 total with corresponding 272k sf, decreased per SPA to 158k sf

¹⁰Subtotals reflect Development Option A, chosen per page 4.5 of the Specific Plan

¹¹ Commercial or residential development is allowed as options, but not both. Residential development is also regulated by 7.10.4

¹² Suggested maximums per District. Can be exceeded by up to 15% (per 7.5.3) in Districts B, C, as long as total units do not exceed 613 in those Districts

2.5.2.1 PLANNING DISTRICT **A**: Mixed-Use/Office District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
MIXED-USE			
Development Option A: All Residential (option chosen)			
RESIDENTIAL: HIGH	21.1	0	317-440
Development Option B: Commercial/Residential (NA)			
COMMERCIAL: OFFICE	14.4	NA	na
RESIDENTIAL: HIGH	6.7	NA	NA
COMMERCIAL: OFFICE			
Parcels with Existing Offices	15.4	115	na
Remaining Parcels Designated Commercial	9.3	341	na
COMMERCIAL: OFFICE OR OPEN SPACE: PARK SPACE	1.3	0	na
OPEN SPACE: MISCELLANEOUS	0.4	na	na
Dry Swales/Detention Basins			
Planning District A Totals Opt. A	47.5 acres	456 KSF	317-440 units
Planning District A Totals Opt. B	47.5 acres	NA KSF	100-150 units

Note:

* See following "Allowed Uses" table for Specially Permitted uses.

RIVERPARK SPECIFIC PLAN

April 12, 2005
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RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

2.5.2.1 PLANNING DISTRICT **A**: Mixed-Use/Office District**ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE***

<i>Permitted Land Use</i>	<i>Allowed Use</i>
COMMERCIAL: OFFICE	Professional and administrative offices, including medical, dental, attorneys, engineers, architects, insurance, real estate and other offices not engaged in merchandizing of goods or products.
	Laboratories when incidental to medical, dental and similar uses.
	Banks; savings and loan associations and other financial institutions.
	Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies. These uses are intended to principally serve the building occupants.
	Pharmacies primarily engaged in the merchandizing of pharmaceuticals and medical supplies.
	On-sale and off-sale alcohol*
	Similar uses as determined acceptable by the Director of the Development Services Department of the City of Oxnard.
RESIDENTIAL: HIGH**	Multi-family units
OPEN SPACE: PARK SPACE	Park
OPEN SPACE: MISCELLANEOUS	
Dry Swales/Detention Basins	Dry Swales/Detention Basins

Notes:

* Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) and On-Sale and Off-Sale Alcohol use are allowed subject to granting of a Specially Permitted Use Permit based on conditions identified in Section 7.

** Vertical Mixed-Use Overlay: Refer to Section 4.

2.5.2.2 PLANNING DISTRICT **B**: West Peripheral Commercial District

Location: Planning District B lies in the southwest corner of the RiverPark Project site. It is bordered by the Ventura Freeway to the south and the Santa Clara River levee to the west. It is adjacent to Planning District A (Mixed-Use/Office District) and Planning District C (West Corridor Commercial District). The 5.5-acre District is easily accessed from the Ventura Freeway due to the reconstruction of the Santa Clara River bridge crossing including an improved off-ramp and a widened tunnel under the US Route 101 Freeway. Oxnard Boulevard, Ventura Road and Town Center Drive provide surface street access to the Planning District. A landscaped buffer and Caltrans detention basin (not within the Specific Plan Area) separate the buildable sites from the freeway. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: This Planning District permits **Residential: Very High** and Commercial: Regional land use. The Specific Plan accommodates up to **333 residential units or as an alternate, if the residential units are not constructed**, 104,000 square feet of retail uses including offices, retail uses and food service facilities. **Residential buildings up to six stories or** commercial buildings up to two stories may be constructed, with retail and office uses. The allowable uses will benefit the most from their proximity to the freeway.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: No

Optional Live/Work Units: No

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District B:

- ☐ Section 3: Commercial Master Plan
- ☐ **Section 4: Residential Master Plan**
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan
- ☐ Section 7: Implementation

2.5.2.2 PLANNING DISTRICT **B**: West Peripheral Commercial District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
alternate: RESIDENTIAL: VERY HIGH ***			300-333
alternate: COMMERCIAL: REGIONAL ***	5.5	104	
<i>Planning District B Totals</i>	5.5 acres	104** KSF	300-333 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: VERY HIGH	Multifamily Residential
COMMERCIAL: REGIONAL	Freestanding restaurants; restaurants involving any drive-in or drive-through facilities.
	On-sale and off-sale alcohol*
	Banks; savings and loan associations and other financial institutions.
	Pharmacies primarily engaged in the merchandizing of pharmaceuticals and medical supplies.
	Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies.
	Office uses.
	Similar uses as determined acceptable by Director of the Development Services Department of the City of Oxnard.

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) and On-Sale and Off-Sale Alcohol is allowed subject to granting of a Specially Permitted Use Permit based on conditions identified in Section 7.
- ** Maximum square footage figures based on surface parking only. No parking structures are assumed.
- *** Development can be either residential OR commercial but not both.

2.5.2.3 PLANNING DISTRICT C: West Corridor Commercial District

Location: Planning District C is a 24.6-acre site located near the southwestern corner of RiverPark. It is accessed from Oxnard Boulevard to the east and the Ventura Freeway to the south. Occupying a key public location, it is adjacent to Planning District A (Mixed-Use/Office District), Planning District B (West Peripheral Commercial District), and Planning District D (Town Square Commercial District). For the boundaries and location of the Planning District, refer to Exhibit 2.B, Land Use Plan: Permitted Uses and Exhibit 2.I.

Permitted Land Use: The Permitted Land Uses are **Residential: Very High** and Commercial: Regional, Commercial: Hotel and Open Space: Park Space. The RiverPark Specific Plan allows up to **120,000** square feet of retail uses including offices, retail uses and food service facilities. The Hotel can be up to **158,000** square feet. **In addition, up to 280 residential units are allowed, or as an alternate, 200,000 square feet of retail commercial uses are allowed if the residential units are not constructed, for a total of 478,000 s.f. of allowable commercial development within the District.** Buildings up to **six** stories may be constructed, with **residential** retail, office and hotel uses. The allowable uses will benefit the most from their proximity to the freeway.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: No

Optional Live/Work Units: No

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District C:

- ☐ Section 3: Commercial District Master Plan
- ☐ **Section 4: Residential Master Plan**
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan
- ☐ Section 7: Specific Plan Implementation

2.5.2.3 PLANNING DISTRICT C: West Corridor Commercial District

LAND USE SUMMARY*

Permitted Land Use	Gross Acreage	Max KSF Allowable	Allowed DU Range
alternate: RESIDENTIAL: VERY HIGH **	24		250-280
alternate: COMMERCIAL: REGIONAL **		200	
COMMERCIAL: REGIONAL		120	
COMMERCIAL: HOTEL		158	
OPEN SPACE: GREEN SPACE	0.6		
Planning District C Totals	24.6 acres	478	250-280 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

Permitted Land Use	Allowed Use
RESIDENTIAL: VERY HIGH	Multifamily Residential
COMMERCIAL: REGIONAL	Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies, intended to serve principally the building occupants. Banks; savings and loan associations and other financial institutions. Office Uses On-sale and off-sale alcohol* Similar uses as determined acceptable by Director of the Development Services Department of the City of Oxnard.
COMMERCIAL: HOTEL	Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies. Banks; savings and loan associations and other financial institutions. Hotel Convention facilities including meeting and conference rooms, food service, foyers. On-sale and off-sale alcohol* Similar uses as determined acceptable by Director of the
OPEN SPACE: PARK SPACE	

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) and On-Sale and Off-Sale Alcohol is allowed subject to granting of a Specially Permitted Use Permit based on conditions identified in Section 7.

** Alternate development is residential or commercial but not both

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for RiverPark Development, LLC by AC Martin Partners with

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2.5.2.4 PLANNING DISTRICT **D**: Town Square Commercial District

Location: The 88.4-acre Planning District D is bordered by Forest Park Boulevard to the north, the Ventura Freeway to the south, Myrtle Street to the east and Oxnard Boulevard to the west. The adjacent Planning Districts are: Planning District A (Mixed-Use/Office District), Planning District C (West Corridor Commercial District), Planning District F (Vineyards Neighborhood District) and Planning District G (Village Square Neighborhood District). For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Permitted Land Uses are: Commercial: Regional, Vertical Mixed-Use Overlay, Residential: High, Open Space: Green Space, Open Space: Miscellaneous: Dry Swales/Detention Basins, and Open Space: Landscaped Buffer. This Planning District has two major components: the Retail Center and a Residential_High District

Retail Center: The Retail Center is planned around a Town Square, whose boundaries are defined by two major anchor retail centers and smaller retail and food establishments. Uses will include lifestyle retail, service retail, entertainment and restaurant facilities. The Retail Center extends northward to Forest Park Boulevard through ground floor retail in the residential area of this Planning District.

The central open space in District D, the “Town Square”, is similar in scale and character to that of traditional town plazas. On the east side of Oxnard Boulevard will be a dedicated drop-off area for local and tour buses, queuing, tourist information and a newsstand. Pedestrian and vehicular connections will lead directly to the retail and entertainment area beyond.

A public library storefront, police substation and post office are permitted uses within the Commercial District, ~~as are up to 400 optional live/work dwelling units located above the commercial structures.~~

Residential: High Area: A 15.0 acre Residential: High residential community of between 220 and 512 high-density units is located on the south side of Forest Park Boulevard. These units serve as a transition between the medium density residential units to the north and the commercial facilities to the south.

Specially Permitted Land Use: Yes

~~Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C~~

Optional Live/Work Units: Yes. See Exhibit 2.C

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District D:

- ☐ Section 3: Commercial District Master Plan
- ☐ Section 4: Residential District Master Plan
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan
- ☐ Section 7: Implementation

2.5.2.5 PLANNING DISTRICT **E**: East Peripheral Commercial District

RIVER PARK SPECIFIC PLAN

April 12, 2005
update through 3/2012
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2.5.2.4 PLANNING DISTRICT **D**: Town Square Commercial District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
COMMERCIAL: REGIONAL	68.2	949	na
VERTICAL MIXED USE OVERLAY			0
RESIDENTIAL: HIGH	15	0	320-512
OPEN SPACE: GREEN SPACE	3.5	na	na
OPEN SPACE: MISCELLANEOUS	0.8	na	na
Dry Swales / Detention Basins			
OPEN SPACE: LANDSCAPE BUFFER	0.9	na	na
<i>Planning District D Totals</i>	88.4 acres	949 KSF	320-512 units

Notes:

* See following 'Allowed Uses' table for Specially Permitted uses

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controls and implementation information in District E:

- ❑ Section 3: Commercial Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Specific Plan Implementation

2.5.2.6 PLANNING DISTRICT **F**: Vineyards Neighborhood District

Location: The 37.9-acre Planning District F is located in the eastern portion of RiverPark, adjacent to the existing El Rio residential community to the east and Myrtle Street to the west and south. The District is bordered by Planning District D (Town Square Commercial District), Planning District E (East Peripheral Commercial District), Planning District G (Village Square Neighborhood District) and Planning District J (RiverPark Mews Neighborhood District). For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Existing Development: Planning District F is currently in temporary agricultural production.

Permitted Land Use: The Permitted Land Uses are: Residential: High, Residential: Medium, Residential: Low Open Space: Park Space, Open Space: Neighborhood Parks, and Open Space: Landscaped Buffer.

The District incorporates a residential community of up to 150-172 medium-density residential units and 140-310 high-density residential units. An approximately 7.4 acre neighborhood park serves both the Vineyards neighborhood and the existing El Rio West neighborhood adjacent to the east. A second small park is located in the southern, high-density housing area of the Planning District. A continuous landscape buffer separates the Vineyards neighborhood from the El Rio neighborhood and traffic to the north on Forest Park Boulevard.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

Optional Live/Work Units: Yes. See Exhibit 2.C

2.5.2.6 PLANNING DISTRICT **F**: Vineyards Neighborhood District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
RESIDENTIAL: HIGH	12.3	0	140-310
RESIDENTIAL: MEDIUM	15.5	0	150-172
OPEN SPACE: PARK SPACE	2.1	na	na
OPEN SPACE: NEIGHBORHOOD PARKS	7.4	na	na
OPEN SPACE: LANDSCAPED BUFFER	0.6	na	na
Planning District F Totals	37.9 acres	0 KSF	290-482 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: HIGH	Multi-Family Residential
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential
RESIDENTIAL: LOW	Small Lot Single Family
OPEN SPACE: PARK SPACE	Park
OPEN SPACE: NEIGHBORHOOD PARKS	Neighborhood Park
OPEN SPACE: MISCELLANEOUS	Landscaped Buffer

Note:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

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Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information in District F.

- ❑ Section 4: Residential Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Implementation

2.5.2.7 PLANNING DISTRICT **G**: Village Square Neighborhood District

Location: This 53.0 acre Planning District is located in the north-central portion of RiverPark “A.” The District is bordered by Forest Park Boulevard to the south, Garonne Street to the north and the Santa Clara River levee to the west. The Village Square Neighborhood District is adjacent to Planning District A (Mixed-Use/Office District), Planning District D (Town Square Commercial District), Planning District F (Vineyards Neighborhood District), Planning District I (RiverPark Loop Neighborhood District), and Planning District J (RiverPark Mews Neighborhood District). For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Permitted Land Uses are: Residential: High, Residential: Medium, Residential: Low, Open Space: Park Space, Open Space: Neighborhood Parks, and Open Space: Landscaped Buffer. The major uses are distributed as follows:

- ❑ **Residential Community:** The 37.6-acre central and eastern portions of Planning District G allows a range of 325 to 425 Residential: Medium units clustered in three groupings. The eastern two groupings are each focused on a common green space, the 2.1 acre Village Green. The western residential area is served by Windrow Park. The vertical mixed-use overlay in this area permits live/work units and ground level retail.
- ❑ **Elementary School/Community Park:** A neighborhood elementary school (Exhibit 2.K) is located on the 11.4-acre western portion of Planning District G. The school’s playfields are envisioned as a shared community resource.

Specially Permitted Land Use: High-density housing is permitted with a Special Use Permit on the site designated for School/Community Park use. A condition of City approval to construct high-density housing is the submission of a letter from the Rio School District indicating that it does not want to purchase or utilize the land. See notes on following page and Exhibit 2.D.

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

2.5.2.7 PLANNING DISTRICT **G**: Village Square Neighborhood District

LAND USE SUMMARY*

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM	37.6	0**	325-425
OPEN SPACE: PARK SPACE	2.8	na	na
OPEN SPACE: MISCELLANEOUS	1.2	na	na
Dry Swales/Detention Basins			
SCHOOLS/COMMUNITY PARK	11.4	na	na
Specially Permitted Land Use			
RESIDENTIAL: MEDIUM	(11.4)	na	na
Planning District G Totals	53.0 acres	0 KSF	325-425 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential
RESIDENTIAL: LOW	Small Lot Single Family
OPEN SPACE: PARK SPACE	Parks
OPEN SPACE: MISCELLANEOUS	
Dry Swales/Detention Basins	Dry Swales/Detention Basins
	Elementary School
SCHOOLS/COMMUNITY PARK	Community Playfields/Parks
Specially Permitted Land Use	
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential

Note:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

**** Vertical Mixed-Use Overlay: Refer to Section 4.**

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Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District H:

- ❑ Section 4: Residential Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Implementation

2.5.2.9 PLANNING DISTRICT **I**: RiverPark Loop Neighborhood District

Location: The 56.8-acre Planning District I is located in the central portion of the Project in RiverPark “B.” Boundaries include Garonne Street to the south and Moss Landing Boulevard to the East. It is adjacent to Planning District G (Village Square Neighborhood District) to the south, Planning District H (RiverPark Crescent Neighborhood District) to the north, Planning District J (RiverPark Mews Neighborhood District) to the east, Planning District K (Lakeside Neighborhood District) also to the east, and Planning District M (Water Storage/Recharge Basins & Storm Water Control District) to the northeast. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Permitted Uses are: Residential: Medium and Low, Open Space: Park Space, Open Space: Neighborhood Parks, and Open Space: Miscellaneous: Water Feature.

The RiverPark Specific Plan allows a range of from 375 to 510 Residential: Medium and Low Small Lot Single Family units focused on the 6.0-acre Central Park located immediately north of the school site in Planning District G. The 6.4-acre Windrow Neighborhood Park is also a link to the Santa Clara River and its adjacent regional trail.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

2.5.2.9 PLANNING DISTRICT **I**: RiverPark Loop Neighborhood District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM	43.0	0**	375-510
RESIDENTIAL: LOW			
OPEN SPACE: PARK SPACE	6.6	na	na
OPEN SPACE: NEIGHBORHOOD PARKS	5.8	na	na
OPEN SPACE: MISCELLANEOUS: WATER FEATURE	1.4	na	na
Planning District I Totals	56.8 acres	0 KSF	375-510 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM & LOW	Townhouse or Cluster Residential & Small Lot Single Family
OPEN SPACE: PARK SPACE	Park
OPEN SPACE: NEIGHBORHOOD PARKS	Neighborhood Park
OPEN SPACE: MISCELLANEOUS: WATER FEATURE	Water Feature

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

~~** Vertical Mixed-Use Overlay: Refer to Section 4.~~

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Optional Live/Work Units: Yes. See Exhibit 2.C

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District I:

- ☐ Section 4: Residential Master Plan
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan
- ☐ Section 7: Implementation

2.5.2.10 PLANNING DISTRICT **J**: RiverPark Mews Neighborhood District

Location: The 61.4-acre Planning District J is located in the central-eastern portion of the Project within RiverPark “B.” The District is bordered by Kiawah River Drive and Thames River Drive to the north, Garonne Street and Forest Park Boulevard to the south, Vineyard Avenue to the east and Moss Landing Boulevard to the west. Adjacent Planning Districts are Planning District F (Vineyards Neighborhood District) and Planning District G (Village Square Neighborhood District) to the south, Planning District I (RiverPark Loop Neighborhood District) to the west, and Planning District K (Lakeside Neighborhood District) to the north. The existing El Rio neighborhood is adjacent to the south. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Specific Plan incorporates five Permitted Uses: Residential: Medium and Low, Open Space: Park Space, Open Space: Neighborhood Parks, Open Space: Landscaped Buffer, and Schools/Community Park. The Plan allows a range of from 220 to 310 units of Residential: Medium. The 6.1 acre neighborhood park serves as a neighborhood focus.

This District also provides a site for an elementary and middle school (Exhibit 2.L) as well as sports fields that can be shared between the school(s) and the community.

Specially Permitted Land Use: Residential: Medium and Low use may be provided on the portion of the Planning District designated for School/Community Park use. A condition of granting the Specially Permitted Use Permit is the submission of a letter from the Rio School District indicating that it does not want to purchase or utilize the land. See note on following page and Exhibit 2.D.

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

Optional Live/Work Units: Yes. See Exhibit 2.C

2.5.2.10 PLANNING DISTRICT **J**: RiverPark Mews Neighborhood District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM and LOW	21.0	0**	220-310
OPEN SPACE: PARK SPACE	1.4	na	na
OPEN SPACE: NEIGHBORHOOD PARKS	6.1	na	na
OPEN SPACE: LANDSCAPED BUFFER	2.5	na	na
SCHOOLS/COMMUNITY PARK	30.4	na	na
Specially Permitted Land Use			
RESIDENTIAL: MEDIUM	(30.4)	na	na
<i>Planning District J Totals</i>	61.4 acres	0 KSF	220-310 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM and LOW	Townhouse or Cluster Residential, Single Family
OPEN SPACE: PARK SPACE	Parks
OPEN SPACE: NEIGHBORHOOD PARKS	Neighborhood Park
OPEN SPACE: LANDSCAPED BUFFER	Landscaped Buffer
SCHOOLS/COMMUNITY PARK	Elementary School Secondary School Community Playfields/Parks
Specially Permitted Land Use	
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential

Notes:

- * Civic Assembly uses(educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

**** Vertical Mixed-Use Overlay: Refer to Section 4.**

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Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District J:

- ❑ Section 4: Residential Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Implementation

2.5.2.11 PLANNING DISTRICT **K**: Lakeside Neighborhood District

Location: Planning District K comprises 18.5 acres in the central-eastern portion of RiverPark. The District is bordered by Kiawah River Drive to the south and the Brigham-Vickers Water Storage/Recharge Basin to the north, Thames River Drive to the east and Moss Landing Boulevard to the west. The District is surrounded by Planning District I (RiverPark Loop Neighborhood District), Planning District J (RiverPark Mews Neighborhood District), Planning District L (Public Facility District) and Planning District M (Water Storage/Recharge Basins & Storm Water Control District) to the north. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: A range of from 70-98 units of Residential: Medium is permitted. The other use is are 8.0 acres of Open Space: Miscellaneous: Dry Swales/Detention Basins and portions of jogging trails.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

Optional Live/Work Units: Yes. See Exhibit 2.C

2.5.2.11 PLANNING DISTRICT **K**: Lakeside Neighborhood District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM	10.5	0**	70-98
OPEN SPACE: MISCELLANEOUS			
Dry Swales/Detention Basins	8.0	na	na
Planning District K Totals	18.5 acres	0 KSF	70-98 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM	Single-Family Residential
OPEN SPACE: MISCELLANEOUS	
Dry Swales/Detention Basins	Dry Swales/Detention Basins

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

**** Vertical Mixed-Use Overlay: Refer to Section 4.**

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3.1	INTRODUCTION
3.2	COMMERCIAL DEVELOPMENT CONCEPT
3.3	PROJECT-WIDE STANDARDS
3.4	STANDARDS FOR SPECIFIC PLANNING DISTRICTS
3.5	BUILDING TYPE STANDARDS
3.6	SUB-DISTRICT DESIGN CHARACTER
3.7	SUB-DISTRICT DESIGN ELEMENT STANDARDS
3.8	SIGNAGE AND LIGHTING GUIDELINES

3.1 INTRODUCTION

3.1.1 Purpose

This Master Plan contains standards which apply to all commercial uses built within the RiverPark Specific Plan Area, except for those commercial uses within the residential neighborhoods. These are regulated by the Residential Master Plan, Section 4. Basic land uses are established by Section 2. Any regulatory issues not addressed by this Specific Plan shall be governed by City of Oxnard requirements.

3.1.2 Organization of the Commercial Master Plan

Section 3.2 presents the Commercial Development Concept for Planning Districts A through E. Standards applying to all commercial development are described in Section 3.3; Section 3.4 then presents the standards specific to each Planning District. Standards for each commercial building type are located in Section 3.5. The following Sections, 3.6 and 3.7, present the desired design character and design elements for the primary commercial Sub-Districts. Standards for commercial signage and exterior lighting are located in Section 5.9 and 5.10 respectively.

3.1.3 Location of Commercial Land Use Regulations

Regulations for commercial land uses are located in Section 3 and Section 4.

3.1.3.1 Commercial Uses Regulated by the Commercial Master Plan, Section 3

- Planning District A: This Planning District consists of two areas: 1) an area containing parcels with existing office uses as well as vacant parcels designated for Commercial: Office uses; and 2) a sub-district designated for a mixed-use land use. This area has two development options.

Development Option A (see Section 4) allows all residential uses with ground-floor commercial, while Development Option B (illustrated and discussed in this Section) incorporates an office campus with Commercial: Office uses as well as an area along Forest Park Boulevard with Residential: High uses, regulated by Section 4.

- Planning Districts B and E: Peripheral, highway-oriented **residential**, office and retail.
- Planning District C: **Residential, hotel and office and commercial uses** which complements and is a western extension of the central Commercial District. **If residential uses are proposed, standards from Section 4, 7R Urban Apartments shall apply.**
- Planning District D: A central commercial Planning District serving local and regional markets. This area includes a mixed-use retail center with optional live/work housing and offices as a vertical mixed-use overlay. An area designated for Residential: High is located at the northern boundary of the District along Forest Park Boulevard.

3.1.3.2 Commercial Uses Regulated by the Residential Master Plan, Section 4

- Commercial and live/work uses within RiverPark residential neighborhoods are allowed on the ground floors of certain residential uses. Standards for commercial uses in these planning districts are contained in the Residential Master Plan, Section 4. Locations of these uses are shown by Exhibit 2.C.

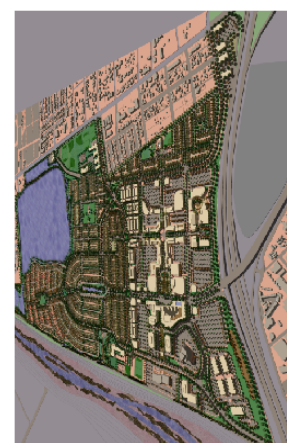
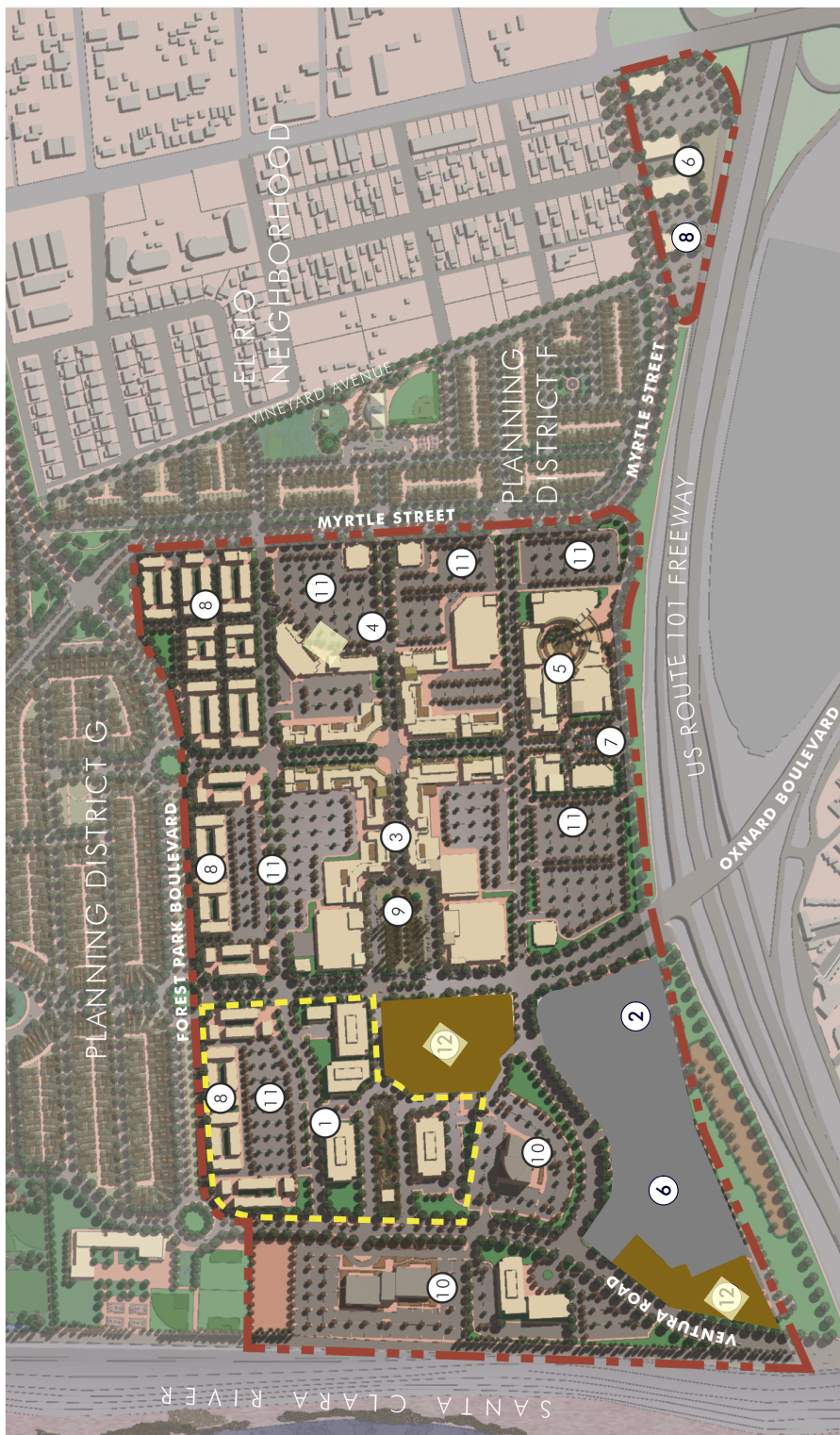
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⑦ Roadside Market Pavilion

⑧ Residential

⑨ Town Square

⑩ Office Zone

⑪ Parking Field

⑫ Residential, Office or Retail

Commercial District Boundary

Mixed Use Area

Legend

① Mixed-Use Development Option B:
Commercial/Residential
see Section 4 for Development Option A

② Hotel

③ Retail/Entertainment/Restaurants

④ Neighborhood Commercial

⑤ Food and Wine Venue/ Farmers' Market

⑥ Retail/Office

COMMERCIAL DISTRICT ILLUSTRATIVE MASTER PLAN



August 27, 2002

Modified in
SPA 2015

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COMMERCIAL SUB-DISTRICTS

August 27, 2002
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and trails, street striping, and “eyes on the street” provided by the compact residential and commercial development.

- ❑ **Parking:** The parking standards defined by this Specific Plan for each use shall be met by attractive, convenient, well landscaped and lighted, and safe parking areas. Three parking strategies shall be used in the commercial areas of RiverPark: shared parking fields, dedicated parking lots, and dedicated residential parking in Planning Districts A and D. See Section 6 for the Parking Master Plan.
- ❑ **Parking Structures:** Where parking structures are provided:
 - Parking structures should be sited to avoid obstructing the public view and casting shadows on ground-floor pedestrian-oriented uses.
 - The maximum allowable height for above-grade parking structure shall be limited to forty-five (45) feet to the top floor level, measured from grade. **Parking structures wrapped by buildings on at least 3 sides maximum height shall be 7 stories or ninety (90) feet.**
 - Vehicle access should not be located along pedestrian-oriented frontages. Wherever possible, access should be via service roads, alleys, and street frontages that do not contain pedestrian-oriented uses.
 - Where possible, the ground level of parking structures along public streets and paseos should include active pedestrian uses, entrances, and arcades. Active pedestrian uses may include, but are not limited to restaurants, ready-to-eat food sales, retail sales and personal services.
 - Consideration should be given to building permitted uses, such as retail and office, directly attached or “laminated” to the parking structure. These are distinguished from incorporating uses on the ground floor of a parking structure. This “laminating” of the parking structure with other uses will help to integrate the parking structure with the

overall development.

- Parking structures which primarily serve a building or group of buildings in a development shall be compatible in architectural design, scale and materials with the architecture of the served building(s).
- Ramps, cars and sources of artificial lighting shall be minimally visible from public ways and open spaces.
- ❑ **Signage and Lighting:** Signage and lighting standards are located in Section 5.
- ❑ **Mechanical Equipment Screening:** All mechanical equipment must be screened from public view using screening devices consistent with the adjacent architectural design.

3.4 STANDARDS FOR SPECIFIC PLANNING DISTRICTS

3.4.1 Standards Exclusive to Planning District A

- ❑ **Allowed Development Options:** Planning District A contains Office: Commercial and an area designated as mixed-use (Exhibit 2.B). Within the mixed-use area, two alternate mix of uses are allowed: Development Option A: All Residential and Development Option B: Commercial/Residential. Both options are illustrated in Section 2. The requirements for Development Option A and the residential product types in Planning District D are included in Section 4. The requirements for Development Option B (see plan in this Section) follow. Note that the parcel and road layout within the mixed-use portion of Planning District A differs according to the development option chosen.
- ❑ **Location of Streets Open Space and Land Uses:** Development Option B requires the location of streets and open space, as well as the distribution of land uses, as shown in the following graphic; Development Option B Commercial Residential.
- ❑ **Residential Land Use and Product Types:** The Permitted residential land use is Residential:

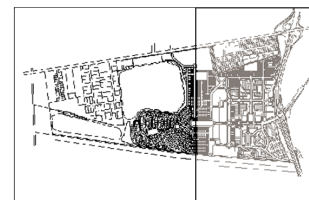
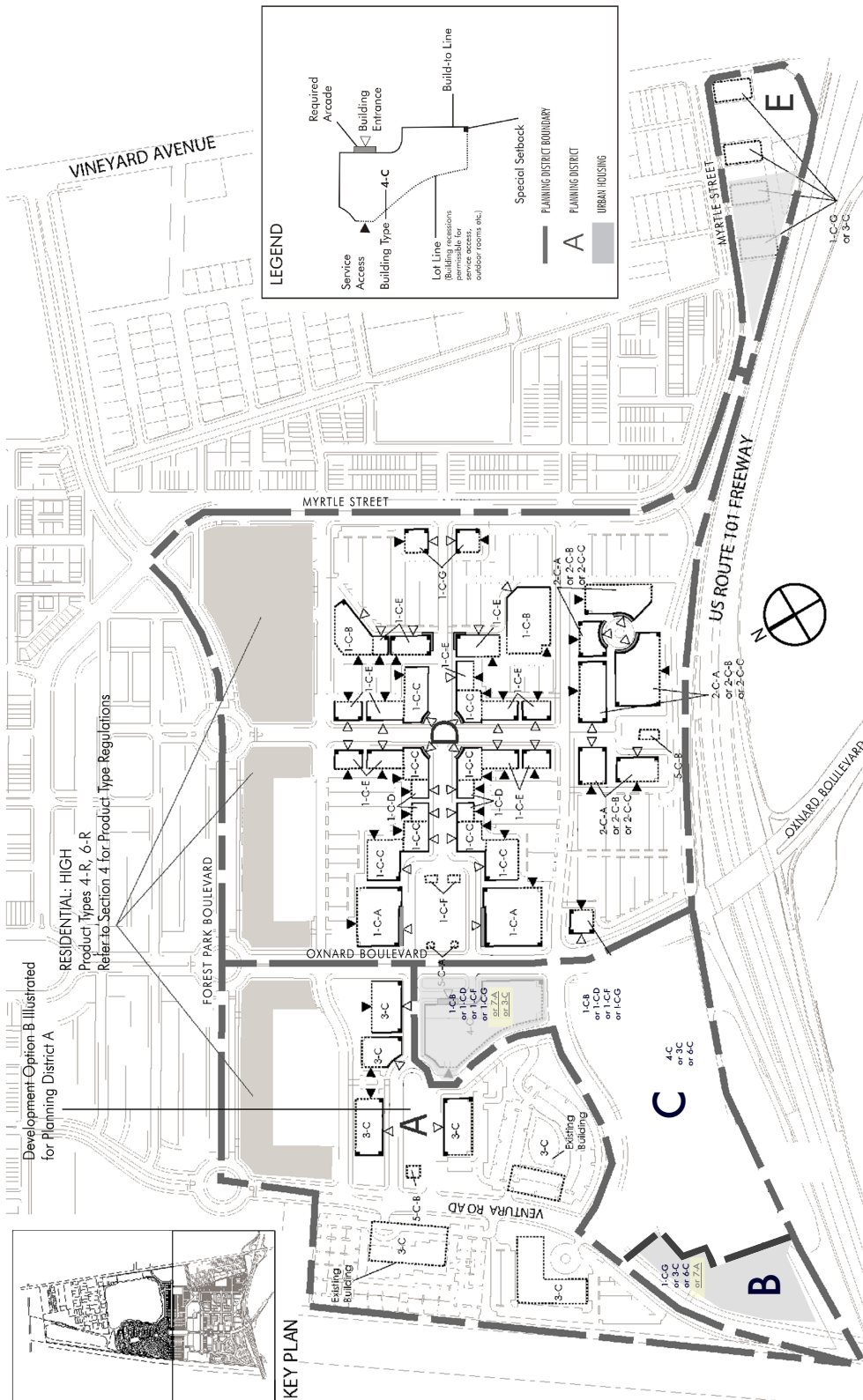
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Development Option B Illustrated
for Planning District A

RESIDENTIAL: HIGH
Product Types 4-R, 6-R
Refer to Section 4 for Product Type Regulations

KEY PLAN

Type 7-A: Residential - type 7R building type

Type 2-C-C: Food & Wine Pavilion / Office Building

Type 3-C: Office Building

Type 4-C: Hotel w/ Ground Floor Retail

Type 1-C-G: Drive Thru

Type 2-C-A: Food & Wine Multi-Story

Type 2-C-B: Food & Wine Demo Factory / Outlet Store

Type 1-C-D: In-Line Retail

Type 1-C-E: In-Line Retail w/ Upper Story Office

Type 1-C-F: Pad Restaurant / Retail

Type 1-C-A: Large Pad Multi-Story Anchor

Type 1-C-B: Large Pad Retail

Type 1-C-C: Multi-Story Mini-Anchor

Type 5-C-A: Stand Alone Kiosk

Type 5-C-B: Civic Kiosk

Type 6-C: Outparcel Commercial

COMMERCIAL REGULATORY PLAN

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all destinations. They should be narrow to the extent possible, and spatially defined by buildings, trees and lighting, and should discourage high-speed traffic to increase the safety and enjoyment of the pedestrians.

- Whenever possible, the natural terrain, drainage and vegetation should be preserved. Superior examples of existing vegetation should be contained within parks or greenbelts.
- The design of private lots, including the buildings and all related appurtenances, should be well integrated into a memorable neighborhood pattern, reflecting the rich and diverse history of regional building traditions.
- The design features of the fronts of residential structures should relate the house to the street, which is intended as an important space for fostering communication and community. The design and location of stoops and porches as well as the location of living rooms and other more public spaces is particularly important. See the following graphic.

The residential neighborhoods are organized into Planning Districts, each with distinctive centers, edges, open spaces and urban and architectural design characteristics. Any necessary interpretations of the intent of the regulations herein shall be based on the neighborhood planning principles listed above.

The Regulating Plan, or alternate Regulating Plans, for each Planning District define the blocks and lots within which specific Product Types may be constructed. It is through this planning strategy that harmonious streetscapes and unique neighborhood character are ensured.

4.2.3 Location of Residential Uses

Exclusively or primarily residential land uses are located in the six Planning Districts illustrated in Exhibit 2.I:

- Planning District F: Vineyards Neighborhood District.
- Planning District G: Village Square Neighborhood District.

- Planning District H: RiverPark Crescent Neighborhood District.
- Planning District I: RiverPark Loop Neighborhood District.
- Planning District J: RiverPark Mews Neighborhood District.
- Planning District K: Lakeside Neighborhood District.

Housing is also designated as a permitted use in the following Planning Districts:

- Planning District A: Mixed-Use/Office District.
- Planning District D: Town Square Commercial District.
- **Planning District B: West Peripheral Commercial District.**
- **Planning District C: West Corridor Commercial District.**

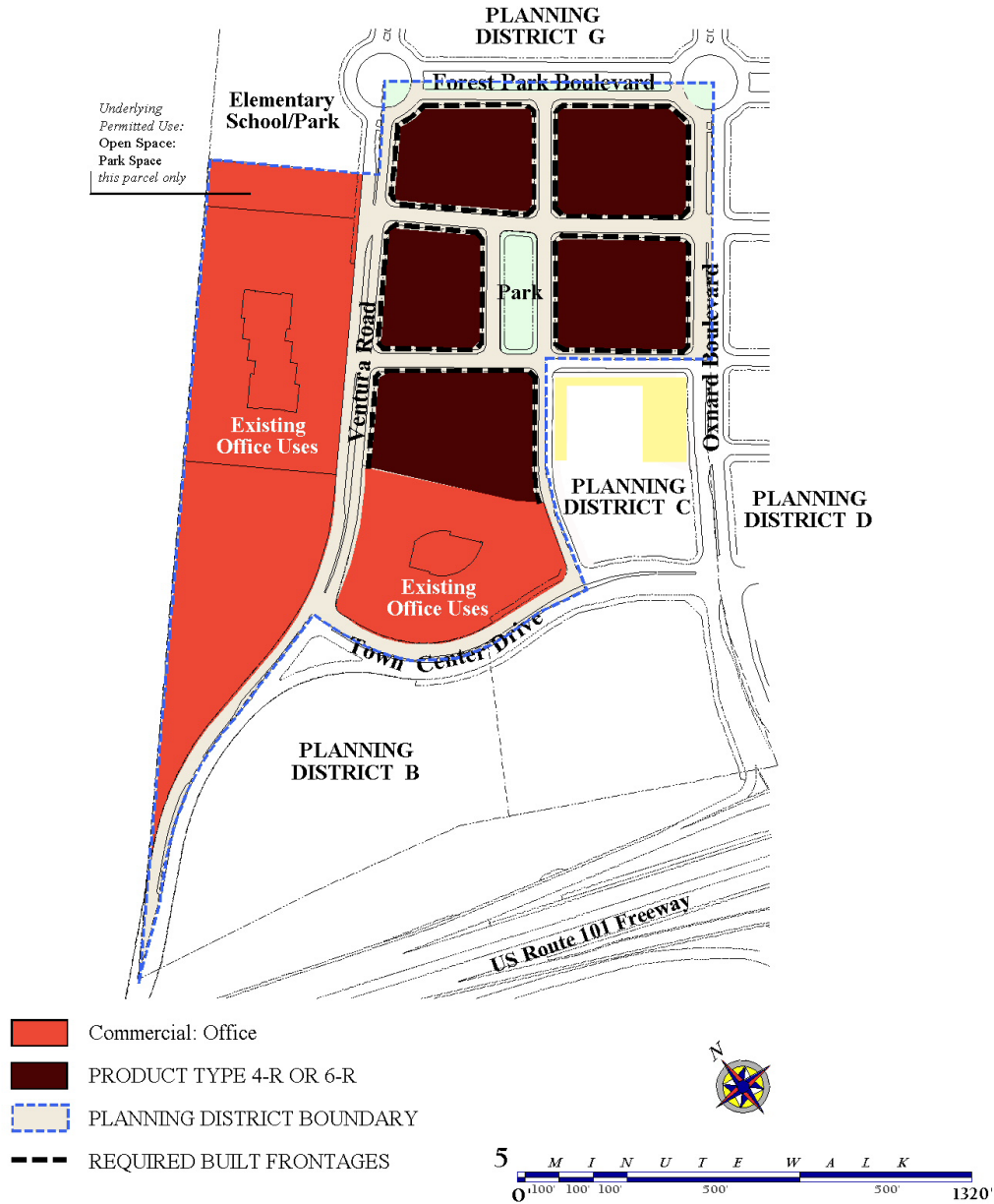
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Note:

See Section 3 for additional land use, development and design standards for Planning District A.

Development option "B" is described in Section 3 of the Specific Plan.

Buildings per the requirements of this section shall front the street along at least 70% of these frontages. Any frontages with parking lots that are visible from the street shall be screened with walls or continuous hedges between 30" and 48" in height (streetwalls) built at the building setback line.

Planning District A: Mixed Use/Office District
Regulating Plan Diagram for Development Option A: All Residential

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7-R Apartments - Urban**Lot Frontage**

Lots front the public street

Lot Area Min. 20,000 s.f.

Lot Width Min. 100'

Building Envelope

Lot Coverage 90% max.,
not including porches and stoops

Building Height
90' maximum

Setbacks

Front Min. 5'

Side Min. 5'

Rear Min. 5'

Permitted Encroachments

Porches: Max. 5'

Eaves: Max 5'

Balconies: Max. 5'

Building Orientation and Use

- Buildings uses shall be in accordance with the Regulating Plan. See Section 2 for land use types.
- **Service Requirements**
- Access to parking shall be from a common drives shared with adjacent lots, or by drives within the lot spaced not more than 250' on center.
- Access to trash collection, dry utility meters and other service functions shall be within the areas designated for parking or within the block and not visible from the street.

Parking and Open Space Requirements

- Each dwelling unit shall be provided with at least 1 on-site parking space. Units with 2 bedrooms shall be provided with 1½ spaces, and units with 3 or more bedrooms shall be provided with 2 spaces. These parking requirements are inclusive of guest parking. For affordable housing, parking will be governed by State Code.
- Surface parking lots that are visible from the street shall be screened by landscaping.
- Parking may be located in in a podium, a wrapped parking structure or subterranean. Distance from an entrance to a parking structure to a residential entrance shall be 300' maximum.
- A Parking Management Plan (PMP) describing parking counts, onsite and curbside parking management and enforcement practices will be required for all apartment projects. The PMP shall be approved by the City Traffic Engineer. The PMP may allow shared parking arrangements with adjacent uses or districts.
- Curbside parking may be used to partially satisfy the requirement for guest parking which cannot be met on site, when and where possible based on the Parking Management Plan.
- Secure mail and parcel delivery provisions shall be included, coordinated with Oxnard Police Department (OPD).
- Long term and short term bicycle storage per the city's Bicycle Master Plan shall be provided to meet residential unit storage requirements.
- Common and private open space combined shall be a minimum of 20% of the area of the lot, and can be yards or courts at grade, roof decks, or individual or common balconies. Balconies, if provided, must be a minimum 6' x 8' in size. All other common exterior open spaces must be a minimum of 15' in width. Location of these spaces should be designed so that all units have reasonable access to some form of open space. Common space alone shall be a minimum of 10% of lot area, and amenities shall be provided, including at least one of the following: Swimming pool, spa, sports court, BBQ and picnic facility, recreation room, or exercise course and stations. Interior common spaces can count toward this requirement if recreational amenities are provided.

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another in the commercial district. This parking overview function is realized by implementing a parking management plan for each development project, as described later in this Section.

- ❑ **On-Street Parking:** To facilitate the project as a pedestrian-oriented, mixed-use district, the plan allows a carefully-controlled disposition of on-street parking to meet a limited proportion of the parking requirement. This inclusion of the on-street parking for visitors and customers—both by calculation and by design—is crucial to the success of any mixed-use, pedestrian-oriented district. The hallmark of pedestrian-oriented development is that front doors of businesses and residences face the public street, which cannot function unless visitors and customers are actually using those doors—thus the parking must be on the street. The on-street parking, located in the immediate vicinity of the use the parking serves, is also governed by a project-specific parking management plan.

6.2.5.2 Specific Regulations

❑ Parking Requirements for Mixed-Use Neighborhoods

The mixed-use neighborhoods (Planning Districts A, G, I, J, and K shown in Exhibit 2.C) which surround the commercial core of RiverPark (Planning Sub-Districts B, C and D) utilize off-street parking for residents and a combination of on-street and off-street parking for visitors and customers depending on the specific location and building type used. The parking requirements for these neighborhoods are defined for each permitted building type in Section 4 of this Specific Plan.

For blocks where both commercial and residential uses are proposed by a Builder/Developer, a Parking Master Plan must be prepared. This plan will be evaluated as part of the Design Review Process to assure that the required parking is available and that shared parking is utilized when possible to avoid an oversupply of parking lots. The Development Services Director/ Planning Manager when determining that the availability of visitor and customer parking is likely to change over time, may require that a Parking Management Plan be prepared and implemented for the block(s) in question.

❑ Commercial Area Parking

- Commercial area parking in Planning Districts A through E will fulfill the minimum off-street parking requirements of this Specific Plan and will provide the parking required for a viable and successful commercial center.
- Shared parking will be allowed where appropriate, particularly in the commercial districts (Planning Districts A through E) and the parking areas behind mixed-use residential building types 4-R and 5-R
- The parking requirement may be accommodated by a combination of lot parking, as well as street parking near the business the parking serves, or on another site by way of a shared parking proposal approved initially by the Master Developer and then by the City of Oxnard Development Advisory Committee and the Development Services Director/ Planning Manager.
- **Where residential uses are proposed as alternates within commercial districts, the residential portion of the required parking must be met independently of any shared parking arrangement.**

Exhibit 6.D illustrates a potential parking scenario for the primarily commercial Planning Districts A through E. It should be understood that the parking locations shown by this graphic are potential locations which support only one of many development scenarios which may actually be built. The actual locations will have to be approved on a case-by-case basis, as specific development projects with their accompanying parking management plans are submitted for review.

❑ Parking Management Plan

A Parking Management Plan must be incorporated in the submission for any commercial development in Planning Districts A through E. The plan shall identify a system for managing on- and off-street parking to ensure that it will be available for visitors and customers.

The Parking Management Plan must address the entire block in which a development is located,

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is available, and that shared parking is utilized when possible to avoid an oversupply of parking lots. The plan must take into account the change in parking demand over time as development proceeds.

- 2) A system for managing on-street parking to ensure that it will be available for visitors and customers. Management techniques may include time limits or other measures to prevent the on-street parking being used up by residents or employees of businesses, who must park off-street.
- 3) Standards for the location and phasing of parking structures should sufficient at-grade parking not be available in the future.

❑ Parking Space Size

Full size parking spaces shall be a minimum of 9'x 19'. **Parking may overhang per OMC 16-636 (B & C). Parking drive aisles shall be a minimum of 25' wide. Driveway approaches shall be a minimum of 22' wide and a maximum of 31' wide for pedestrian safety.** The Master Developer will work with the City to assure that the distribution of spaces will best serve parking demand.

❑ Commercial Parking Ratios

Off-street parking shall be provided in accordance with City standards. A land use and its required parking shall be located within the same Planning District.

In case of a conflict between any provisions of this Plan and the Oxnard Zoning Ordinance, the provisions of this Plan shall govern. In matters on which this Plan is silent, the Oxnard Zoning Code shall govern. In the case of conflicts between the provisions of this plan and the Uniform Building Code (UBC), the UBC shall govern.

6.2.6 Public Transportation

The RiverPark development is designed to encourage maximum use of public transportation as an alternative and supplement to the use of private automobiles.

The term “public transportation” is used here as a

general term. It refers to the standard services provided by Oxnard’s public bus operator as well as other bus services, local shuttles, taxis, “dial-a-bus,” airport shuttles and other services which operate in the area now and in the future.

Regardless of the specific service or mode, increasing the use of public transportation is an essential element in meeting local and regional planning objectives, addressing air quality concerns, as well as improving the quality of life for all. It is also essential for those individuals who are transit-dependent.

Several features of the Specific Plan encourages the use of public transportation:

- ❑ Ensuring that development will be in the form of complete, mixed-use neighborhoods with an interconnected network of pedestrian-oriented streets, such that the use of transit for travel to, from and within the District is both pleasant and likely.
- ❑ Providing a street network within the community that facilitates the efficient movement of public transportation vehicles throughout the development.
- ❑ Providing direct linkages to key local and regional arteries, namely Oxnard Boulevard and Vineyard Avenue.
- ❑ Providing a road system design that ensures safe and efficient transit stops.

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needed to link RiverPark to the City of Oxnard and to support most anticipated residential, commercial and office development within RiverPark Areas “A” and “B.” Work is anticipated to incorporate: a) the remediation program for the mining pits in RiverPark “B” and construction of all water storage/recharge basin and storm water control facilities; b) construction of the Phase One backbone infrastructure including roads and utilities; c) grading of RiverPark “A” to create required drainage and building pads; and d) construction of related landscape improvements including Town Square and entry monuments.

Timely completion of the State Route 1/US Route 101 Freeway interchange by Caltrans is critical to the development of RiverPark “A” and the completion of Phase One. This interchange will connect the existing Oxnard Boulevard north across the Ventura Freeway to RiverPark, as well as provide direct access from the freeway to the main entry to the Project at Oxnard Boulevard.

Phase Two will complete the backbone road and utilities and development pads in Planning District H, thereby completing all infrastructure required of the Master Developer with the exception of roads within Planning District D.

Phase Three is limited to the completion of roads and development pads in Planning District D.

Build-out will be, in part, dependent on providing the transportation system improvements called for in the Circulation Master Plan portion of this document (Section 6.2), the City of Oxnard Circulation Element and the City’s fifteen-year circulation system improvement plan.

7.5.2 Development Options

7.5.2.1 Development in the Mixed-Use Portion of Planning District A

The following requirements apply to development only within the Planning District A mixed-use area:

One of two development options may be exercised:

- 1) *Development Option A: All Residential:* Development will be guided by the regulatory plan and related residential regulations contained in Section 4, Residential Master Plan. The land use

plan for this option is located in Section 2.

- 2) *Development Option B: Commercial/Residential:* The regulatory plan for Development Option B: Commercial/Residential and regulations of commercial building types are contained in Section 3, Commercial Master Plan. Regulations for residential building types used in Development Option B are contained in Section 4, Residential Master Plan. The land use plan for this option is located in Section 2.

Development Options A and B are the only options permitted by the Specific Plan. Other road layouts and/or changes of the indicated uses will require a change in the Specific Plan.

The road and parcel locations differ between the two options. Therefore, first development within the mixed-use area, whether residential or commercial, will determine which of the two Development Options will be utilized for the rest of the mixed-use portion of Planning District A.

The first Builder/Developer who develops residential or office uses within the mixed-use area will propose to the City which of the two Development Options are implemented, according to Specific Plan requirements. The requirements for the development option chosen will apply to all future development within the mixed-use area.

7.5.2.2 Development in Planning District B

The following requirements apply to development within Planning District B:

One of two development options may be exercised:

- 1) *Development Option A: All Residential:* Development will be guided by the residential regulations contained on page 4.32. The land use plan for this option is located in Section 2.

- 2) *Development Option B: All Commercial:* The regulations of commercial building types are contained in Section 3. The land use plan for this option is located in Section 2.

The first Builder/Developer who develops residential or office uses within the mixed-use area will propose to the City which of the two Development Options are implemented, according to Specific Plan requirements. The requirements for the development option

chosen will apply to all future development within the mixed-use area.

7.5.2.3 Development in the Mixed Use Portion of Planning District C

The following requirements apply to development only within the Mixed Use portion of Planning District C:

One of two development options may be exercised:

1) **Development Option A: All Residential:** Development will be guided by the residential regulations contained on page 4.32. The land use plan for this option is located in Section 2.

2) **Development Option B: All Commercial:** The regulations of commercial building types are contained in Section 3. The land use plan for this option is located in Section 2.

The residential development options in Districts B and C will be subject to the limitations indicated in 7.10.4

Maximum Development Based on Residential Development Options		
Residential Options Selected per District (B& C only)	Maximum Residential Units of Options Chosen	Maximum Commercial Development
B & C	3,656	1,761,623
B	3,376	1,915,270
C	3,323	1,944,353
No Residential	3,043	2,098,000

7.5.3 Distribution of Dwelling Units and Commercial Among Districts

Each Planning District has a range of allowable dwelling units and maximum commercial development, as shown by Exhibit 2.J the Land Use Summary. The total of the allowable dwelling units per Planning District based on the range exceeds the project-wide maximum of 3,656 dwelling units.

To assure that the project-wide maximums are not exceeded, the Master Developer shall monitor the number of units and commercial square footage built within each Planning District as development proceeds in order to assure that units are not overly

concentrated in some districts, that the commercial maximum is not exceeded, and that the total number of units developed does not exceed 3,656.

7.6 FINANCING AND FUNDING

7.6.1 Financing and Funding Principles

The policies described in this section shall govern the funding of facilities and public services for the RiverPark Specific Plan. The principle underlying these policies is that RiverPark should pose no financial burden or obligation on the City of Oxnard or other jurisdictions beyond their meeting State and City requirements related to providing such services as school, fire and public safety.

Accordingly, the Master Developer, in combination with Builder/Developers, will:

- ❑ Pay the full cost of the infrastructure needed to serve RiverPark.
- ❑ Fund the costs of mitigating adverse impacts on the City's existing utility and transportation infrastructure.
- ❑ Provide for a fair allocation of costs among land uses.

7.6.2 Financing and Funding Policies

The following policies govern the financing of infrastructure and public services for the RiverPark Specific Plan in accordance with the above principles:

- ❑ **On-Site Public Infrastructure:** The Master Developer will fund the full cost of public infrastructure and public services within the Specific Plan Area. These funds shall come from revenues generated by development within the Specific Plan Area, except where specific existing City, County, District or State sources are available.
- ❑ **Off-Site Public Infrastructure:** The Master Developer will fund the "fair share" costs of public infrastructure outside of the Specific Plan Area required to support development within RiverPark. Construction of the various off-site circulation improvements will be funded by a combination of sources. These include City, County, and State developer financing and an

Modifications and/or Specially Permitted Uses are made to, and decided by, the Planning Commission.

5b. Final Project Plan: The Builder/Developer prepares construction documents meeting City of Oxnard requirements, while incorporating comments and/or conditions established by the Planning Commission or Development Services Department Director/Planning Manager. The RDAG will review the Final Project Plan to assure that the construction documents incorporate all design comments made to date, and then submit a recommendation to the City.

Phase 6: Building Permit

- ❑ **Plan Check and Building Permit:** The Builder/Developer prepares construction documents meeting all Specific Plan and City of Oxnard requirements and submits the plans and other required material to the Oxnard Building Department for the necessary approvals.

7.9.5 Roadway Approval

All Oxnard roadways, including those governed by the Specific Plan, must be approved by the City prior to their implementation. Discussions have been held with the appropriate agencies (e.g. fire, sanitation, traffic and police) concerning the roadway cross sections shown in this document and these roadways will each accommodate the appropriate functions. Any changes from these sections, or any relocation, other treatment or other uses tributary to these sections, will be considered by the City and additional approvals may be required.

7.9.6 Signage Approval

All submittals to the City shall be consistent with the requirements of the Specific Plan and the Signage and Lighting Guidelines document, including requirements for submission exhibits.

7.9.6.1 Preliminary Review

The Preliminary Signage Plan shall be submitted as part of the submission for Phase 4a of the Project Review and Approval Process, as described in Section 7.14.

7.9.6.2 Final Approval

Signage plans which incorporate the design review comments made at the Preliminary Review stage shall be submitted as part of Phase Five of the Project Permitting Process.

7.10 OTHER ISSUES

7.10.1 Effects of a General Plan Amendment on the Specific Plan

Adoption of amendments to the 2020 General Plan or a General Plan Update by the City will not necessarily require amendment of the Specific Plan. But any subsequent discretionary approval or amendment to the Specific Plan must be consistent with the General Plan, as amended and/or updated, except to the extent that such change in the General Plan deals with matters in which the Developer/Applicant shall possess vested rights under the terms of a Development Agreement entered into between the Developer/Applicant and the City.

7.10.2 Environmental Issues

The City of Oxnard has certified the Project Environmental Impact Report in association with approval of the RiverPark Specific Plan.

Mitigations for all identified impacts are defined by the adopted Mitigation Monitoring Program. All mitigations identified will be implemented as required.

7.10.3 Affordable Housing Guidelines

Within the Specific Plan Area, 140 residential units will be affordable to very low income households. Also, 140 residential units will be affordable to low income households, and 112 residential units will be affordable to moderate income households. In addition, the developer of the residential units within Planning District H shall be required to pay the applicable affordable housing in lieu fee for each residential unit constructed. The above numbers may also be increased by the application of a density bonus pursuant to City Ordinance. Any subsequent development that increases residential units above 3,043 through a Specific Plan Amendment must provide a minimum of 15% of those units as affordable, **split as 5% Very Low Income, 5% Low Income, and 5% Moderate Income.**

7.10.4 Residential Unit Mix within Residential Very High Districts

Within the Residential Very High portions of Districts B and C, the number of residential units collectively will be limited to up to 613 units and by the bedroom unit type. The maximum number of units per bedroom unit types are as follows:

Studio Units	68
One Bedroom Units	300
Two Bedroom Units	215
Three Bedroom Units	30

If a development is proposed that would require an increase in the maximum number of a specific unit type or types, a corresponding decrease in another unit type or types will be required, utilizing a conversion rate of 1.18 persons per bedroom. The Master Developer and TMP will monitor the unit type mix of the Residential Very High portions of Districts B and C to insure that the maximum overall unit count and bedroom unit types are not exceeded.

7.11 TEMPORARY USES

7.11.1 Temporary Use - Defined

A “temporary use” is one which occupies a parcel of land for a period of more than one hour within a twenty-four-hour period, but less than the maximum time limits set forth herein and which does not utilize any permanent structures except as otherwise permitted herein.

7.11.2 Temporary Use - Permitted

No uses listed in this section shall be conducted unless a temporary use permit or special use permit authorizing such a use has been approved.

The following temporary uses which are further defined in the City Code, may be permitted subject to the granting of a temporary use permit in accordance with the provisions of this article:

(a) Residential Land Use Districts, or property for which a residential use has been approved:

- (1) Construction signs, defined as a sign stating the names of those individuals or firms

directly connected with the construction project. Said sign may include the name of the city in which the business is located and emergency phone numbers.

- (2) Sales or rental offices (used only for the sale or rental of residential properties which are part of a project containing five or more contiguous lots or units, said offices to be located on or immediately adjacent to the site of the project and as further regulated by section 7.11.8).
- (3) Sub-division model homes and related facilities.
- (4) Sub-division signs.
- (5) Temporary construction yards and offices (used only in conjunction with development of uses permitted by the applicable land use district, said offices and yards to be located on or immediately adjacent to the site of the development. One adult caretaker may be present during nonconstruction hours).
- (6) Youth, charitable or nonprofit organization projects.
- (7) Other temporary uses, which the development services director has determined to be compatible with the land use district and surrounding land uses.

(b) Commercial and Office Land Use Districts:

- (1) Those temporary uses listed in section 7.11.1 (a).
- (2) Christmas tree lots.
- (3) Grand opening signs, banners and other similar temporary signage excluding balloons and other inflatables.
- (4) Auctions.
- (5) Outdoor carnivals, circuses and rodeos.
- (6) Outdoor concerts.
- (7) Other outdoor shows.
- (8) Outdoor religious revival meetings.

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Lanes or Lane Streets: See *Alleys*

Live/Work Unit: A building type as defined in Section 2 which allows retail or commercial use on the ground floor of a residential unit in residential neighborhoods. The ground floor of such a unit is often used for a home business, as an artist studio or a workshop. Refer to Section 4. As defined by “City of Oxnard Mixed Use Development Policy”.

Live/ Work Use: Residential premises used for the transaction of business or the supply of professional services. Home occupation shall include the following: agent, architect, artist, broker, consultant, dentist, doctor, draftsman, dressmaker, engineer, interior decorator, lawyer, notary public, teacher, or other similar occupations, as determined by the DAC or the City of Oxnard Mixed Use Development Policy. Such use shall not simultaneously employ more than two persons. The total gross area of the home occupation use shall not exceed 30 percent of the gross square footage of the residential unit.

Lot: The individual land area on which a single family detached unit is located.

Major Deviation: A deviation from numerical standards of the Specific Plan by more than 15%.

Master Developer: The Specific Plan requires that a Master Developer entity (or two Master Developers, one for residential and one for commercial development) assume the primary responsibility for implementing the project according to and in conformance with the design intent of the Specific Plan and related documents until all development parcels are built out.

The Specific Plan requires that, following adoption of the Specific Plan, Master Developer responsibilities include, but are not limited to: installing backbone road and utilities infrastructure, providing public open space, selecting Builder/Developers, monitoring the allocation and maximum number of units within and among Planning Districts, and monitoring the total number of dwelling units to assure that they do not exceed the maximum of **3,656** established by the Specific Plan.

Media Niche: An architectural projection commonly used to house media cabinets and equipment in a residential application. Media niches must be

combined with other architectural features such as a fireplace chimney. The media niche portion of a projection shall not exceed 6’ in length parallel to the structural envelope of the building.

Minor Deviation: A deviation from numerical standards of the Specific Plan up to 15%.

Multi-Family: Dwelling units grouped within a building and sharing a street entrance with other dwelling units. Maximum density is **80** d.u. per acre.

Net Acreage: The area of a site within its property lines. Distinguished from **Gross Acreage**. **Note that Net Acreage should be used when determining residential density (unit count per acreage).**

Paseo: An outdoor, uncovered pedestrian walkway in commercial and residential areas which lead from the rear to the front of the property. This walkway is attractively landscaped, hardscaped and lighted in a manner to maximize safety and security as well as to encourage pedestrian use.

Pedestrian Lighting: Lighting primarily designed to illuminate pedestrian pathways including sidewalks. Distinguished from street lighting that is primarily designed to illuminate streets.

Permitted (or By-Right) Uses: Specific Plan land uses which require review and approval by the Development Services Manager/Planning Manager. Distinguished from “Specially Permitted” land uses which require review and approval by the Oxnard Planning Commission and a Special Use Permit.

Planning Commission: The City of Oxnard Planning Commission.

Planning District: One of thirteen designated areas of the RiverPark Specific Plan, labeled “A” through “M.” Each Planning District has distinct land uses, environmental character and development requirements. Planning District boundaries and characteristics are defined in Section 2.

Private Street: A street, as distinguished from a lane or alley, which is located within a development provided by a Builder/Developer on private land. A private street is generally used for on-site circulation.

Product Type: The basic unit of residential development. Each product type has associated de-

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velopment requirements such as lot dimensions, building envelope, building orientation and use, service requirements and parking requirements. The RiverPark Specific Plan defines residential product types in Section 4. The location of these product types is defined in the residential regulatory plans in Section 4.

Project: The construction, addition or structural alteration of commercial, residential or institutional buildings and related facilities, or a change of use, within the Specific Plan Area by a Builder/Developer.

Refers to specific development projects on parcels within RiverPark, as distinguished from RiverPark as a whole. A project does not include permits for electrical, mechanical, plumbing, demolition or similar permits; certain fences or walls, signs, minor grading permits, reconstruction of a building damaged or destroyed by fire, flood, wind, earthquake or other calamity or act of nature or the public enemy, and any construction for which a building permit is required in order to comply with a public safety order.

The term sometimes refers to RiverPark as a whole. Context should indicate which meaning is intended.

Project Plan: The design for each project which is submitted to the City of Oxnard by a Builder/Developer during the Project Review and Approval Process.

Project Review and Approval Process: The Process defined in Section 7 by which a Builder/Developer obtains from the City the permits required to construct a development project. This process includes review by the Master Developer and the City for conformance of the Project Plan of each development with the Specific Plan and related documents.

Public Realm; Public Open Spaces: Areas of RiverPark other than those sold to Builders/Developers for private development. These include all landscaped open spaces, parks, circulation corridors for motor vehicles, pedestrians, and bicycles (public rights-of-way), storm water and water runoff control facilities. The setback areas of private development parcels between the building and public access street are

also considered part of the public realm. See also "Street Space."

Public Right-of-Way: Areas within RiverPark designated for pedestrian and/or vehicular circulation with associated utilities and streetscape improvements. This land cannot be sold to Builders/Developers.

Regulations: Generic term for rules governing development in all public and private areas of the RiverPark Specific Plan Area. Includes guidelines and standards.

Residential: Premises used primarily for human habitation. Units shall not be less than 450 square feet in net area.

Residential: Low-Medium: A land use category allowing dwellings at 8-12 dwelling units per gross acre. Permitted building types are single-family detached.

Residential: Medium: A land use category allowing dwellings at 12-18 dwelling units per gross acre. Permitted building types are single-family and multi-family attached or detached.

Residential: High: A land use category allowing dwellings at 18-30 dwelling units per gross acre. Permitted building types are single-family and multi-family attached or detached.

Residential: Very High: A land use category allowing dwellings at 30-80 dwelling units per gross acre. Permitted building types are multi-family attached.

Residential Uses: Refers to the residential land use categories: Residential: Low-Medium (Single-Family); Residential: Medium (Townhouses); and Residential: High (Multi-Family Residential); **Residential: Very High (Urban Apartments).**

RiverPark "A": RiverPark "A" consists of all of the Specific Plan area south of Garonne Street. This area includes commercial, office, hotel/convention and residential uses.

RiverPark "B": RiverPark "B" refers to the Specific Plan area north of Garonne Street. This area is devoted primarily to residential communities with parks, schools and water control facilities including water storage recharge basins.

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CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SIXTH AMENDMENT TO RIVERPARK DEVELOPMENT AGREEMENT NO. 6128 (PLANNING AND ZONING PERMIT NO. 20-670-04) AND CERTIFYING ADDENDUM NO. 15 TO FINAL ENVIRONMENTAL IMPACT REPORT NO. 00-03 FOR THE RIVERPARK SPECIFIC PLAN, GENERALLY LOCATED NORTH OF THE VENTURA FREEWAY (HIGHWAY 101), WEST OF EAST VINEYARD AVENUE, EAST OF THE SANTA CLARA RIVER, AND SOUTH OF CENTRAL AVENUE. FILED BY ANN WALSH OF SHEA PROPERTIES, 2751 PARK VIEW COURT, SUITE 261, OXNARD, CA 93036.

WHEREAS, on September 10, 2002 the City Council approved the entitlements for The RiverPark Specific Plan to guide future development on the 702-acre project site; and

WHEREAS, On September 10, 2002, the City Council adopted Ordinance No. 2605, approving Planning and Zoning Permit No. 01-5-46 (Development Agreement No. A-6128) between the owners of the RiverPark Project and the City of Oxnard; and

WHEREAS, On December 21, 2004, the City Council adopted Ordinance No. 2678 approving the first Development Agreement Amendment which incorporated properties located within the RiverPark Specific Plan that were acquired by RiverPark A and RiverPark B after the effective date of the DA, including clarifications of duties and ownership relating to RiverPark and the previous project for part of the site, the Oxnard Town Center development; and

WHEREAS, On August 7, 2007, the City Council adopted Ordinance No. 2744 approving the second Development Agreement Amendment, which incorporated changes related to the ability to locate a multiplex theater in District D of the RiverPark Specific Plan area; and

WHEREAS, On October 5, 2010, the City Council adopted Ordinance No. 2830 approving the third Development Agreement Amendment, maintaining development fees at current levels for an extended period of time, based on market conditions at the time; and

WHEREAS, On June 12, 2012, the City Council adopted Ordinance No. 2856 approving the fourth Development Agreement Amendment to reflect changes in numerical values for commercial square footage and residential units proposed in the fourth amendment to the RiverPark Specific Plan, along with construction timing milestones and fee adjustments; and

WHEREAS, On December 17, 2013, the City Council adopted Ordinance No. 2877 approving the fifth Development Agreement Amendment maintaining traffic development fees at current levels for an extended period of time; and

WHEREAS, in July 2002 the City Council certified Final Environmental Impact Report (FEIR) No. 2000-03 (State Clearinghouse No. 2000051046) and adopted a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The RiverPark Specific Plan and the anticipated build out of the 702-acre

specific plan site. The FEIR No. 00-03 found four areas of significant impacts (Earth Resources-Mineral Resources, Water Quality, Agricultural Resources, and Cultural Resources-Historical Resources); and

WHEREAS, an EIR Addendum was prepared to summarize the site specific technical clarifications with respect to the following impact analysis areas associated with the proposed SPA and Development Agreement Amendment (DAA) Land Use, Aesthetic, Earth Resources, Biological Resources, Water Resources, Transportation and Circulation, Agricultural Resources, Air Quality, Noise, Public Schools, Fire Protection, Police Protection, Parks and Recreation, Solid Waste Management, Library Services, Stormwater Drainage, Water Supply and Distribution, Wastewater Service, Entergy, Cultural Resources, Hazards, Wildfire, and Tribal Cultural Resources. The EIR Addendum concluded that no additional significant impacts were identified in Addendum No. 15 prepared for this Project, nor would the Project substantially increase the severity of previously anticipated significant impacts. No additional mitigation measures are required; and

WHEREAS, the Planning Commission of the City of Oxnard ("**Planning Commission**") has considered an application for Planning and Zoning Permit No. 20-670-04 ("**Project**"), a sixth amendment to Development Agreement No. A-6128 (Development Agreement) between the CITY OF OXNARD, a municipal corporation of the State of California (the "City") and SOCM I, LLC, a Delaware limited liability company ("SOCMI"), RIVERPARK POINTE, LLC, a Delaware limited liability company ("Riverpark Pointe"), RIVERPARK LANDING, LLC, a Delaware limited liability company ("Riverpark Landing"), OAKMONT OF RIVERPARK LLC, a California limited liability company ("Oakmont"), SUNFLOWER, LP, a California limited partnership ("Sunflower"). Collectively, SOCM I, Riverpark Pointe, Riverpark Landing, Oakmont, and Sunflower are referred to herein as the "Riverpark Commercial Area Developers." (collectively referred to "Applicant" or "Developer" in the record of proceedings); and

WHEREAS, the Sixth Development Agreement Amendment (DAA) shall allow for a time extension, impact fee modifications, and define future affordable housing requirements. The proposed changes are included in Exhibit A to this Ordinance; and

WHEREAS, on December 16, 2021, the Planning Commission of the City of Oxnard ("**Planning Commission**") conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for a Development Agreement (PZ 20-670-04) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, on December 16, 2021, the Planning Commission made a motion to continue the Project to the Planning Commission meeting on January 13, 2022, and

WHEREAS, the Planning Commission, after due study, deliberation and a duly noticed public hearing on January 13, 2022, and after it received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, found that the project meets the criteria set out in California Government Code 65864 through 65869.5; and

WHEREAS, pursuant to CEQA Guidelines §15164, the Commission considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project; and

WHEREAS, the Planning Commission adopted Resolution 2022-04 recommending that the City Council approve Planning & Zoning Permit No. 20-670-04 (Development Agreement Amendment) with the requirement that the property owner enter into a Project Labor Agreement before the development of the RiverPark Specific Plan proceeds; and

WHEREAS, on March 15, 2022, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider both the request to approve Planning and Zoning Permit No. 20-670-04 (Development Agreement Amendment), both as originally negotiated with the Applicant and as recommended by the Planning Commission in accordance with the OCC; and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, pursuant to CEQA Guidelines §15164, the City Council considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project; and

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, the City Council has determined that minor changes are proposed to the project for which an FEIR were previously certified; and that an Addendum is the appropriate environmental document to evaluate the minor changes in the Project, and has prepared an Addendum thereto because the proposed changes to the original Specific Plan and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts. The City Council has determined that there is no substantial evidence that the Project would result in new or substantially more severe impacts than those identified in FEIR No. 00-03. Rather, all of the impacts associated with the Project are within the envelope of impacts addressed in the Certified FEIR and do not constitute a new or substantially increased significant impact. Accordingly, none of the conditions that trigger the need to prepare a subsequent Environmental Impact Report pursuant to CEQA Guidelines § 15162 would occur; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the proposed Development Agreement Amendment is consistent with the 2030 General Plan; and

WHEREAS, the pursuit of the Development Agreement Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As initially outlined in Section 6(b) and Attachment F of the Planning Commission Staff

report dated December 16, 2021, the proposed Development Agreement Amendment is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;

2. As initially outlined in Section 6(h) of the Planning Commission Staff report dated December 16, 2021, the proposed Development Agreement Amendment is a logical refinement and internally consistent with the adopted RiverPark Development Agreement;
3. As determined in the Addendum to FEIR No. 00-03, the proposed Development Agreement Amendment will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare; and
4. As initially outlined in Section 6(c - g) of the Planning Commission Staff report dated December 16, 2021, the proposed Development Agreement in association with the RiverPark Specific Plan Amendment conforms to adopted City standards and constitutes good City planning; and

WHEREAS, the Applicant agrees that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this Ordinance that were part of the approval process.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Riverpark Development Agreement Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Riverpark Development Agreement Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Riverpark Development Agreement Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the development that would be authorized for the project site by the proposed RiverPark Development Agreement Amendment is the best use for the subject project site.

SECTION 6. The City Council determines that the RiverPark Development Agreement Amendment is in the best interests and welfare of the City and its residents.

SECTION 7. In approving this ordinance for the RiverPark Development Agreement, the City Council finds and determines the project is in compliance with the California Environmental Quality Act because Addendum No. 15 to FEIR No. 00-03, and Subsequent Addendums was considered by the City Council at the public hearing for the RiverPark Specific Plan Amendment and Development Agreement Amendment. The Addendum to the FEIR No. 00-03 was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent environmental impact report pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the FEIR No. 00-03 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. Based on the findings set forth herein, the City Council approves Planning and Zoning Permit No. 20-670-04 (Amendment No. 6 to Development Agreement No. A - 6128) to amend the Development Agreement pursuant to Exhibit A, without the recommended action of the Planning Commission, hereto attached.

SECTION 9. Planning and Zoning Permit No. 20-670-04 (Amendment No. 6 to Development Agreement No. A - 6128) is approved to amend the Development Agreement pursuant to Exhibit A, without the recommended action of the Planning Commission, hereto attached

SECTION 10. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance; and

SECTION 11. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 12. The City Clerk shall certify as to the adoption of this Ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City

Ordinance No. _____
RiverPark Development Agreement Amendment No. 6 (PZ 20-670-04)
City Council Hearing Date: March 15, 2022
Page 6 of 7

Clerk, in accordance with Government Code Section 36933. Ordinance No. ____ was first read on March 15, 2022, and finally adopted on _____, 20__ to become effective thirty days thereafter.

PASSED and ADOPTED this _____ day of _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

ATTEST:

Rose Chaparro, City Clerk

John C. Zaragoza, Mayor

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Ordinance No. _____
RiverPark Development Agreement Amendment No. 6 (PZ 20-670-04)
City Council Hearing Date: March 15, 2022
Page 7 of 7

EXHIBIT A

SIXTH DEVELOPMENT AGREEMENT TEXT

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attn: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SIXTH AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SIXTH AMENDMENT TO DEVELOPMENT AGREEMENT (the "Sixth Amendment") is made in Ventura County, California as of _____, 202_, by and between the **CITY OF OXNARD**, a municipal corporation of the State of California (the "City") and SOCMI, LLC, a Delaware limited liability company ("SOCMI"), **RIVERPARK POINTE, LLC**, a Delaware limited liability company ("Riverpark Pointe"), **RIVERPARK LANDING, LLC**, a Delaware limited liability company ("Riverpark Landing"), **OAKMONT OF RIVERPARK LLC**, a California limited liability company ("Oakmont"), **SUNFLOWER, LP**, a California limited partnership ("Sunflower"). Collectively, SOCMI, Riverpark Pointe, Riverpark Landing, Oakmont, and Sunflower are referred to herein as the "Riverpark Commercial Area Developers." The City and the Riverpark Commercial Area Developers may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Riverpark Commercial Area Developers are the owners of real property located in the City within the boundaries of the City's Riverpark Specific Plan. SOCMI is the owner of that certain real property more particularly described in Exhibit A-1 attached hereto. Riverpark Pointe is the owner of that certain real property more particularly described in Exhibit A-2 attached hereto. Riverpark Landing is the owner of that certain real property more particularly described in Exhibit A-3 attached hereto. Oakmont is the owner of that certain real property more particularly described in Exhibit A-4 attached hereto. Sunflower is the owner of that certain real property more particularly described in Exhibit A-5 attached hereto. The area described in Exhibits A-1 through A-5 is referred to herein as the "Riverpark Commercial Area."

B. The City and Riverpark Commercial Area Developers' predecessor in interest entered into that certain Development Agreement dated as of August 27, 2002, and which was recorded against the Riverpark Commercial Area Developers' Property (as well as other areas) on September 10, 2002 as Instrument No. 2002021645000 in the Ventura County Recorder's Office (the "Original Development Agreement"), as amended by that certain First Amendment to Development Agreement dated as of December 14, 2004 and recorded against Riverpark Commercial Area Developers' Property on December 23, 2004 as Instrument No.

200412230339920 in the Ventura County Recorder's Office and re-recorded against Riverpark Commercial Area Developers' Property on January 24, 2005 as Instrument No. 200501240017504 in the Ventura County Recorder's Office (the "First Amendment to Development Agreement"), as further amended by that certain Second Amendment to Development Agreement recorded against the Riverpark Commercial Area Developers' Property on August 21, 2007 in the Ventura County Recorder's Office as Instrument No. 20070821001636170 (the "Second Amendment to Development Agreement"), as further amended by that certain Third Amendment to Development Agreement recorded against the Riverpark Commercial Area Developers' Property on October 13, 2010 in the Ventura County Recorder's Office as Instrument No. 20101013001577430 (the "Third Amendment to Development Agreement"), as further amended by that certain Fourth Amendment to Development Agreement (the "Fourth Amendment to Development Agreement"), which did not affect the Riverpark Commercial Area Developers' Property and was not recorded against the Riverpark Commercial Area Developers' Property, as further amended by that certain Fifth Amendment to Development Agreement (the "Fifth Amendment to Development Agreement"), which did not affect the Riverpark Commercial Area Developers' Property and was not recorded against the Riverpark Commercial Area Developers' Property. The Original Development Agreement as amended by the First Amendment to Development Agreement, the Second Amendment to Development Agreement, the Third Amendment to Development Agreement, the Fourth Amendment to Development Agreement, and the Fifth Amendment to Development Agreement, together with any extensions or amendments approved administratively, are referred to herein collectively as the "Development Agreement." The Development Agreement encumbers more real property than the Riverpark Commercial Area Developers' Property. Collectively, all real property encumbered by the Development Agreement is referred to herein as the "Site." Owners of portions of the Site (including each of the Riverpark Commercial Area Developers) may be referred to herein individually as a "Riverpark Developer" or collectively as the "Riverpark Developers."

C. In conjunction with transfers of portions of the Site to the various Riverpark Developers, the Parties to such transfer agreements have executed Assignment and Assumption Agreements that had the effect of the transferring party assigning and the acquiring party assuming the rights, duties and/or obligations under the Development Agreement relating to the portion of the Site being transferred and providing that no Riverpark Developer shall be obligated to meet any obligations under the Development Agreement that relate to a portion of the Site owned by another Riverpark Developer.

D. As of the date of this Sixth Amendment, the Riverpark Commercial Area Developers are in full compliance with the terms, conditions, and obligations of the Development Agreement as amended.

E. The City has recently adopted updated development impact fees (the "2020 Development Impact Fees") related to the installation of public infrastructure to accommodate future development planned to occur in the City. The bulk of the development within the Riverpark Specific Plan Area has already occurred. In conjunction with such development, the public infrastructure associated with and necessary for the development of the Riverpark Specific Plan has already been constructed.

F. The Parties hereto intend hereby to amend the Development Agreement to (i) extend the termination date of the Development Agreement by a period of five (5) years from October 12, 2022 to October 12, 2027, and (ii) establish a mechanism for the payment of certain 2020 Development Impact Fees that are to be applied within the Riverpark Specific Plan area as described below.

G. The Parties hereto each desire to obtain the agreement of one another to the provisions of the Development Agreement as amended by this Sixth Amendment.

H. On January 13, 2022, the Planning Commission held a duly noticed public hearing wherein the Planning Commission reviewed this Sixth Amendment.

I. On March 15, 2022, the City Council held a duly noticed public hearing on this Sixth Amendment in accordance with Government Code Section 65868.

J. The City Council has given notice of its intention to consider this Sixth Amendment, has conducted public hearings thereon pursuant to the relevant portions of the Government Code, and has found that the provisions of this Sixth Amendment are consistent with the City's General Plan, City zoning ordinances, and the Riverpark Specific Plan, as amended. The City Council has also specifically considered the impacts and benefits of this Sixth Amendment upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Sixth Amendment is beneficial to the residents of the City and is consistent with the present public health, safety, and welfare needs of the residents of the City and the surrounding region.

K. The City has determined that the actions to be taken pursuant to this Sixth Amendment will not result in environmental impacts which are new or substantially changed from those already analyzed and addressed in the Riverpark EIR, and subsequent addenda, and, therefore has determined that none of the elements set forth in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines exists and therefore has determined, in accordance Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines, that no subsequent or supplemental Environmental Impact Report, Negative Declaration or Mitigated Negative Declaration is required to be prepared prior to adopting the Ordinance approving this Sixth Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the operative provisions of this Sixth Amendment by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Riverpark Commercial Area Developers agree as follows:

Section 1. Extension of Termination Date:

The Term of the Development Agreement is hereby extended by a period of five (5) years from October 10, 2022 to October 10, 2027; provided, however, that the Development Agreement may be further extended by the City Manager upon mutual consent of the City and Developer, to the completion of the development, but not to exceed a period of ten (10) additional years.

Section 2. Application of 2020 Development Impact Fees:

The City acknowledges that the waivers of certain fees as set forth in Sections 5.4, 5.5, 6, and 9 of the Development Agreement remain in full force and effect and have not been modified by the City actions in adopting the 2020 Development Impact Fees.

In light of the public infrastructure already constructed in conjunction with development on the Project, the City agrees that through the Term of the Development Agreement, the maximum amount of any traffic impact fees assessed shall be limited to the rate in effect immediately prior to the City's adoption of the 2020 Development Impact Fees, which are reflected on the City's fee chart dated as of September 24, 2018. The City further agrees that the 2020 Development Impact Fees related to the Park Development Fee shall not apply to the Project.

In lieu of the 2020 Development Impact Fees related to the Mobility Fee, the RiverPark Commercial Area Developers shall pay an alternative Mobility Fee based on the project density. Based on the average density of the added residential units of 1.71 persons per residential unit, the alternative Mobility Fee for the Multi-Family residential would be \$1,347.05 per unit. Credits for the reasonable cost of design, engineering, land and construction costs of the public bicycle and pedestrian facilities constructed as part of the buildout of the RiverPark Specific Plan area, not otherwise used to offset mobility fees or other required fees which have already been credited, shall be granted for the alternative Mobility Fee on a first-come, first-served basis among all developers in the RiverPark Specific Plan area. Under no circumstances shall Developer be entitled to a refund of the fee credits or a transfer to a third party (i.e., an entity that does not qualify as Developer or permitted assignee under this Agreement) of the fee credits obtained pursuant to this Section. Developer is not guaranteed that any credits will still be available at the time of the imposition of any fees. The Developer shall provide all funding necessary for a mutually agreed upon third party consultant to verify all costs used to obtain fee credits.

Finally, the City acknowledges and agrees that the Riverpark Commercial Area Developers have contributed more than two million dollars (\$2,000,000) in public art installations in the areas subject to this Sixth Amendment to Development Agreement in full satisfaction of the City's public art requirements, and no additional public art is required for these portions of the Site. Of the public art that Developers have installed previously, Developers shall maintain public art installations on the Site valued at a minimum of two hundred eighty-seven thousand dollars (\$287,000) in perpetuity.

For ease of reference, the Parties agree that the fees modified or exempted under the Development Agreement related to the Project are as set forth in the chart attached hereto as Exhibit B.

Other than the fees noted above, the Riverpark Commercial Area Developers shall be responsible for paying when due all Development Impact Fees in connection with the development of the Project at the rates then in effect. Subject to all applicable laws then in effect, City shall have the right: (i) to charge and apply to Property all Development Impact Fees and assessments as may be in effect at the time applicable to the Project; and (ii) to increase or otherwise modify any and

all Development Impact Fees (including without limitation new categories of impact fees) applicable to the Project.

Section 3. Future Affordable Housing. The City's Affordable Housing Ordinance (Ordinance 2980) requires that residential projects containing more than ten (10) units shall provide affordable 10% of the total number of units as affordable units, with half being affordable to persons of lower income and half being affordable to persons of very low income; however, the City's Affordable Housing Ordinance does not apply to new housing projects located in areas subject to a specific plan adopted by the City that requires such projects to provide as many or more affordable units for lower and very low income persons and families as the City's Affordable Housing Ordinance. The City and the Riverpark Commercial Area Developers have agreed to an alternative affordable housing program for the property subject to this Agreement. In lieu of the 10% requirement under the City's Affordable Housing Ordinance stated above, all new residential projects developed on the Riverpark Commercial Area after the date of this Sixth Amendment containing ten or more dwelling units to be offered for rent shall include a number of dwelling units equal to not less than 15% of the total number of dwelling units in the project offered for rent at the following levels: 5% shall be rented at an affordable rent to persons and families of very-low income, 5% shall be rented at an affordable rent to persons and families of lower income, and 5% shall be rented at an affordable rent to persons and families of moderate income, as defined in California Health and Safety Code Sections 50105, 50079.5, 50093, respectively. Upon certificate of occupancy of the for-rent Affordable Housing Units for Very Low, Low, and Moderate Income Households each such unit shall be rented at rents that are Affordable to Very Low, Low, or Moderate Income Households for a period of fifty-five (55) years. Such units shall otherwise comply with the requirements in the City's Affordable Housing Ordinance. However, for Moderate Income units, the maximum affordable rent shall be calculated as defined in Health and Safety Code 50053(b)(5)

Section 4. Supplemental Sewer Fee.

The Riverpark Developers constructing Additional Dwelling Units within the Riverpark Specific Plan area shall pay a Supplemental Sewer Fee equal to the sewer impact fees in effect at the time of the Effective Date of this agreement applied to the Additional Dwelling Units on a per unit basis prior to the issuance of a building permit for each such Additional Dwelling Unit, less credits applied for sewer impact fees that have already been paid for the commercial development that was originally proposed at each project location, on a project by project basis. For the purpose of this Section, Additional Dwelling Units shall mean the dwelling units constructed in the Riverpark Specific Plan area in excess of an aggregate of 3,043 dwelling units. The sewer impact fee credit calculation methodology shall be mutually agreed upon by the Riverpark Developers and the City Engineer prior to building permit issuance for any Additional Dwelling Units, and shall be based upon the calculation methodology used for the pre-payment of sewer impact fees utilized in the original Development Agreement dated August 27, 2002 and/or subsequent Development Agreement Amendments. Should the Riverpark Developers wish to apply additional credits for commercial square footage outside a given project area to offset the Supplemental Sewer Fee, adequate legal mechanisms shall be executed to the satisfaction of the Community Development Director to ensure the trade off in commercial square footage will be legally binding on the Riverpark Developers, their successors and assigns. Notwithstanding any language in this agreement to the contrary, under no circumstances shall the

Riverpark Developers be entitled to a refund of the fee credits or a transfer to a third party of the fee credits obtained pursuant to this Section. Riverpark Developers shall provide a deposit of \$5,000.00 (five-thousand dollars) concurrent with submitting the first project to the City containing Additional Dwelling Units. This deposit is to be utilized to offset staff time costs at the hourly rates then in effect, for meetings, research, etc. related to the sewer and other fee credits. When requested by the City Engineer, the Riverpark Developers shall add funding from time to time if necessary to ensure adequate funding for anticipated staff time needs. Any excess funds remaining from this deposit will be refunded to the developer, without interest, when the City Engineer determines they are no longer needed.

Section 5. Miscellaneous Provisions.

(a) Entire Agreement. Except for the Development Agreement, which this Sixth Amendment amends, this Sixth Amendment represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to the matters contained in this Sixth Amendment.

(b) Section Headings. The section headings contained in this Sixth Amendment are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(c) Counterparts. This Sixth Amendment and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(d) Waiver. No waiver of any provision of this Sixth Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(e) Severability. If any term, covenant, condition or provision of this Sixth Amendment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Sixth Amendment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided that the invalidity or unenforceability of such provision does not adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder.

(f) No Reliance on Other Parties. All Parties to this Sixth Amendment declare that, prior to the execution of this Sixth Amendment, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Sixth Amendment and making the decision to execute it. The Parties each represent and acknowledge that in executing this Sixth Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to

this Sixth Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Sixth Amendment.

(g) Construction. The provisions of this Sixth Amendment shall be liberally construed to effectuate its purpose. The language of this Sixth Amendment shall be construed according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Sixth Amendment and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural and vice versa.

(h) Successors and Assigns. This Sixth Amendment shall be binding on and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

(i) Governing Law. The validity and interpretation of this Sixth Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

(j) Authorizations. Each party certifies and warrants that all individuals executing this Sixth Amendment and other related documents on its behalf have the capacity and have been duly authorized to do so. Each party shall also indemnify the other Parties to this Sixth Amendment and hold them harmless from any and all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.

(k) Effective Date. After this Sixth Amendment has been signed by authorized representatives of each of the Parties hereto, this Sixth Amendment shall become effective on the date on which the ordinance approving this Sixth Amendment becomes operative under Government Code section 36937.

(l) Definitions. All terms not specifically defined in this Sixth Amendment shall have the meanings ascribed to them in the Development Agreement.

(m) Impact of Sixth Amendment on Development Agreement. Unless otherwise specifically amended by this Sixth Amendment, all provisions of the Development Agreement, as previously amended, shall remain in full force.

(n) Interpretation of Developer. Each Riverpark Developer and its authorized successors and assigns shall be liable for and/or hold the rights, duties and obligations of the Development Agreement and this Sixth Amendment as they relate to the portion of the Site owned by such Riverpark Developer only. No Riverpark Developer nor its authorized successors or assigns shall be liable for the obligations under the Development Agreement or any amendments thereto as they relate to another portion of the Site not owned by such Riverpark Developer or such authorized successors or assigns, respectively.

(o) Recordation of this Sixth Amendment. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of this Sixth Amendment with the Ventura County Recorder's Office within ten (10) days after the mutual execution of this Sixth Amendment.

IN WITNESS WHEREOF, the Parties to this Sixth Amendment have each executed this Sixth Amendment as of the date first written above.

[Signatures on following pages]

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

Date: _____

By: _____

Mayor

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer
City Attorney

[Signatures continued on next page]

RIVERPARK COMMERCIAL AREA DEVELOPERS:

SOCM I, LLC,

a Delaware limited liability company

By: Shea Properties Management Company, Inc.,
a Delaware corporation,
its manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

RIVERPARK LANDING, LLC.

a Delaware limited liability company

By: Shea Properties Management Company, Inc.,
a Delaware corporation,
its manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[signatures continued on next page]

RIVERPARK POINTE, LLC,
a Delaware limited liability company

By: Shea Properties Management Company, Inc.,
a Delaware corporation,
its manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[signatures continued on next page]

OAKMONT OF RIVERPARK LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

SUNFLOWER, LP,
a California limited partnership

By: **Jazzy, LLC,**
a California limited liability company,
its General Partner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

)
ss:
)

COUNTY OF _____

On _____, 2022 before me, _____
Notary Public (insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: _____

[Seal]

EXHIBIT A-1

SOCMI'S PROPERTY

(attached)

EXHIBIT A-1
SOCM I, LLC LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

LOT 2 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-11 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122442-0 OF OFFICIAL RECORDS AND BEING A PORTION OF LOT 15 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-035

LOT 1 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 14-310-003 RECORDED DECEMBER 08, 2014 AS INSTRUMENT NO. 20141208-00153552-0 OF OFFICIAL RECORDS AND BEING A PORTION OF LOT 13 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-105 AND 132-0-311-165

PARCEL B:

LOT 1 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-7 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122443-0 AND RERECORDED APRIL 19, 2010 AS INSTRUMENT NO. 20100419-00057737-0 AND RERECORDED MAY 11, 2010 AS INSTRUMENT NO. 20100511-00070517-0, ALL OF OFFICIAL RECORDS AND BEING PORTIONS OF LOTS 14 AND 15 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-055

LOT 2 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-7 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122443-0 AND RERECORDED APRIL 19, 2010 AS INSTRUMENT NO. 20100419-00057737-0 AND RERECORDED MAY 11, 2010 AS INSTRUMENT NO. 20100511-00070517-0, ALL OF OFFICIAL RECORDS AND BEING A PORTION OF LOT 15 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-045

LOT 3 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-7 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122443-0 AND RERECORDED APRIL 19, 2010 AS INSTRUMENT NO. 20100419-00057737-0 AND RERECORDED MAY 11, 2010 AS INSTRUMENT NO. 20100511-00070517-0, ALL OF OFFICIAL RECORDS AND BEING PORTION OF LOT 10 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-125

PARCEL C:

LOT 1 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-8 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122444-0 AND RERECORDED APRIL 19, 2010 AS INSTRUMENT NO. 20100419-00057738-0, BOTH OF OFFICIAL RECORDS AND BEING PORTIONS OF LOTS 9 AND 10 OF

TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-115

LOT 2 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-8 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122444-0 AND RERECORDED APRIL 19, 2010 AS INSTRUMENT NO. 20100419-00057738-0, BOTH OF OFFICIAL RECORDS AND BEING PORTIONS OF LOTS 9 AND 13 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-135

PARCEL D:

PARCEL "B" OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-13, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA RECORDED MAY 29, 2009 AS INSTRUMENT NO 20090529-00087845-0 OF OFFICIAL RECORDS BEING A PORTION OF EL RIO DRIVE AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 29, 2007 AS INSTRUMENT NO. 20071029-00201173-0 OF OFFICIAL RECORDS.

APN: 132-0-311-085 AND 132-0-311-095

PARCEL E:

LOT 2 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 14-310-003 RECORDED DECEMBER 08, 2014 AS INSTRUMENT NO. 20141208-00153552-0 OF OFFICIAL RECORDS, BEING PORTIONS OF LOTS 9, 10, 13, 14, 15 AND MOONLIGHT PARK AVENUE, FORMERLY MOSS LANDING BOULEVARD OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALSO BEING A PORTION

OF EL RIO DRIVE AND A PORTION OF OXNARD BOULEVARD AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 29, 2007 AS INSTRUMENT NO. 20071029-00201173-0 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: ALL OF 132-0-311-015 AND PORTION OF 132-0-311-175

PARCEL F:

NONEXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND PARKING PURSUANT TO THAT CERTAIN OPERATION AND EASEMENT AGREEMENT BY AND BETWEEN TARGET CORPORATION, A MINNESOTA CORPORATION AND RIVERPARK COLLECTION, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED JUNE 30, 2010 AND RECORDED ON JULY 02, 2010 AS INSTRUMENT NO. 20100702-00097705-0 OF OFFICIAL RECORDS.

EXHIBIT A-2

RIVERPARK POINTE'S PROPERTY

(attached)

RIVERPARK POINTE LLC LEGAL DESCRIPTION

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 2603 Main Street • Suite 400 • Irvine, CA 92614-4250 • 949.988.5815 phone • 949.988.5820 fax • huitt-zollars.com

R300668.01

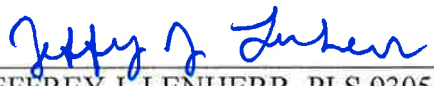
05-23-17

THE POINTE

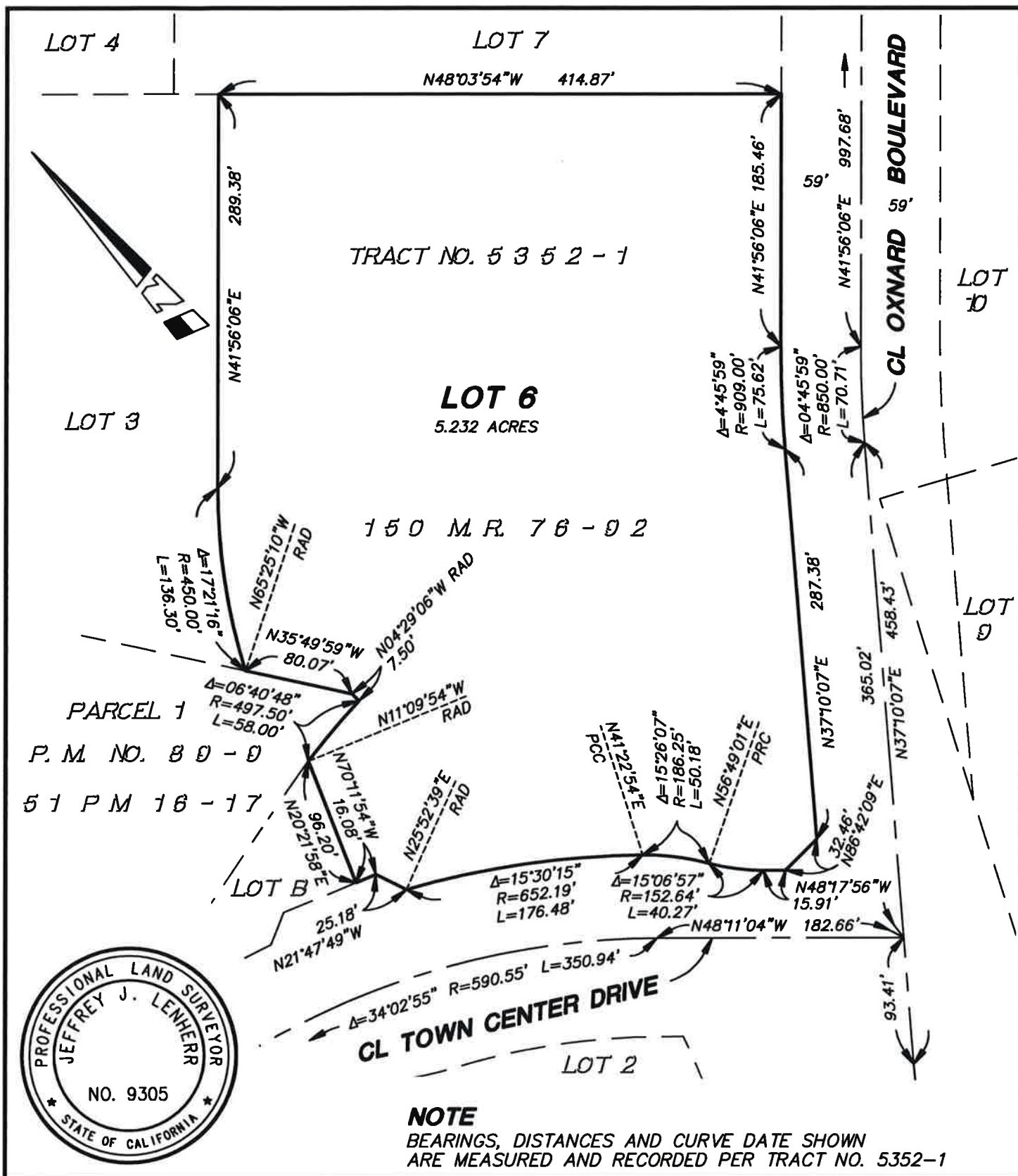
Lot 6 of Tract No. 5352-1, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 150, Pages 76 through 92, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

Containing an area of 5.232 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.


JEFFREY J. LENHERR, PLS 9305





HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
2603 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

Jeffrey J. Lennher

5/23/17

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

THE POINTE

LOT 6

TRACT NO. 5352-1

SCALE 1"=100'

DRAWN BY PMP/cr

CHECKED BY CR

DATE 05-23-2017

JOB NO. R300668.01
10119812

EXHIBIT A-3

RIVERPARK LANDING'S PROPERTY

(attached)

EXHIBIT A-3
RIVERPARK LANDING'S LEGAL DESCRIPTIONS

LOT 1

Lot 1 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

LOT 2

Lot 2 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

LOT 3

Lot 3 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

LOT 4

Lot 4 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

LOT 5

Lot 5 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

LOT 6

Lot 6 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

COLLECTIVE

Lots 1 through 6, inclusive, of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

EXHIBIT A-4

OAKMONT'S PROPERTY

(attached)

EXHIBIT A-4

OAKMONT SENIOR LIVING

Lot 4 of Lot Line Adjustment LLA 17-310-05, in the City of Oxnard, County of Ventura, State of California, recorded May 26, 2017 as Document No. 20170526-00068773-0 of Official Records, in the office of the County Recorder, of said County.

EXHIBIT A-5

SUNFLOWER'S PROPERTY

(attached)

R300668.01
05-01-17

EXHIBIT "A" LEGAL DESCRIPTION

Those portions of Lots 1 and 2 of Lot Line Adjustment LLA 10-310-03, in the City of Oxnard, County of Ventura, State of California, recorded on June 29, 2010 as Instrument No. 20100629-00095245-0 of Official Records, in the office of the County Recorder of said County, together with a portion of Lot 3 of Lot Line Adjustment LLA 15-310-06, in said City of Oxnard, recorded April 19, 2016 as Instrument No. 20160419-00053241-0 of said Official Records, described as follows:

Beginning at the most Westerly corner of said Lot 2 of said Lot Line Adjustment LLA 10-310-03; thence along the Southwesterly lines of said Lots 1 and 2, the following two (2) courses: South 72°41'45" East 225.23 feet and South 65°46'37" East 131.28 feet; thence leaving said Southwesterly line of said Lot 1 North 17°08'39" East 261.54 feet; thence North 72°51'21" West 441.19 feet; thence South 17°08'39" West 244.49 feet to the Southwesterly line of said Lot 3 of Lot Line Adjustment LLA 15-310-06; thence along said Southwesterly line of said Lot 3 South 72°41'45" East 85.68 feet to the point of beginning.

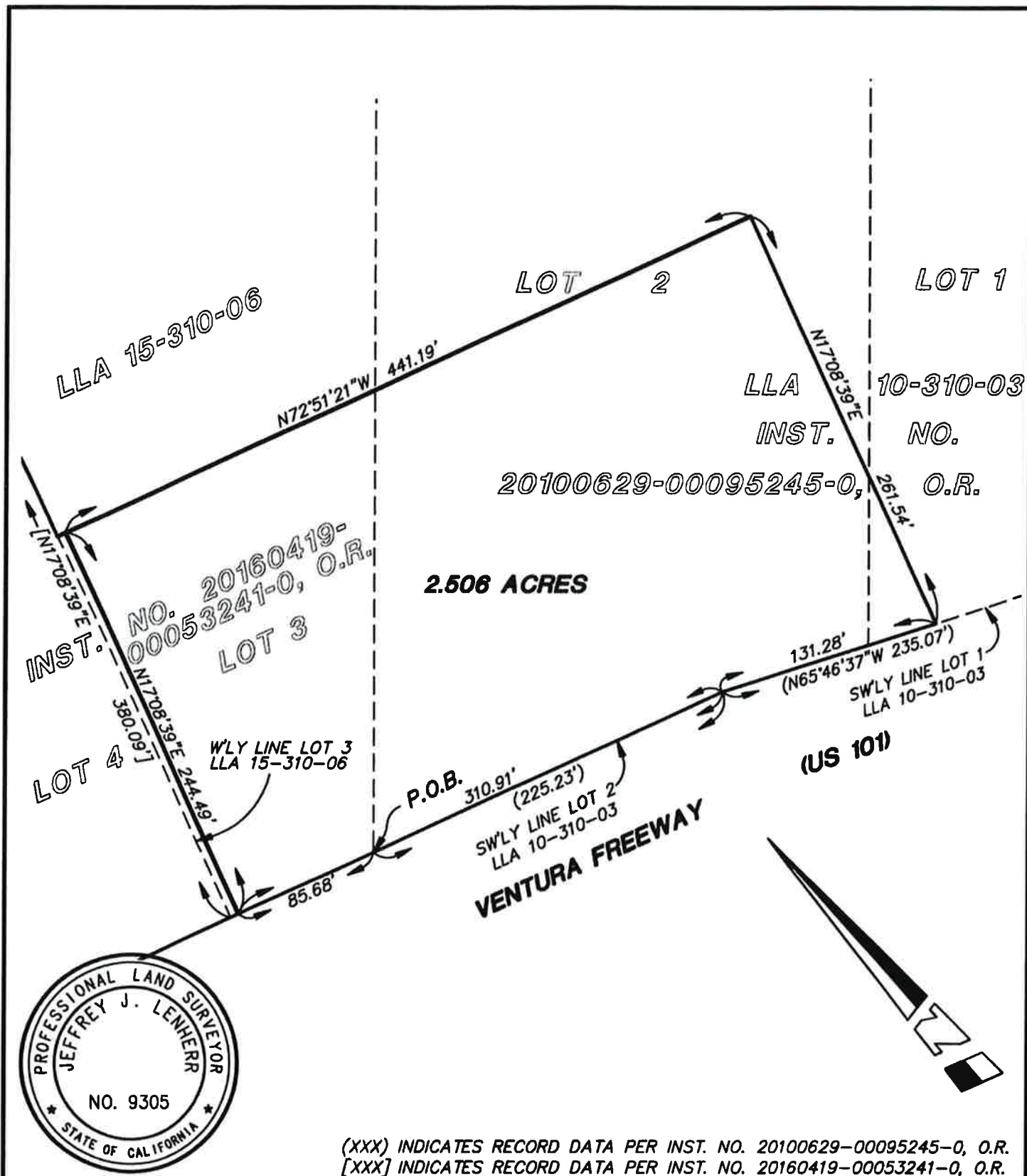
Containing an area of 2.506 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Jeffrey J. Lenherr
JEFFREY J. LENHERR, PLS 9305





HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
2603 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

Jeffrey J. Lennert

5/1/17

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

EXHIBIT 'B'
**DECLARATION OF
RESTRICTIVE COVENANT**

SCALE 1"=80'

DRAWN BY CR

CHECKED BY JLL

DATE 5/1/2017

JOB NO. R300668.01

R300668.01
05-01-17

EXHIBIT "A"
LEGAL DESCRIPTION

Those portions of Lots 1 and 2 of Lot Line Adjustment LLA 10-310-03, in the City of Oxnard, County of Ventura, State of California, recorded on June 29, 2010 as Instrument No. 20100629-00095245-0 of Official Records, in the office of the County Recorder of said County, described as follows:

Commencing at the Northwestern terminus of that certain course on the Southwesterly line of said Lot 2 shown as having a bearing and distance of "N 65°46'37" W 89.71' " on said Lot Line Adjustment; thence along said Southwesterly line of said Lot 2 and said Lot 1 South 65°46'37" East 131.28 feet to the TRUE POINT OF BEGINNING; thence leaving said Southwesterly line North 17°08'39" East 261.54 feet; thence South 72°51'21" East 257.54 feet; thence South 17°08'39" West 56.94 feet; thence South 47°21'26" East 231.39 feet to the Southeasterly line of said Lot 1; thence along said Southeasterly line and said Southwesterly line of said Lot 1, the following ten (10) courses: South 37°25'57" West 26.43 feet, South 34°28'27" West 198.82 feet, South 56°15'27" West 31.20 feet, South 56°15'57" West 15.42 feet, North 85°57'51" West 11.49 feet, North 48°11'35" West 102.08 feet, North 59°00'30" West 55.40 feet, North 28°49'03" East 28.19 feet, North 48°12'07" West 124.96 feet, and North 65°46'37" West 103.79 feet to the TRUE POINT OF BEGINNING.

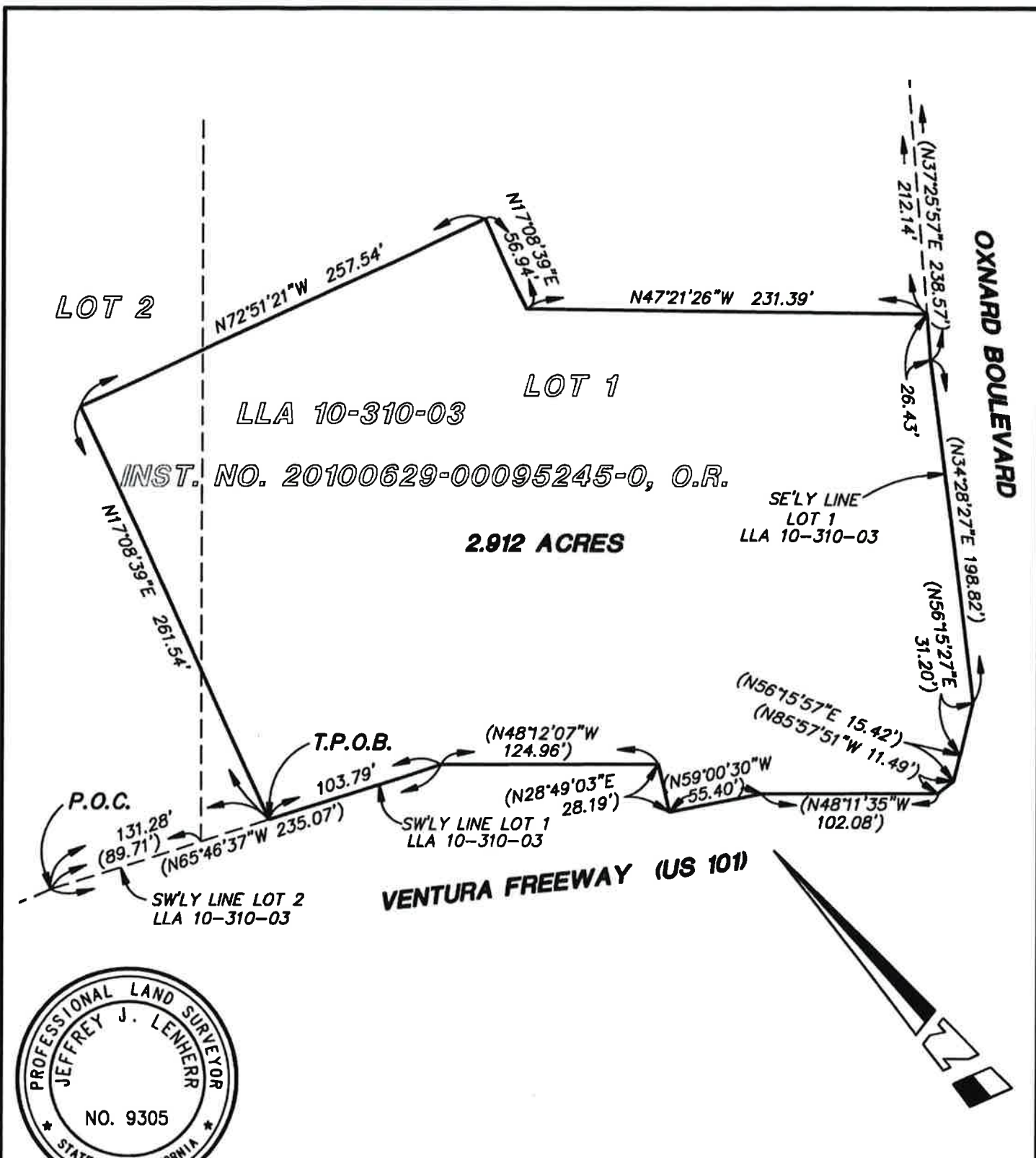
Containing an area of 2.912 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.


JEFFREY J. LENHERR, PLS 9305





(XXX) INDICATES RECORD DATA PER INST. NO. 20100629-00095245-0, O.R.

HUITT-ZOLLARS Huitt-Zollars, Inc. Irvine 2603 Main Street, Suite 400, Irvine, CA 92614 Phone (949) 988-5815 Fax (949) 988-5820	SKETCH TO ACCOMPANY A LEGAL DESCRIPTION EXHIBIT 'B' DECLARATION OF RESTRICTIVE COVENANT	SCALE 1"=80' DRAWN BY CR CHECKED BY JLL DATE 5/1/2017 JOB NO. R300668.01
APPROVED BY <i>Jeffrey J. Lennher</i> 5/1/17		

EXHIBIT B

LIST OF EXEMPTED OR MODIFIED FEES
UNDER DEVELOPMENT AGREEMENT

(attached)

RESIDENTIAL FEES

FEE ASSUMPTIONS FOR RESIDENTIAL USE -- USING CITY OF OXNARD FEES HANDOUT DATED SEPT 24, 2018

PLANNING FEES

Traffic Impact Fees - 2018 Fee Handout

Air Quality Fee -- 2108 Fee Handout

Sewer Treatment Fee -- 2018 Fee Handout

Water System Connection Fee

Storm Drainage Fees

Growth Development Fee

Parks Acquisition & Development Tax

General Plan Maintenance Fee

LOCK 2018 P. 27 \$4745 per unit p. 26 Oxnard City fees

LOCK 2018 P. 29 Air Quality 2018 from City of Oxnard.

LOCK 2018 &
CREDIT DA Section 5.5 - Exempt through end of DA term

LOCK 2018 P. 24 Based on meter size

WAIVED DA Section 5.4 - Exempt through end of DA term

LOCK 2018 &
CREDIT DA Section 6.0 - Exempt through end of DA term

WAIVED DA Amendment No 5, Section 3 (ii) Exempt through end of DA term

LOCK 2018 P. 30 0.24% of Building permit valuation.

OTHER PLANNING FEES

Undergrounding of Utility Lines

Quimby

Public Art Program

Affordable Housing Fees

Mobility Fee

Rio School District Fees (letter on file at City)

Oxnard Union High School Fee

N/A P. 29 Lines are already underground.

WAIVED DA Section 9.0 - Exempt through end of DA term

CREDIT DA Approval - Collection provided over \$2 million in public art
Including Affordable Units in Project otherwise \$7,735 per unit

CREDIT DA Amendment No 5, Section 3 (ii) Exempt through end of DA term

DA Section 7.0 - Exempt through end of DA term

Pursuant to School Facilities Mitigation Agreement Between The Rio School District, Riverpark A,
LLC and Riverpark B, LLC (10/15/2002) -- RENTABLE SF

\$ 1.42

COMMERCIAL FEES

FEE ASSUMPTIONS FOR RESIDENTIAL USE -- USING CITY OF OXNARD FEES HANDOUT DATED SEPT 24, 2018

PLANNING FEES

Traffic Impact Fees - 2018 Fee Handout

Air Quality Fee -- 2108 Fee Handout

Sewer Treatment Fee -- 2018 Fee Handout

Water System Connection Fee

Storm Drainage Fees

Growth Development Fee

Parks Acquisition & Development Tax

General Plan Maintenance Fee

LOCK 2018 P. 27 \$4745 per unit p. 26 Oxnard City fees

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LOCK 2018 &
CREDIT DA Section 5.5 - Exempt through end of DA term

LOCK 2018 P. 24 Based on meter size

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LOCK 2018 &
CREDIT DA Section 6.0 - Exempt through end of DA term

WAIVED DA Amendment No 5, Section 3 (ii) Exempt through end of DA term

LOCK 2018 P. 30 0.24% of Building permit valuation.

OTHER PLANNING FEES

Undergrounding of Utility Lines

Quimby

Public Art Program

Affordable Housing Fees

Mobility Fee

Rio School District Fees (letter on file at City)

Oxnard Union High School Fee

N/A P. 29 Lines are already underground.

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Including Affordable Units in Project otherwise \$7,735 per unit

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DA Section 7.0 - Exempt through end of DA term

Pursuant to School Facilities Mitigation Agreement Between The Rio School District, Riverpark A,
LLC and Riverpark B, LLC (10/15/2002) -- RENTABLE SF

\$ 1.42

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SECOND AMENDMENT TO DEVELOPMENT AGREEMENT NO. 7113 (PLANNING AND ZONING PERMIT NO. 20-670-03) AND CERTIFYING ADDENDUM NO. 15 TO FINAL ENVIRONMENTAL IMPACT REPORT NO. 00-03 FOR THE RIVERPARK SPECIFIC PLAN. THE PROJECT SITE IS LOCATED AT 2700 AND 2750 NORTH VENTURA ROAD (APN 132-0-100-095 & 132-0-100-085). FILED BY JONATHAN K. CORNELIUS OF FORE PROPERTY, 1004 SANTA BARBARA STREET, SANTA BARBARA , CA 93101.

WHEREAS, on September 10, 2002 the City Council approved the entitlements for The RiverPark Specific Plan to guide future development on the 702-acre project site; and

WHEREAS, On November 18, 2008, the City Council adopted Ordinance No. 2787, approving Planning and Zoning Permit No. 08-670-03 (Development Agreement No. A-7113) between the owners of the Project site and the City of Oxnard; and

WHEREAS, On November 9, 2010, the City Council adopted the first Development Agreement Amendment which maintained development fees at certain levels for an extended period of time, based on market conditions at the time; and

WHEREAS, in July 2002 the City Council certified Final Environmental Impact Report (FEIR) No. 2000-03 (State Clearinghouse No. 2000051046) and adopted a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The RiverPark Specific Plan and the anticipated build out of the 702-acre specific plan site. The FEIR No. 00-03 found four areas of significant impacts (Earth Resources-Mineral Resources, Water Quality, Agricultural Resources, and Cultural Resources-Historical Resources); and

WHEREAS, an EIR Addendum was prepared to summarize the site specific technical clarifications with respect to the following impact analysis areas associated with the proposed SPA and Development Agreement Amendment (DAA) Land Use, Aesthetic, Earth Resources, Biological Resources, Water Resources, Transportation and Circulation, Agricultural Resources, Air Quality, Noise, Public Schools, Fire Protection, Police Protection, Parks and Recreation, Solid Waste Management, Library Services, Stormwater Drainage, Water Supply and Distribution, Wastewater Service, Entergy, Cultural Resources, Hazards, Wildfire, and Tribal Cultural Resources. The EIR Addendum concluded that no additional significant impacts were identified in Addendum No. 15 prepared for this Project, nor would the Project substantially increase the severity of previously anticipated significant impacts. No additional mitigation measures are required; and

WHEREAS, the Planning Commission of the City of Oxnard (**"Planning Commission"**) has considered an application for Planning and Zoning Permit No. 20-670-03 (**"Project"**), a second amendment to Development Agreement No. A-7113 (Development Agreement) between the CITY OF OXNARD, a municipal corporation of the State of California (the **"City"**) and OXNARD COASTAL INVESTMENTS, LLC, a California limited liability company and VENTURA LAND

DEVELOPMENT COMPANY, LLC, a California limited liability company (collectively referred to “Applicant” or “Developer” in the record of proceedings) for the development of the Fore Property; and

WHEREAS, the Second Development Agreement Amendment (DAA) shall allow for a time extension, impact fee modifications, define future affordable housing requirements, and off-site maintenance requirements. The proposed changes are set forth in Exhibit A to this Ordinance; and

WHEREAS, on December 16, 2021, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for a Development Agreement Amendment (PZ 20-670-03) in accordance with Section 16-575 of the Oxnard City Code; and

WHEREAS, the Planning Commission, after due study, deliberation and a duly noticed public hearing on December 16, 2021, and after it received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, found that the project meets the criteria set out in California Government Code 65864 through 65869.5; and

WHEREAS, pursuant to CEQA Guidelines §15164, the Commission considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project; and

WHEREAS, the Planning Commission adopted Resolution 2021-50 recommending that the City Council approve Planning & Zoning Permit No. 20-670-03 (Development Agreement Amendment) with the requirement that the property owner enter into a Project Labor Agreement before the development of the Fore Property proceeds; and

WHEREAS, on March 15, 2022, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider the request to approve Planning and Zoning Permit No. 20-670-03 (Development Agreement Amendment), both as originally negotiated with the Applicant and as recommended by the Planning Commission in accordance with the OCC; and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, pursuant to CEQA Guidelines §15164, the City Council considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project; and

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, the City Council has determined that minor changes are proposed to the project for which an FEIR was previously certified; and that an Addendum is the appropriate environmental document to evaluate the minor changes in the Project, and has prepared an Addendum thereto because the proposed changes to the original Specific Plan and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts. The City Council has determined that there is no substantial evidence that the Project

would result in new or substantially more severe impacts than those identified in FEIR No. 00-03. Rather, all of the impacts associated with the Project are within the envelope of impacts addressed in the Certified FEIR and do not constitute a new or substantially increased significant impact. Accordingly, none of the conditions that trigger the need to prepare a subsequent Environmental Impact Report pursuant to CEQA Guidelines § 15162 would occur; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the proposed Development Agreement Amendment is consistent with the 2030 General Plan; and

WHEREAS, the pursuit of the Development Agreement Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As outlined in Section 6(b) and Attachment E of the Planning Commission Staff report dated December 16, 2021, the proposed Development Agreement Amendment is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;
2. As outlined in Section 6(d) of the Planning Commission Staff report dated December 16, 2021, the proposed Development Agreement Amendment is a logical refinement and internally consistent with the adopted Fore Development Agreement; and
3. As determined in the Addendum to FEIR No. 00-03, the proposed Development Agreement Amendment will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare;
4. As outlined in Section 6(c - d) of the Planning Commission Staff report dated December 16, 2021, the proposed Development Agreement in association with the RiverPark Specific Plan Amendment conforms to adopted City standards and constitutes good City planning.

WHEREAS, the Applicant agrees that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this Ordinance that were part of the approval process.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Fore Property Development Agreement

Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Fore Property Development Agreement Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Fore Property Development Agreement Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the development that would be authorized for the project site by the proposed Fore Property Development Agreement Amendment is the best use for the subject project site.

SECTION 6. The City Council determines that the Fore Property Development Agreement Amendment is in the best interests and welfare of the City and its residents.

SECTION 7. In approving this ordinance for the Fore Property Development Agreement, the City Council finds and determines the project is in compliance with the California Environmental Quality Act because Addendum No. 15 to FEIR No. 00-03, and Subsequent Addendums was considered by the City Council at the public hearing for the RiverPark Specific Plan Amendment and Development Agreement Amendment. The Addendum to the FEIR No. 00-03 was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent environmental impact report pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the FEIR No. 00-03 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. Based on the findings set forth herein, the City Council approves Planning and Zoning Permit No. 20-670-03 (Amendment No. 2 to Development Agreement No. A - 7113) to amend the Development Agreement pursuant to Exhibit A, without the recommended action of the Planning Commission, hereto attached.

SECTION 9. Planning and Zoning Permit No. 20-670-03 (Amendment No. 2 to Development Agreement No. A - 7113) is approved to amend the Development Agreement pursuant to Exhibit A, without the recommended action of the Planning Commission, hereto

attached.

SECTION 10. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance; and

SECTION 11. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 12. The City Clerk shall certify as to the adoption of this Ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. ____ was first read on March 15, 2022, and finally adopted on _____, 20__ to become effective thirty days thereafter.

PASSED and ADOPTED this _____ day of _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

ATTEST:

Rose Chaparro, City Clerk

John C. Zaragoza, Mayor

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Ordinance No. _____
Fore Property Development Agreement Amendment No. 2 (PZ 20-670-03)
City Council Hearing Date: March 15, 2022
Page 6 of 6

EXHIBIT A

SECOND DEVELOPMENT AGREEMENT TEXT

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attn: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the "Second Amendment") is made in Ventura County, California as of _____, 202__, by and between the **CITY OF OXNARD**, a municipal corporation of the State of California (the "City") and **OXNARD COASTAL INVESTMENTS, LLC**, a California limited liability company and **VENTURA LAND DEVELOPMENT COMPANY, LLC**, a California limited liability company (collectively, "Developer").

RECITALS

- A. Developer is the successor in interest to the owner of that certain real property located in the City and more particularly described in Exhibit 1 attached hereto ("Property"). The Property is located within the boundaries of the City's RiverPark Specific Plan.
- B. The City and the prior owner of the Property entered into that certain Development Agreement dated as of November 18, 2008, and which was recorded against the Property on December 1, 2008, as Instrument No. 20081201-00172496-0 in the Ventura County Recorder's Office and re-recorded against the Property on December 17, 2008, as Instrument No. 20081217-00180417-0 in the Ventura County Recorder's Office (the "Original Development Agreement"), as amended by that certain First Amendment to Development Agreement dated as of November 9, 2010, and recorded against the Property on January 6, 2011, as Instrument No. 20110106-00003776-0 in the Ventura County Recorder's Office (the "First Amendment to Development Agreement"). The Original Development Agreement as amended by the First Amendment to Development Agreement, together with any extensions or amendments approved administratively, are referred to herein collectively as the "Development Agreement."
- C. As of the date of this Second Amendment, Developer is in full compliance with the terms, conditions, and obligations of the Development Agreement, as amended.

- D. The City has recently adopted updated development impact fees (the “2020 Development Impact Fees”) related to the installation of public infrastructure to accommodate future development planned to occur in the City. The bulk of the development within the RiverPark Specific Plan Area has already occurred. In conjunction with such development, the public infrastructure associated with and necessary for the development of the RiverPark Specific Plan has already been constructed.
- E. Developer and the City intend hereby to amend the Development Agreement to establish a mechanism for the payment of certain 2020 Development Impact Fees that are to be applied within the RiverPark Specific Plan area as described below.
- F. Developer and the City each desire to obtain the agreement of one another to the provisions of the Development Agreement, as amended by this Second Amendment.
- G. On December 16, 2021, the Planning Commission held a duly noticed public hearing wherein the Planning Commission reviewed this Second Amendment.
- H. On March 15, 2022, the City Council held a duly noticed public hearing on this Second Amendment in accordance with Government Code Section 65868.
- I. The City Council has given notice of its intention to consider this Second Amendment, has conducted public hearings thereon pursuant to the relevant portions of the Government Code, and has found that the provisions of this Second Amendment are consistent with the City’s General Plan, City zoning ordinances, and the RiverPark Specific Plan, as amended. The City Council has also specifically considered the impacts and benefits of this Second Amendment upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Second Amendment is beneficial to the residents of the City and is consistent with the present public health, safety, and welfare needs of the residents of the City and the surrounding region.
- J. The City has determined that the actions to be taken pursuant to this Second Amendment will not result in environmental impacts which are new or substantially changed from those already analyzed and addressed in the RiverPark FEIR and subsequent addenda, and, therefore has determined that none of the elements set forth in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines exists and therefore has determined, in accordance Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines, that no subsequent or supplemental Environmental Impact Report, Negative Declaration or Mitigated Negative Declaration is required to be prepared prior to adopting the Ordinance approving this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the operative provisions of this Second Amendment by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Developer agree as follows:

Section 1. Extension of the Term of the Development Agreement.

The term of the Development Agreement, and in particular Section 2 of the Original Development Agreement, is hereby amended to extend such term through and including July 1, 2028. Therefore, the first sentence of Section 2 of the Original Development Agreement is hereby amended and replaced as follows: “This Agreement shall become operative and commence upon the Effective Date and shall remain in effect through and including July 1, 2028, unless the term is modified by mutual written consent of the City and the Developer.”

Section 2. Application of 2020 Development Impact Fees and Credits Thereon.

In light of the public infrastructure already constructed in conjunction with development on the Project, the City agrees that through July 1, 2028, the maximum amount of any traffic impact fees assessed shall be limited to the rate in effect immediately prior to the City’s adoption of the 2020 Development Impact Fees, which are reflected on the City’s fee chart dated as of September 24, 2018. The City further agrees that the 2020 Development Impact Fees related to the Park Development Fee shall not apply to the Project.

In lieu of the 2020 Development Impact Fees related to the Mobility Fee, the RiverPark Commercial Area Developers shall pay an alternative Mobility Fee based on the project density. Based on the average density of the added residential units of 1.71 persons per residential unit, the alternative Mobility Fee for the Multi-Family residential would be \$1,347.05 per unit. Credits for the reasonable cost of design, engineering, land and construction costs of the public bicycle and pedestrian facilities constructed as part of the buildout of the RiverPark Specific Plan area, not otherwise used to offset mobility fees or other required fees which have already been credited, shall be granted for the alternative Mobility Fee on a first-come, first-served basis among all developers in the RiverPark Specific Plan area. Under no circumstances shall Developer be entitled to a refund of the fee credits or a transfer to a third party (i.e., an entity that does not qualify as Developer or permitted assignee under this Agreement) of the fee credits obtained pursuant to this Section. Developer is not guaranteed that any credits will still be available at the time of the imposition of any fees. Developer shall provide all funding necessary for a mutually agreed upon third party consultant to verify all costs used to obtain fee credits.

The City acknowledges that, as specified in the RiverPark Specific Plan, the Project includes public recreation and open space areas, including parks, trails and other open spaces (collectively, the “Public Recreation Areas”). The City acknowledges that the value of such Public Recreation Areas exceed the Quimby Fees under Government Code Section 66477 and that the City would otherwise be entitled to impose on the Project and that no Quimby Fees or other park-related fees shall be due from Developer in connection with any portion of the Project. This waiver of payment of current and future City Quimby Fees and park-related fees shall remain in effect for the term of this Agreement, including any extensions thereof, or until the initial buildout of the Project occurs, whichever term is longer.

In lieu of the 2020 Development Impact Fees related to the Growth Requirement Capital Fee (aka Growth Development Fee), Developer shall pay an alternative Growth Requirement Capital Fee based on the project density. Based on the average density of the added residential units of 1.65 persons per residential unit, the Growth Requirement Capital Fee for the Multi-

Family residential would be \$2,290 per unit, in full satisfaction of the City's growth development requirements and Resolution Numbers 10,275, 10,996 and 12,975.

Further, the City acknowledges that Developer shall have the option of either: (i) paying a public art fee in the amount of \$0.28 per square foot of the roofed area per building, or (ii) providing art onsite equal in value to the public art fee amount set forth in clause (i) above, in full satisfaction of the City's public art requirements and City Council Resolution 14,124. Developer shall maintain public art installations on the Property in perpetuity, if installed.

Further, Section 6 of the Development Agreement shall be deleted in its entirety and replaced with the following:

"6. Project's Payment of Development Impact and Capital Fees. Except as modified by this Second Amendment, Developer shall pay all development impact and capital fees applicable to the Project at such time and in such manner as is provided in the Development Fees document from the City with an effective date of September 24, 2018. Such existing fees shall be fixed for the term of this Second Amendment. The Existing Fees shall consist of those development impact and capital fees in existence as of September 24, 2018, including but not limited to Sewer Connection Fees, Water System Connection Fees, Water Service and Meter Charges, Storm Drain Fees, Traffic Impact Fees, Undergrounding of Overhead Utility Lines, and Air Quality Impact Fees. The Existing Fees shall only include such fees that are retained by the City and not paid to another governmental agency, and that offset or reimburse the City for the increased impacts on the City's public improvements due to development. Any increase in any fee applicable to such Project shall only be applicable to the Project to the extent that any such fee increase is applied consistently and proportionately in accordance with applicable law."

Section 3. Future Affordable Housing.

The City's Affordable Housing Ordinance (Ordinance 2980) requires that residential projects containing more than ten (10) units shall provide ten percent (10%) of the total number of units as affordable units, with half being affordable to persons of lower income and half being affordable to persons of very low income; however, the City's Affordable Housing Ordinance does not apply to new housing projects located in areas subject to a specific plan adopted by the City that requires such projects to provide as many or more affordable units for lower and very low income persons and families as the City's Affordable Housing Ordinance. The City and Developer have agreed to an alternative affordable housing program for the Property subject to this Second Amendment. In lieu of the ten percent (10%) requirement under the City's Affordable Housing Ordinance stated above, all new residential projects developed on the Property after the date of this Second Amendment containing ten or more dwelling units to be offered for rent shall include a number of dwelling units equal to not less than fifteen percent (15%) of the total number of dwelling units in the project offered for rent at the following levels: five percent (5%) shall be rented at an affordable rent to persons and families of very-low income, five percent (5%) shall be rented at an affordable rent to persons and families of lower income, and five percent (5%) shall be rented at an affordable rent to persons and families of

moderate income, as defined in California Health and Safety Code Sections 50105, 50079.5, 50093, respectively. Upon certificate of occupancy of the for-rent Affordable Housing Units for Very Low, Low and Moderate Income Households each such units shall be rented at rents that are Affordable to Very Low, Low, or Moderate Income Households for a period of fifty-five (55) years. Such units shall otherwise comply with the requirements in the City's Affordable Housing Ordinance. For Moderate Income units, however, the maximum affordable rent shall be calculated as defined in Health and Safety Code 50053(b)(5).

Section 4. Expiration of Town Center Development Agreement.

The City and Developer acknowledge the existence of a "Development Agreement/Oxnard Town Center Project" ("Town Center Development Agreement"), which was entered into between the City and Warmington-Semler Partners, and recorded on October 2, 1986 as Instrument No. 86-137015 in the Ventura County Recorder's Office. The Town Center Development Agreement is an encumbrance against the Property. The City acknowledges and agrees that the Town Center Development Agreement has expired by its terms and is no longer in force and effect. Further, the City acknowledges and agrees that the Town Center Development Agreement has been superseded and replaced by the Development Agreement. The City agrees to take appropriate steps to release the Town Center Development Agreement from the Property.

Section 5. Maintenance Agreement for Access Road with Caltrans.

Developer agrees to enter into a maintenance agreement for the access drive and road located just north of the US 101 (Ventura Freeway) and to the East of Ventura Boulevard ("Access Road") with the City (the "Maintenance Agreement"). The Maintenance Agreement will be entered into after Developer or its assignee secures entitlements for that certain project known as "Fore Riverpark" that is currently pending before the City.

Section 6. Miscellaneous Provisions.

(a) Entire Agreement. Except for the Development Agreement, which this Second Amendment amends, this Second Amendment represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Second Amendment.

(b) Section Headings. The section headings contained in this Second Amendment are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(c) Counterparts. This Second Amendment and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(d) Waiver. No waiver of any provision of this Second Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(e) Severability. If any term, covenant, condition or provision of this Second Amendment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Second Amendment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided that the invalidity or unenforceability of such provision does not adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder.

(f) No Reliance on Other Parties. All parties to this Second Amendment declare that, prior to the execution of this Second Amendment, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Second Amendment and making the decision to execute it. The parties hereto each represent and acknowledge that in executing this Second Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Second Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Second Amendment.

(g) Construction. The provisions of this Second Amendment shall be liberally construed to effectuate its purpose. The language of this Second Amendment shall be construed according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Second Amendment and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural and vice versa.

(h) Successors and Assigns. This Second Amendment shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

(i) Governing Law. The validity and interpretation of this Second Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

(j) Authorizations. Each party certifies and warrants that all individuals executing this Second Amendment and other related documents on its behalf have the capacity and have been duly authorized to do so. Each party shall also indemnify the other parties to this Second Amendment and hold them harmless from any and all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.

(k) Effective Date. After this Second Amendment has been signed by authorized representatives of each of the parties hereto, this Second Amendment shall become effective on the date on which the ordinance approving this Second Amendment becomes operative under Government Code Section 36937.

(l) Definitions. All terms not specifically defined in this Second Amendment shall have the meanings ascribed to them in the Development Agreement.

(m) Impact of Second Amendment on Development Agreement. Unless otherwise specifically amended by this Second Amendment, all provisions of the Development Agreement, as previously amended, shall remain in full force.

(n) Intentionally Omitted.

(o) Recordation of this Second Amendment. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of this Second Amendment with the Ventura County Recorder's Office within ten (10) days after the mutual execution of this Second Amendment.

IN WITNESS WHEREOF, the parties to this Second Amendment have each executed this Second Amendment as of the date first written above.

[Signatures on following pages]

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

Date: _____

By: _____

Mayor

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer
City Attorney

[Signatures continue on next page]

DEVELOPER:

OXNARD COASTAL INVESTMENTS, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

VENTURA LAND DEVELOPMENT COMPANY,
a California limited liability company

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2022 before me, _____
Notary Public (insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: _____

[Seal]

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2022 before me, _____
Notary Public (insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: _____

[Seal]

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2022 before me, _____
Notary Public (insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: _____

[Seal]

EXHIBIT 1

THE PROPERTY

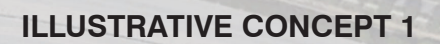
All that certain real property situated in the County of **Ventura**, State of California, described as follows:

LOTS 8 AND 9 OF **TRACT NO. 4334**, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN **BOOK 114, PAGES 62 TO 66** OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER THE PROPERTY HEREIN DESCRIBED, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE THEREOF OR WITHIN OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEED RECORDED IN **BOOK 4723, PAGE 472** OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE REMAINDER OF ALL THE OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER SAID PROPERTY, WITHOUT, HOWEVER THE RIGHT TO ENTER ON THE SURFACE THEREOF OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEEDS RECORDED DECEMBER 3, 1986 AS **INSTRUMENT NO. 86-175822 THROUGH 86-175828**, OF OFFICIAL RECORDS.

Assessor's Parcel Number: **132-0-100-085 & 132-0-100-095**



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

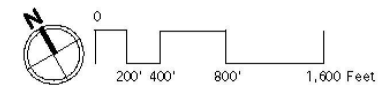
Legend

Planning Districts

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

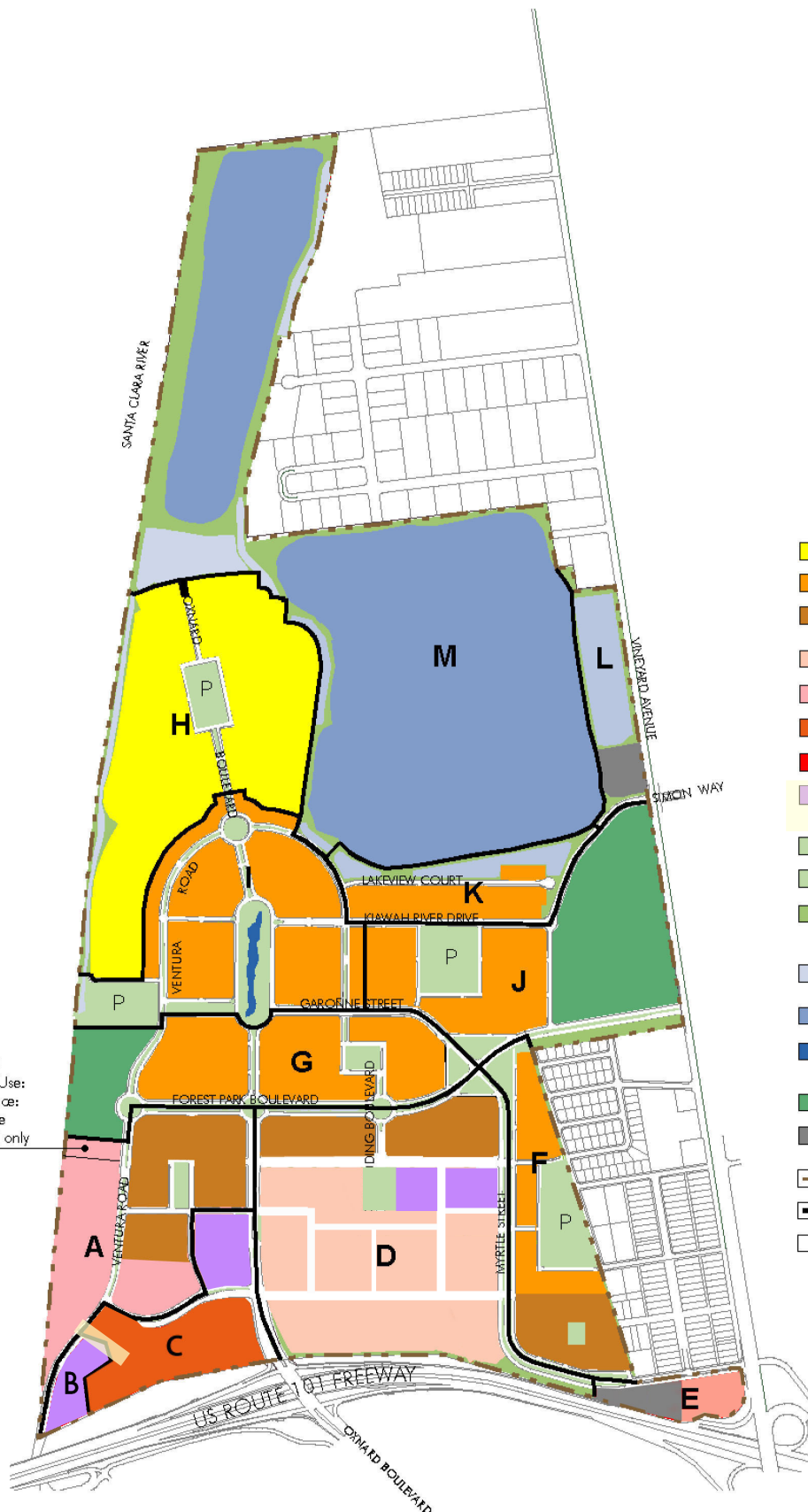
Land Use

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



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

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



LAND USE PLAN: PERMITTED USES

exhibit

2.B

August 27, 2002
update through 3/2012
Modified in
SPA 2015

prepared for RiverPark Development, LLC by AC Martin Partners with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

RiverPark Specific Plan Amendment & RiverPark and Fore Property Development Agreement Amendments

Planning and Zoning Permit (PZ) Nos.
20-630-01 (Seventh Amendment to the RiverPark Specific Plan),
20-670-04 (Sixth Development Agreement Amendment), and
20-670-03 (Second Development Agreement Amendment)

Applicants: Ann Walsh, Shea Properties, and Jonathan K. Cornelius of Fore Property

Joe Pearson II, Senior Planner

Scott Kolwitz, Planning and Environmental Services Manager

Vyto Adomaitis, Director of Community Development

City Council
March 15, 2022

Presentation Components

1. Project Location
2. Background
3. Project Description & Environmental Review
4. Planning Commission Meetings and Recommendations
5. Project Labor Agreement
6. District D & Housing Element Consistency
7. Staff Recommendation
8. Options Before the City Council

Project Location

Subject Site: RiverPark

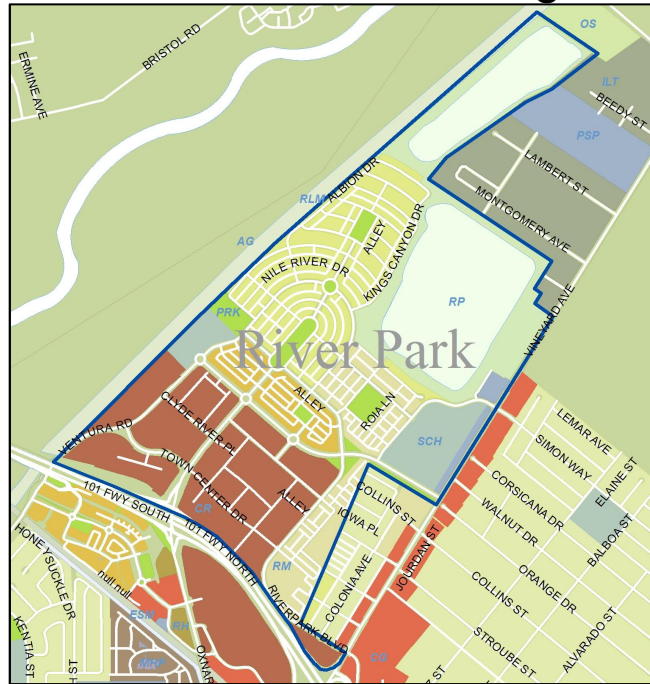
Location: The 702-acre RPSP site is located in the western portion of Ventura County, in the northwestern edge of the City of Oxnard.

Fore Location: This project site is located at 2700 and 2750 North Ventura Road, southwesterly of the intersection of North Ventura Road and Town Center Drive, within the RPSP Area.

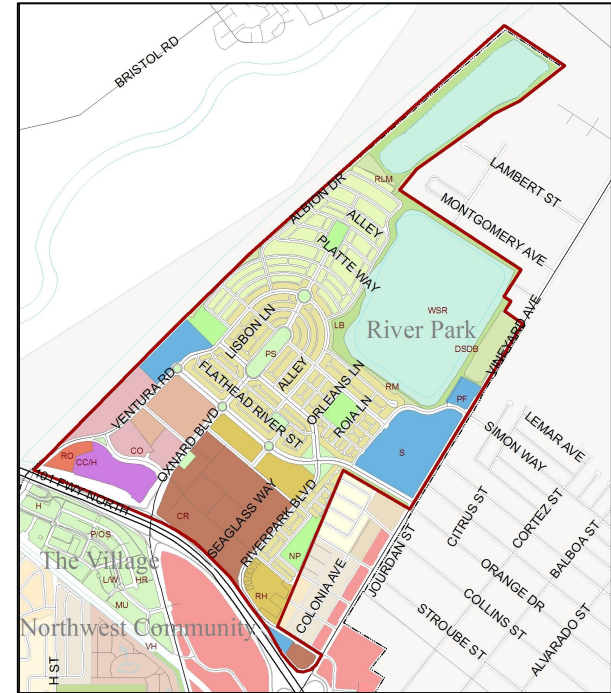


General Plan & Zoning

General Plan Land Use Designations



Zoning Designations



General Plan Consistency

- RiverPark is located within the North Oxnard Transit Enhancement District (NOTED) Urban Village as defined in the 2030 General Plan.
- 1,025 housing units identified in RiverPark in the 2021-2029 Housing Element.
- 8,549 housing units in the City's Regional Housing Needs Allocation (RHNA). 9,427 housing unit capacity identified in the Housing Element.

Riverpark Specific Plan Amendment



Background - RiverPark Specific Plan

- The RPSP was adopted by the City Council on September 10, 2002:
 - The original plan allowed for the development of 2,805 dwelling units and 2,485,000 square feet of commercial development.
 - The current adopted plan allows for the development of 3,043 dwelling units and 2,098,000 square feet of commercial development.
 - Follows the design principles of the New Urbanism and Smart Growth movements.
- Six previous RPSP Amendments have been approved:
 1. PZ 02-630-05 on October 22, 2002
 2. PZ 03-630-03 on July 27, 2004
 3. PZ 09-630-09 on April 14, 2009
 4. PZ 10-630-02 on June 14, 2011
 5. PZ 09-630-03 on June 5, 2012
 6. PZ 18-630-01 on February 19, 2019

Background - Development Agreement (RiverPark)

- On September 10, 2002, the City Council adopted Ordinance No. 2605, approving Planning and Zoning Permit No. 01-5-46 (Development Agreement No.A-6128) between the owners of the RiverPark Project and the City of Oxnard.
- Five previous RPDA Amendments have been approved.
 1. December 14, 2004
 2. July 16, 2007
 3. October 5, 2010
 4. July 5, 2012
 5. December 10, 2013

Background - Development Agreement (Fore Property)

- On November 18, 2008, the City Council adopted Ordinance No. 2787, approving Planning and Zoning Permit No. 08-670-03 (Development Agreement No.A-7113) between the owners of the Project site and the City of Oxnard.
- The Fore Property Development Agreement (DA) has been amended on one previous occasion November 9, 2010

Project Description - RPSPA (PZ 20-630-01)

- A request for text and map amendments to the RiverPark Specific Plan to:
 - Introduce a new high density land use designation within Planning Districts B, C, and D (Residential:Very High (30-80 units/acre));
 - Create a new development type (Apartments - Urban);
 - Revise planning area boundaries;
 - Update the Land Use Table; and
 - Update exhibits for consistency with proposed changes.
- Allows for the option to develop up to 1,025 additional residential units under the Specific Plan, in exchange for a reduction of up to approximately 562,457 square feet of non-residential development potential.
- No physical development is proposed with this request. Any future development must comply with the 2030 General Plan, the RPSP, applicable development standards, and is subject to compliance with the State California Environmental Quality Act (CEQA) Guidelines.

Project Description - RPSPA (PZ 20-630-01)

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

Project Description - RPDAA (PZ 20-670-04)

- The proposed RiverPark Development Agreement Amendment (RPDAA) will allow for:
 - Extend term of RPDAA to October 10, 2027.
 - Set applicable impact fees at the rates effective September 24, 2018 for the term of the RPDAA, except as otherwise modified.
 - Reconcognize existing waiver of storm drain fees.
 - Reconcognize existing credit to Quimby Fee Credit and provide waiver for future Quimby and Park-related Fees.
 - Reconcognize existing waiver of sewer fees, for commercial development and provide credit toward proposed residential.
 - Reconcognize existing credit and set Growth Fees at the rates effective September 24, 2018 for the term of the RPDAA.
 - Set the Traffic Impact Fee at the rate in effect September 24, 2018 for the term of the RPDAA.

Project Description - RPDAA (PZ 20-670-04)

- Proposed Changes Continued:
 - Adjust Mobility Fee based on proposed development populations and provide credit toward new Mobility Fee, based on credit for existing bicycle and pedestrian facilities constructed as part of the buildout of the RiverPark Specific Plan.
 - Provide credit toward Public Art Fee for existing art in the Collection.
 - Set 15% affordable housing requirements for additional units.
- The RPDAA covers the commercial properties within Districts C and D.

Project Description - FPDAA (PZ 20-670-03)

- The proposed Fore Property Development Agreement Amendment (FPDAA) will allow for:
 - Extend the term of DA for a period of approximately five and a half (5.5) years to July 1, 2028.
 - Set applicable impact fees at the rates effective September 24, 2018 for the term of the FPDAA, except as otherwise modified.
 - Waive future Quimby and Park-related Fees.
 - Adjust Growth Fee based on proposed development populations.
 - Set the Traffic Impact Fee at the rate in effect September 24, 2018 for the term of the FPDAA.
 - Set the Drainage Impact Fee at the rate in effect September 24, 2018 for the term of the FPDAA.

Project Description - FPDAA (PZ 20-670-03)

- Proposed Changes Continued:
 - Adjust Mobility Fee based on proposed development populations and Provide credit toward new Mobility Fee, based on credit for existing bicycle and pedestrian facilities constructed as part of the buildout of the RiverPark Specific Plan.
 - Allow for the payment of public art fees or the provision of public art onsite.
 - Set 15% affordable housing requirements for additional units.
 - Maintenance Agreement for Access Road with Caltrans.
- The FPDAA only pertains to the Properties identified in the RiverPark Specific Plan (RPSP) District B and does not cover the rest of the RPSP Area.

Environmental Review

- Addendum No. 15 to the approved FEIR No. 00-03 evaluated the potential environmental impacts of the proposed Project consistent with the requirements of the California Environmental Quality Act (CEQA).
- The Addendum evaluated each of the development options.
- The Addendum for the Project analyzed the changes between the original project and the proposed project options.

Environmental Review

- Key Issue Area (Traffic)

	Average Daily Trips	AM Peak Hour	PM Peak Hour
Original RPSP	82,366	4,710	7,749
Proposed RPSP Amendment	73,057	4,932	6,987
Total Change	-9,309 (-11.3%)	222 (+4.7%)	-762 (-9.8%)

Environmental Review (Continued)

- Addendum concludes that that Project would not result in new or substantially more severe impacts than those identified in the prior EIR, with the incorporation of the previously identified mitigations.
- The mitigations will be applicable to any future projects developed under the RPSP.

December 16, 2021 Planning Commission

- At the hearing Staff's recommendation was that the Commission recommend approval of the project requests as presented to the City Council.
- The Commission made a motion of intent recommending removal of potential residential development within District D from the RPSPA and continued the project to a date certain of January 13, 2022. No changes were requested to the proposed RPDAA (PZ 20-670-04).
- The Commission made a motion recommending approval of the FPDAA (PZ 20-670-03) to the City Council with the requirement that the property owner enter into a Project Labor Agreement before the development of the Fore Property proceeds.

January 13, 2022 Planning Commission

- The Commission made a motion recommending removal of potential residential development within District D from the Specific Plan Amendment request and recommending approval to the City Council with the requirement that the property owner enter into a Project Labor Agreement before the development of the RiverPark proceeds.
- No changes were requested to the Addendum to Final Environmental Impact Report No. 00-03.

Project Labor Agreement

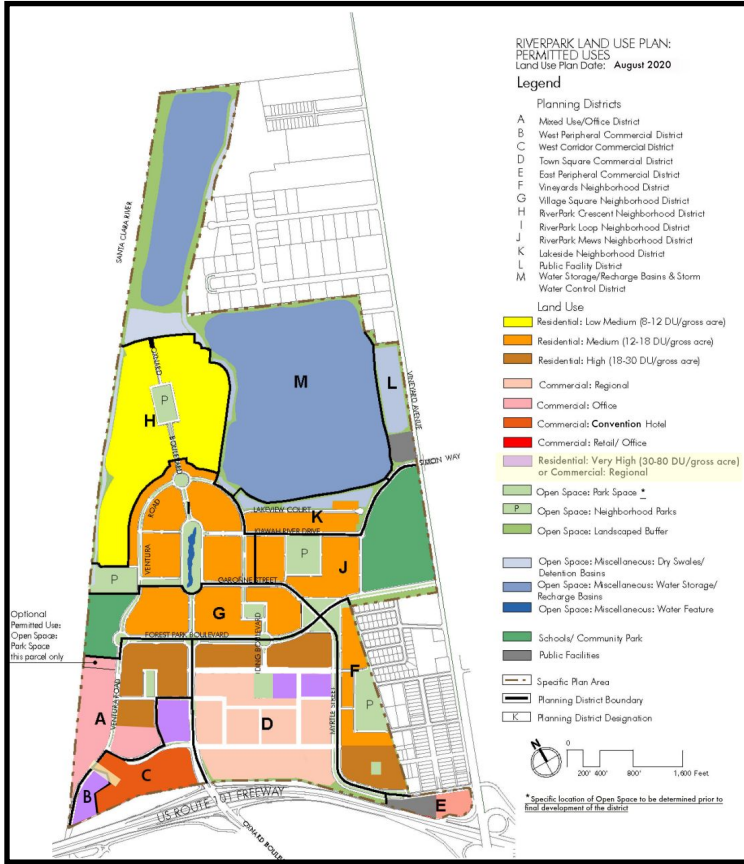
- A Project Labor Agreement, or PLA, is a collective bargaining agreement executed prior to the beginning of a construction project or group of construction projects.
- A PLA typically require workers to have membership in certain trade unions, and can include language establishing:
 1. Uniform work conditions;
 2. Hiring procedures;
 3. Wages and benefits;
 4. Management rights;
 5. Labor dispute;
 6. Procedures to prevent work stoppages; and
 7. Agreement to adhere to existing Master Labor Agreements (MLAs) for the trades subject to the PLA.

Planning Commission Recommendation - Removal of District D

The primary Planning Commission concerns were related to:

- Loss of Existing Parking.
- Existing parking issues within the Collection and on adjacent streets.
- Impact on events within the Collection.
- The loss of some of the commercial development (including retail) uses within the Collection

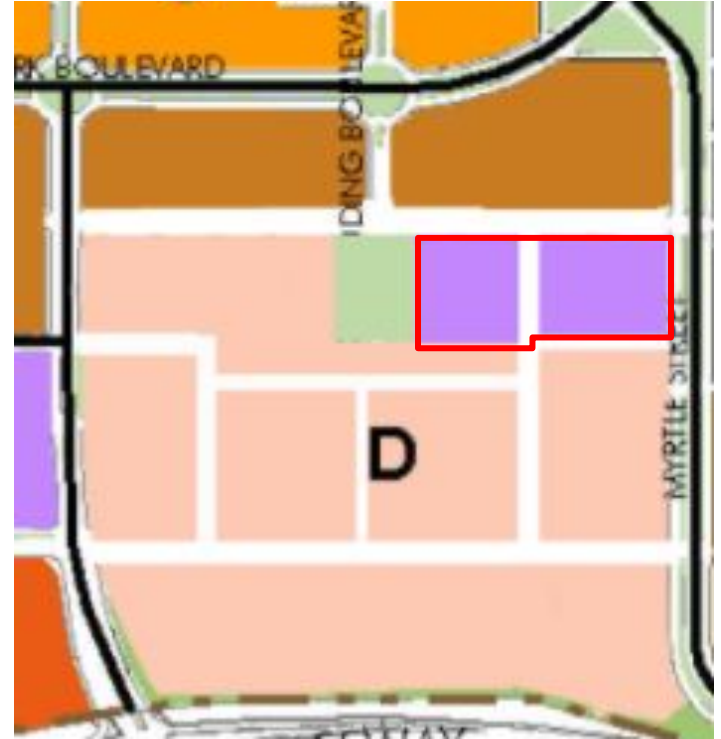
Removal of District D



Without the Residential: Very High land use designation in District D, 412 residential units would not be allowed within District D but additional commercial would continue to be allowed.



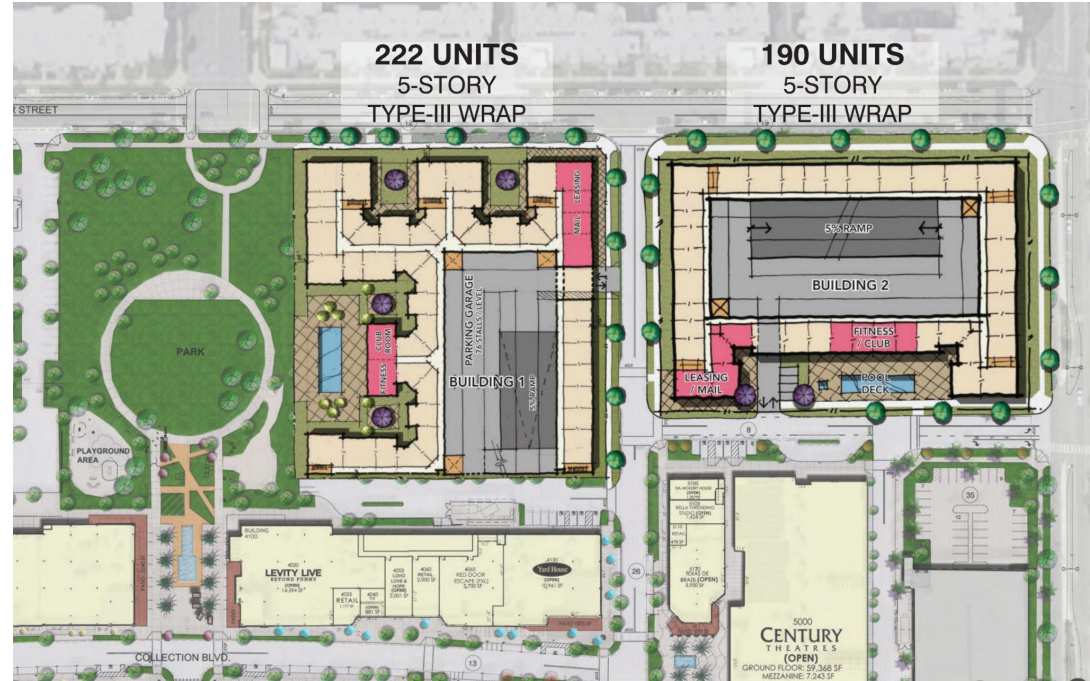
Allowed Location of Housing in District D



Illustrative Concept Plan

In response to concerns raised by the Commission due to the lack of clarity on the future development the Applicant team prepared a concept plan.

- No commercial proposed to be removed.
- Parking replaced within proposed parking structure.
- No further impacts on the parking on the adjacent streets.



Public Notice

- Community Workshop workshop held August 17, 2020
- Planning Commission Meeting held December 16, 2021 and January 13, 2022
- Notice of City Council hearing was provided:
 - Newspaper,
 - On-site posting; and
 - Mailed to property owners within RiverPark and within 300 feet of RiverPark. A total of 5,740 mailed notes were sent.

City Council Options

1. Applicant's Original Request - Staff Recommendation -

- a. Allowing residential development in RPSP Districts B, C, and D totaling a maximum of 1,025 additional units.
- b. No PLA would be required by the City for future development.

2. Reduced Specific Plan Amendment Alternative -

- a. Allowing residential development in RPSP Districts B and C totaling a maximum of 613 additional units.
- b. No PLA would be required by the City for future development.

3. Planning Commission Recommendation -

- a. Allowing residential development in RPSP Districts B and C totaling a maximum of 613 additional units,
- b. PLAs would be required by the City for future development.

Staff Recommendation - Option 1 - Applicants' Original Request

Allowing residential development in RPSP Districts B, C, and D totaling a maximum of 1,025 additional units. No PLA would be required by the City for future development:

- a) Certify an Addendum to FEIR No. 00-03; and
- b) Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 20-630-01 (Specific Plan Amendment No. 2 to the RiverPark Specific Plan) for map and text amendments to the RiverPark Specific Plan ("Specific Plan"), subject to certain findings; and
- c) Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 20-670-04 (Sixth Amendment to Development Agreement No. A-6128) for the RiverPark Specific Plan, subject to certain findings; and
- d) Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 20-670-03 (Second Amendment to Development Agreement No. A-7113) for the Fore Property, subject to certain findings.

Option 2 – Reduced Specific Plan Amendment Alternative

Allowing residential development in RPSP Districts B and C totaling a maximum of 613 additional units. No PLA would be required by the City for future development:

- a) Certify an Addendum to FEIR No. 00-03; and
- b) Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 20-630-01 (Specific Plan Amendment No. 2 to the RiverPark Specific Plan) for map and text amendments to the RiverPark Specific Plan (“Specific Plan”), subject to certain findings; and
- c) Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 20-670-04 (Sixth Amendment to Development Agreement No. A-6128) for the RiverPark Specific Plan, subject to certain findings; and
- d) Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 20-670-03 (Second Amendment to Development Agreement No. A-7113) for the Fore Property, subject to certain findings.

Option 3 – Planning Commission Recommendation

Allowing residential development in RPSP Districts B and C totaling a maximum of 613 additional units, subject to the Applicants first entering into PLA.

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



Questions